



Feather River Charter School

Regular Scheduled Board Meeting

Date and Time

Tuesday October 27, 2020 at 6:00 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			6:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Approval of the Agenda	Vote	David Brockmyer	1 m
D. Public Comments			2 m
E. Executive Director's Report		Jenell Sherman	5 m
F. Community Connections Presentation		Dianne Curtis	5 m
G. Approve Minutes	Approve Minutes		2 m
Approve minutes for Regular Scheduled Board Meeting on September 22, 2020			
II. Operations			6:16 PM
A. Attorney Contract and Conflict Waiver	Vote	Jenell Sherman	5 m
B. Updated Homeschool Teacher Job Description	Vote	Jenell Sherman	5 m
III. Finance			6:26 PM
A. September Financials	Vote	Darlington Ahaiwe	10 m
B. Staff Sharing Memorandum of Understanding	Vote	Jenell Sherman	5 m
IV. Academic Excellence			6:41 PM
A. El Dorado Charter Special Education Local Plan Area (SELPA) Local Plan Section B & Participation Agreement	Vote	Dr. Amanda Johnson	5 m

B. Special Education Extended School Year (ESY) for 2020-2021	Vote	Dr. Amanda Johnson	5 m
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V. Governance	6:51 PM
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A. Officer Selection	Vote	5 m
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Select officer for the Secretary role

VI. Closing Items	6:56 PM
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A. Board of Director's Comments & Requests	Discuss	5 m
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B. Announcement of Next Regular Scheduled Board Meeting	FYI	1 m
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November 17, 2020 at 6:00 p.m.

C. Adjourn Meeting	Vote
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Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 15 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Cover Sheet

Executive Director's Report

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

October Report

Executive Director, Jenell Sherman

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SCHOOL UPDATES



PROFESSIONAL DEVELOPMENT

Hosted the second virtual All Staff monthly PD meeting for HST's

Regional teacher teams worked in their PLC's and started a data dive based on the STAR scores. Training teachers to help support student growth and achievement.

Focus on continuing to build a bridge between Special Education and General Education



LIBRARY MATERIALS

The Library Staff has created a Mobile Express Drive Thru experience. Order online, pick up at various locations.



PARENT EDUCATION

First Parent education event led by Kara Tupy happened this month on Project Based Learning! Thank you Kara & team!



PLANNING WITH LLMF

(Learning Loss Mitigation Funds)

- ☒ Zoom Accounts
- ☒ Tech Items
- ☒ Online Subscriptions
- ☒ More academic support



A Few More Updates.

New Testing
Announcement

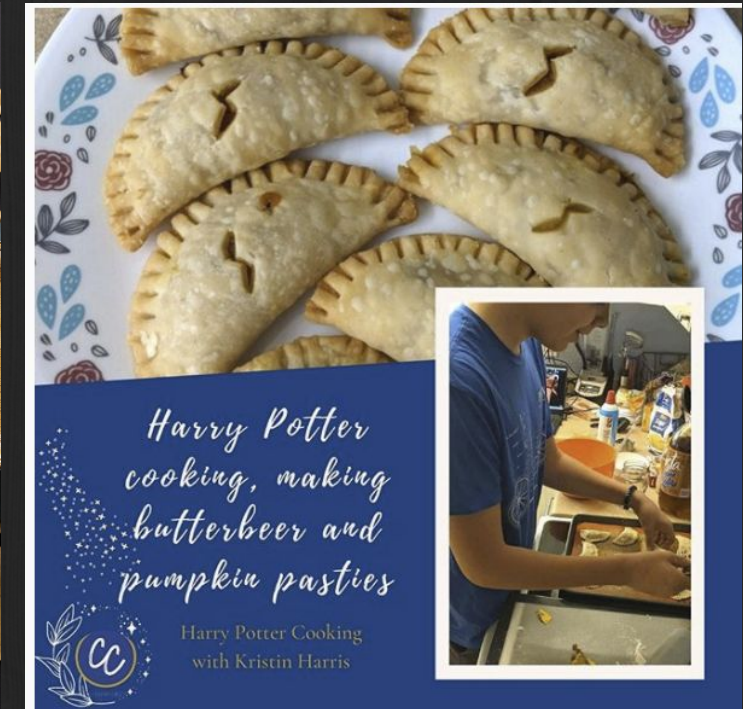


New Planned Time to Connect
with Staff



New School Instagram-
Please Follow!

[https://www.instagram.com/featherri
vercharter/?hl=en](https://www.instagram.com/featherri
vercharter/?hl=en)



Thank you to
Charter Impact,
Charter School
Capital, all School
Leaders, and ICS for
helping to get this
finalized with
participating
schools.

DTF between schools.



FCMAT Update

- 🍂 All requested documentation submitted
- 🍂 Assigned a committee & working together
- 🍂 First in person meeting with the team
coming up the first week of November



Enrichment Update

- **Enrichment Processing Times**
 - Our teams
 - Product Availability
- **Planning Amount - student needs**
 - Advance on December funds
 - Access to additional amounts
- **Microsoft Office 365**
 - Offered to free to all students
 - **Minecraft Education free** access
- **Vendors**
 - Portal purge & updates
 - Insurance
- **In-person Status**
 - Products, Activities & Services (research, resources & planning)
 - Invitation to collaborate

Special Education & Student Support



Communication

Focus on communication between HSTs, Student Support, Special Education, and families

Support /
Collaboration

Emphasis on supportive practices to increase awareness, understanding, and access to services, interventions and supports

UPDATE from Special Education...

Serving 118 Feather River Students

Conducting Assessments:

- 14 for Eligibility
- 21 Triennials
- 8 Additional Assessments



New: Special Education



PROFESSIONAL DEVELOPMENT

- PD Palooza: 3 weeks of PD prior to the start of the school year
- 2x/ monthly Professional Development
- Weekly Professional Learning Community (PLC)

Process Updates

- Streamlined processes with the move from state-wide departments into a fully integrated Special Education Department.
- New internal support websites for staff



New Positions

- Instructional Coach
- Compliance Coach
- Reading Specialist



New Positions

- Instructional Coach
- Compliance Coach
- Reading Specialist



SPED Taught Courses

- ☒ Directed Studies
- ☒ Certificate of Completion- Life Skills Courses
- ☒ Adult Transition Courses
- ☒ Transition Services



Student Support:

Updates to the department

- Created new Internal Websites based on the needs of schools and staff.
- Created new Mindfulness Website
- Updated public Student Support Intervention website



Websites

Actively create and teach ODI courses based on the needs of the students served

ODI



Processes

Streamlined all Student Support Processes



Support

- Created PD and updated resource documents for all Charter staff
- Creating FAQs for staff
- Active focus on increasing communication and collaboration between student support and special education to support the needs of students and staff

Enrollment Report



Enrollment Update from Principal

Feather River Charter School

Current Enrollment County by County/Gradelevel as of 10/22/20

Grade	Butte	Colusa	El Dorado	Placer	Sacramento	Sutter	Yolo	Yuba	Totals
TK	0	0	0	0	8	0	0	3	11
KN	0	0	0	5	40	2	12	7	66
1	0	0	0	7	48	1	14	12	82
2	0	0	0	9	60	2	9	12	92
3	0	0	0	8	59	2	8	7	84
4	0	0	0	9	65	3	15	12	104
5	0	1	0	10	52	0	6	1	70
6	0	0	1	7	56	0	8	9	81
7	1	0	0	12	43	0	13	6	75
8	0	0	1	11	52	1	11	6	82
9	0	0	0	8	44	0	11	8	71
10	1	1	0	7	54	1	7	2	73
11	0	2	0	13	46	2	5	4	72
12	1	0	0	3	40	0	2	6	52
Curent Total	3	4	2	109	667	14	121	95	1015
Annual Growth	-22	-4	-3	-29	-61	-6	-10	-10	-196

Growth calculated from SY19-20 ending enrollment totals.

Community Connections

November Slides

Dianne Curtis



Powered by BoardOnTrack³



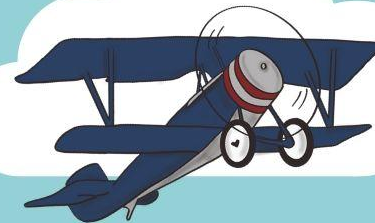
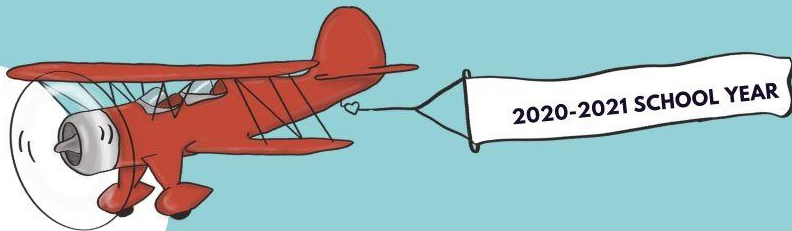
Thank YOU!



Cover Sheet

Community Connections Presentation

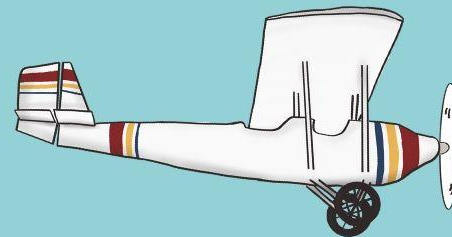
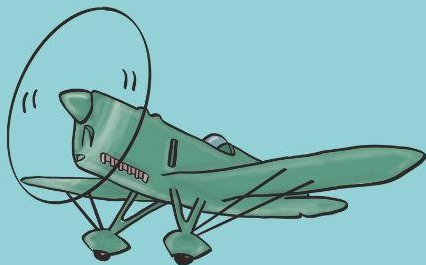
Section:	I. Opening Items
Item:	F. Community Connections Presentation
Purpose:	FYI
Submitted by:	
Related Material:	CC presentation for BOD.pdf



Community Connections

November Events - 2020

Click to reach interactive calendar



Center of Excellence

Serving Students, Parents & Teachers



- Unique in-house offering sets us apart
- Only consistent outreach whether virtual or in-person that is available to ALL students
- CCs operate under RCC supervision
- Fully Inclusive - [Sample of letter to parents](#)

Quotes from parents: *"I love that the whole school is invited- there is no limit."*
CC events . . . allowed kids to practice doing things themselves while learning."

And from HSTs: *" . . . enabled my families (and myself...to connect and build relationships."*

Community Connections - stats & #'s

- **Spring 2020 Virtual Events**
550+ students served at 40 events over 7 weeks
- **Fall 2019 In Person Events**
7955 students served at 167 events over 6.5 months
- **Total for 2019-2020**
8507 students at 200 events for entire year
- **September 2020 Virtual Events**
9 events with 250+ students in attendance
- **Developing responsible citizens:**
Community Service - 250+ for Impact Day,
675+ Masks for essential workers -
- **Inclusion** - Virtual offerings are accessible to all -
"... introverted children, sharing virtually seemed easier for them than live. "
- **Testing** - test prep parties with
STAR 360 for TK-2
PFT - CCs held 6 big PFT sessions before COVID

CC is a unique offering that sets our schools apart from other charters.

It's a feather in our cap!

Unique gatherings: Wax Museums, Harvest Festivals, Music & Academic Showcases

"We might not have been able to do this on our own"

63% said they were definitely or possibly interested in **continued virtual offerings** next year -

"We hope you keep a few virtual offerings a week, even when the covid restrictions are lifted. "

Serving Teens specifically

Teen Engagement Committee-

"... teen specific events. ... that is very much appreciated."

Proven ability to adapt quickly - EA to CC, CC to Virtual -

"It was really impressive and inspiring how you all adapted to the upheavals throughout the year"

Partnership with Mobile Lending Library and Family Liaisons
CCs model teaching methods/styles for parents

WASC & Community Connections

E1 Parent and Community Engagement

- Community Connections is a program in each school that offers field trips and local events.
 - [Community Connections newsletters](#) are sent out monthly by Community Coordinators directly to families that have signed up to be informed. Another [school wide Community Connections newsletter](#) is sent every other week to all registered families and staff with links to all regional newsletters.
 - The Annual Project Fair is one event where students can come and present a project or area of learning they would like to share with others.
 - Each fall our school holds an [Annual Impact Day](#) where parents, students and teachers come together to help beautify their local community. A [slide show](#) was made after the inaugural Impact Day in November 2019.
 - The CC team rapidly shifted to [Virtual events during COVID](#). The team will continue to offer some virtual events next school year after seeing the increased accessibility for those who may struggle to attend our in-person events.

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E2. School Culture and Environment

- The school implements behavior guidelines for students during field trips and Community Connections events. Parents attend these events, and they are responsible for their students. Postings for Community Connections (CC) events and field trips on the Field Trips and Events (FTE) page indicate parent responsibilities during events.
 - During the COVID-19 pandemic, the school held virtual events for students. The guidelines for these events were shared during the events and through school newsletters.
 - [Virtual Guidelines](#) for CC Virtual Events
- Community Coordinators and HSTs use [incident reports](#) to document injuries during CC events and field trips.
 - HSTs and Community Coordinators utilize sign-in and sign-out procedures to make sure students are safe during events and in-person testing sessions. Families complete [Transportation waivers](#) if they are carpooling to events, including field trips and testing.

Community Connections = answer for LCAP too

1. **Basic Services** - credentialed teachers and student safety - Sign in sheets, Guidelines & Expectations, Parent supervision expectations, incident reports, transportation waivers
2. **CA academic standards** -enrichment curriculum offered related to CC events that support standards based instruction
3. **Parent Engagement** - consistent communication & parent involvement- parent input
4. **Student Achievement** - Test prep, writing samples, math performance tasks, presentation skills
“. . . incentive to create polished work when the children knew their peers would view their presentation boards and speeches”
5. **Student Engagement** -
“*Seeing the same teachers and families multiple times at local events helped us make some connections*”
“. . . unique field trips with community feel and familiar faces.”
6. **School Climate** - *“The kids LOVE these times of connection”* CC provides “. . . a sense of belonging to the school.”
7. **Course Access** - n/a
8. **Other Student Outcomes** - CC supports Our North Schools’ Mission & Vision Statement - *unparalleled enrichment opportunities & diverse and dynamic learning pathways -developing responsible citizens* “. . . participate in a clean up day at the park and afterwards activities were planned.”

11/4/20 at 11am
Wednesday
TK to 3rd grades

[CLICK HERE FOR ZOOM LINK](#)

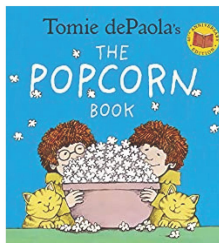


It's time for a pajama party!
Grab a bowl of popcorn and
come learn more about one of
my favorite snacks!



*Need and extra reminder?
[click here for an optional
sign-up genius link](#)

Circle & Story Time
with Ms. Jaime



Checkout my workshop
extension folder for more
educational learning.

Hosted by: Jaime Thompson
Jaime.Thompson@CottonwoodSchool



Events for Primary Grades TK-3rd

It's Election Day!



Do you have what it takes to be the President of the United States? And just what would you do if you were the POTUS? I hope you'll join me as we tackle these questions and many more as we share the story [Grace for President!](#)

Tuesday, November 3rd
11 AM - Noon
TK-3rd

What to bring to be ready for the fun:

- Printed activity pages found [HERE](#) (A set for each participant, please!)
- Sharpened pencil
- Colored pencils and/or crayons

Sign up [HERE](#) if you'd like an event email reminder!

Questions? Contact Traci Callanan at traci.callanan@cottonwood.school

Find some additional
elections extension activities
[HERE](#).



11/18/20 at 11am
Wednesday
TK to 3rd grades

[CLICK HERE FOR ZOOM LINK](#)

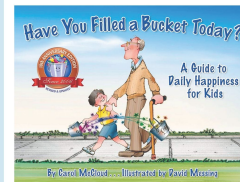


What does happiness mean to you? Let's learn how to fill our happy buckets. Grab a mat or towel and learn some easy yoga moves with our special guest!



*Need and extra reminder?
[click here for an optional
sign-up genius link](#).

Circle & Story Time
with Ms. Jaime



Checkout my workshop
extension folder for more
educational learning.

Hosted by: Jaime Thompson
Jaime.Thompson@Cottonwood.School



K-3 Nimbus Fish Hatchery LIVE Virtual Field Trip



Tuesday, November 17th
11:00 AM - Noon

Come learn about the life cycle of the Chinook Salmon with me as we take a LIVE virtual field trip geared especially for K-3rd graders at the Nimbus Fish Hatchery!



Field trip resources can
be found on the
Nimbus Fish Hatchery
Website located [HERE!](#)

Additional extension activities
can be found [HERE!](#)

Questions: Contact Traci Callanan at
traci.callanan@cottonwood.school



Upcoming Events for 4th-6th graders

Come join us as we seek to serve our local communities and grow in empathy. We will discuss ways to care for the elderly and those in the hospital, especially during COVID. We will work together to write a letter to someone to brighten their day.



CARING FOR OTHERS

A Community Service
Opportunity with Community
Connections
Thursday, November 5 @
2:30pm

[Supplies Link](#)

[Zoom Link](#)

[Sign Up Link](#)

FOR QUESTIONS:

kindel.bedore@cottonwood.school



A CC EVENT FOR GRADES 4-6

AT HOME CHEMISTRY: DIY BOUNCY BALLS

[Click HERE to sign up](#)
[Click HERE for a list of needed
supplies](#)

[ZOOM LINK for the Event](#)

THURSDAY, NOVEMBER 5TH
1:30PM

Hosted by Amy Gordon
Amy.Gordon@cottonwood.school



4-6 Nimbus Fish Hatchery LIVE Virtual Field Trip



Tuesday, November 17th
10:00 AM-11:00AM

Come learn about the life cycle of the Chinook Salmon with me as we take a LIVE virtual field trip geared especially for 4th-8th graders at the Nimbus Fish Hatchery!

Space for this event is limited, so sign up [HERE](#) to reserve your spot! I will email you the link for the event.

Field trip resources can be found on the Nimbus Fish Hatchery Website located [HERE](#)

Additional extension activities can be found [HERE](#)!

Questions: Contact Kindel Bedore at kindel.bedore@cottonwood.school



GRATITUDE TREE

A CC EVENT FOR GRADES 4-6

THURSDAY, NOVEMBER 12TH
1:30PM

HOSTED BY AMY GORDON
AMY.GORDON@COTTONWOOD.SCHOOL

[CLICK HERE TO SIGN-UP](#)
[CLICK HERE FOR THE SUPPLY LIST](#)
[ZOOM LINK FOR THE EVENT](#)





**GERMAN COOKING
AND
CONVERSATION**

German Pancake Cooking
[Class Zoom](#)
[List of Ingredients Needed:](#)

[Register Here](#)
Questions: Carey Brown
carey.brown@clarksvillecharter.org



CC TEENS

**DIY MACRAME
PLANT HANGERS**

**Friday, November 6, 2020
@2:00**

[ZOOM LINK HERE](#)
[SIGN UP HERE](#)
[SUPPLY LIST HERE](#)


KRISTIN.HARRIS@COTTONWOOD.SCHOOL




**DECORATE
YOUR DOG!**

MAKE A PARACORD COLLAR OR LEASH
FOR YOUR DOG OR A GIFT!

[SIGN UP GENIUS LINK](#)
[ZOOM LINK](#)
[MATERIALS LINK](#)



CONTACT: AMY.GRIFFIN@COTTONWOOD.SCHOOL



Upcoming Teen events...

JOIN US FOR A TEEN

FRIENDSGIVING

**Hosted by the Teen Leadership
Team**

November 20 @ 2:00

**Crafts, food, games, and
friendship**

[Zoom link HERE](#)
[Sign up HERE](#)

A supply list will be emailed to you.
Contact: kristin.harris@cottonwood.school
amy.griffin@cottonwood.school
carey.brown@clarksvillecharter.org



Events for all ages!



Cooking with Ms. Karen

Taco Tuesday!

Join us:
November 3rd
at 10:00am

Links:
[Recipes & Extensions](#)
[Zoom](#)

Karen Trexler
karen.trexler@featherrivercharter.org

Fun Learning in the Kitchen | All Grades Welcome

Logos: Winship, Clarksville, Little Rock, Feather River, Cottonwood



STEAM LADY: GERMS MAKE ME SICK!

JOIN US ON WED. NOV. 4TH AT 1:00 PM

We will have fun learning about germs and conducting several experiments.

Hosted by the STEAM LADY
Stephanie Hodgson
stephanie.hodgson@cottonwood.school

[Click Here for Zoom Link](#)

CC COMMUNITY CONNECTIONS

LEARN ABOUT WHY WE SHOULD USE SOAP

Conduct an experiment with fine pepper or glitter, water and dish soap!

MAKE A GERM LAB

Make your own germ lab. With parent help 24 hours ahead or during our zoom.

- Boil 1/2 cup of Water
- Add 2 tsp of sugar and 2 tsp of unflavored gelatin
- Stir until dissolved. Spoon into paper cups--about 1/4 inch of gelatin in each
- Cover immediately with glad wrap
- Chill for 24 hours

CONDUCT AN EXPERIMENT WITH LOTION AND GLITTER AND A PAPER PLATE

Find out how easy it is to spread germs.

***Need an extra Reminder?**
[Click Here for an optional sign-up genius link.](#)

Logos: Winship, Clarksville, Little Rock, Feather River, Cottonwood



Cooking with Ms. Karen

Zucchini Bread!

Join us:
November 17th
at 10:00am

Links:
[Recipes & Extensions](#)
[Zoom](#)

Karen Trexler
karen.trexler@featherrivercharter.org

Fun Learning in the Kitchen | All Grades Welcome

Logos: Winship, Clarksville, Little Rock, Feather River, Cottonwood



WED. NOV. 18TH AT 1:00 PM

STEAM LADY

RUN TURKEY RUN!

STEPHANIE.HODGSON@COTTONWOOD.SCHOOL
HOSTED BY STEPHANIE HODGSON

[CLICK HERE FOR ZOOM LINK](#)

COME MAKE A MARBLE RUN WITH US OR 2 OR 3!

SUPPLIES FOR MARBLE RUN 1

Shoe Box Lid, hot (low temp) glue gun-with parent help, popsicle or craft sticks, strong scissors or wire nippers and a marble

SUPPLIES FOR MARBLE RUN 2

Toilet paper and or paper towel tubes (multiple), blue tape, a wall and a marble

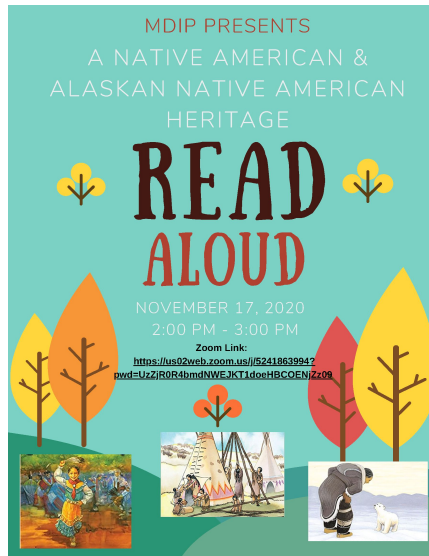
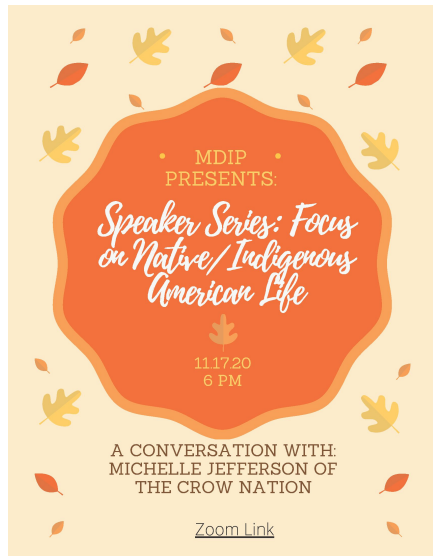
SUPPLIES FOR MARBLE RUN 3

Toilet paper and or paper towel tubes (multiple), tape, scissors, paper plates, hot (low temp glue)--with parent help and a marble

****Need a reminder? Click here for an optional sign-up genius link**

Logos: Winship, Clarksville, Little Rock, Feather River, Cottonwood

Collaboration Opportunities MDIP & Parent Education

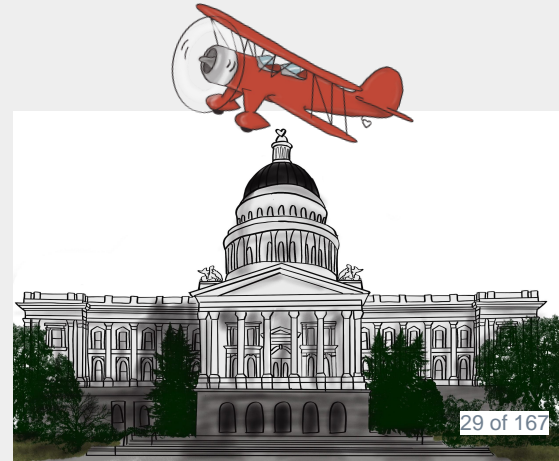


Please come join us!!

Thanks for all your support -

Your Community Connections Team

Soaring to
EXCELLENCE



Cover Sheet

Approve Minutes

Section:	I. Opening Items
Item:	G. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Scheduled Board Meeting on September 22, 2020

DRAFT



Feather River Charter School

Minutes

Regular Scheduled Board Meeting

Date and Time

Tuesday September 22, 2020 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), Max Semenenko (remote), Nick Wavrin (remote)

Directors Absent

Juina Carter

Guests Present

Jenell Sherman (remote), Julie Haycock (remote), Kathy Fagundo (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 Sep 22, 2020 @ 6:25 PM.

C. Approval of the Agenda

David Brockmyer made a motion to Approve agenda with revision that item 2B requires a vote.

Jevon Webster seconded the motion.

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

Roll Call

David Brockmyer Aye

Juina Carter Absent

Jevon Webster Aye

Max Semenenko Aye

Nick Wavrin Aye

D. Public Comments

Demetra DeVisscher commented regarding rights for parental choice for vaccination

Lanaya Chapman commented regarding rights for parental choice for vaccination

Nina commented regarding rights for parental choice for vaccination

Isabel Johnson commented regarding rights for parental choice for vaccination

Shaleen Kurtz commented regarding rights for parental choice for vaccination

E. Closed Session: Conference with Legal Counsel Anticipated Litigation (One Case) § 54956.9

David Brockmyer made a motion to Enter closed session at 6:35pm.

Max Semenenko seconded the motion.

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

Roll Call

David Brockmyer Aye

Max Semenenko Aye

Nick Wavrin Aye

Juina Carter Absent

Jevon Webster Aye

Jevon Webster made a motion to Return from closed session at 6:54pm with no action taken.

David Brockmyer seconded the motion.

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

F. Executive Director's Report

Jenell Sherman presented the Executive Director's report.

G. Approve Minutes from 8/25/20 Regular Scheduled Board Meeting

David Brockmyer made a motion to approve the minutes from 9/22/20 Board Meeting.

Max Semenenko seconded the motion.

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

Roll Call

Max Semenenko Aye

Nick Wavrin Abstain

Jevon Webster Abstain

Juina Carter Absent

David Brockmyer Aye

H. Approve Minutes from 9/8/20 Special Board Meeting

David Brockmyer made a motion to approve the minutes from Special Board Meeting on 09-08-20.

Max Semenenko seconded the motion.

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

Roll Call

Nick Wavrin Abstain

Jevon Webster Abstain
David Brockmyer Aye
Max Semenenko Aye
Juina Carter Absent

II. Finance

A. August Financials

David Brockmyer made a motion to Approve August Financials as presented.

Max Semenenko seconded the motion.

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

Roll Call

Jevon Webster Aye
Nick Wavrin Aye
Juina Carter Absent
David Brockmyer Aye
Max Semenenko Aye

B. Charter School Capital Presentation: Due To Due From

David Brockmyer made a motion to Approve due to/due from sale of receivables with Charter School Capital.

Jevon Webster seconded the motion.

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

Roll Call

Jevon Webster Aye
Nick Wavrin Aye
Max Semenenko Aye
David Brockmyer Aye
Juina Carter Absent

C. Executive Director MOU

David Brockmyer made a motion to Approve Executive Director MOU.

Jevon Webster seconded the motion.

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

Roll Call

Nick Wavrin Aye
David Brockmyer Aye
Max Semenenko Aye
Jevon Webster Aye
Juina Carter Absent

III. Academic Excellence

A. Learning Continuity & Attendance Plan

David Brockmyer made a motion to Approve the Learning Continuity and Attendance Plan.

Nick Wavrin seconded the motion.

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

Roll Call

Jevon Webster Aye
David Brockmyer Aye
Max Semenenko Aye
Juina Carter Absent
Nick Wavrin Aye

IV. Operations

A. Employee Handbook

Jevon Webster made a motion to approve the Employee Handbook.

David Brockmyer seconded the motion.

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

Roll Call

David Brockmyer Aye

Juina Carter Absent

Max Semenenko Aye

Nick Wavrin Aye

Jevon Webster Aye

B. Compensation Policy

Jevon Webster made a motion to approve the Compensation Policy.

David Brockmyer seconded the motion.

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

Roll Call

David Brockmyer Aye

Nick Wavrin Aye

Jevon Webster Aye

Max Semenenko Aye

Juina Carter Absent

C. Immunizations and Oral Assessment Policy

David Brockmyer made a motion to approve the Immunizations and Oral Assessment Policy.

Max Semenenko seconded the motion.

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

Roll Call

Max Semenenko Aye

Juina Carter Absent

Nick Wavrin Aye

Jevon Webster Aye

David Brockmyer Aye

V. Governance

A. Officer Selection

David Brockmyer made a motion to nominate Max as Treasurer.

Jevon Webster seconded the motion.

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

Roll Call

David Brockmyer Aye

Nick Wavrin Aye

Juina Carter Absent

Jevon Webster Aye

Max Semenenko Aye

No nominations for Secretary. Will consider for the next meeting.

VI. Closing Items

A. Board of Director's Comments & Requests

No Board requests or comments.

B. Announcement of Next Regular Scheduled Board Meeting

Next regularly scheduled Board Meeting is Oct 27, 2020 at 6pm.

C. Adjourn Meeting

Jevon Webster made a motion to Adjourn the meeting at 7:48pm.

Max Semenenko seconded the motion.

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

Roll Call

Nick Wavrin Aye

Jevon Webster Aye

Juina Carter Absent

David Brockmyer Aye

Max Semenenko Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:48 PM.

Respectfully Submitted,
David Brockmyer

Prepared by:
Kathy Fagundo

Noted by:

Board Secretary

Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 15 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

Cover Sheet

Attorney Contract and Conflict Waiver

Section: II. Operations
Item: A. Attorney Contract and Conflict Waiver
Purpose: Vote
Submitted by: Jenell Sherman
Related Material: 20 10 08 LTR Conflict Waiver FINAL.pdf
YMC_Feather River Charter School LSA.pdf

BACKGROUND:

We have been seeking legal counsel for our four north schools, as our previous counsel was no longer available to work with us. Wayne Strumpfer from Young, Minney & Corr came highly recommended and has agreed to work with our schools. Tonight is an introduction to the board as well as an explanation of the conflict waiver required for him to represent our schools.

RECOMMENDATION:

The board will vote on the acceptance of his contract.



LAW OFFICES OF YOUNG, MINNEY & CORR, LLP
THE CHARTER LAW FIRM

OCTOBER 8, 2020

PAUL C. MINNEY ESQ.

FOUNDER/PARTNER ■ ATTORNEY AT LAW

pminney@mycharterlaw.com

**ATTORNEY/CLIENT PRIVILEGED &
CONFIDENTIAL COMMUNICATION**

VIA: ELECTRONIC MAIL ONLY

Norman Lorenz
The Cottonwood School
7006 Rossmore Lane
El Dorado Hills, CA 95762
NLORENZEDD@GMAIL.COM

Julie Haycock
Winship Community School
4305 South Meridian Road
Meridian, CA 95957
JULIE.HAYCOCK@LAKEVIEWCHARTER.ORG

Jenell Sherman
Feather River Charter School
4305 South Meridian Road
Meridian, CA 95957
JENELL@INSPIRESCHOOLS.ORG

Jenell Sherman
Clarksville Charter School
4818 Golden Foothills Parkway # 9
El Dorado Hills, CA 95762
JENELL.SHERMAN@CLARKSVILLECHARTERSCHOOL.ORG

Julie Haycock
Lake View Charter School
4672 County Road North
Orland, CA 95957
JULIE@LAKEVIEWCHARTERSCHOOL.ORG

Re: *Potential Conflict of Interest Disclosure and Waiver*

Dear Dr. Lorenz, Ms. Haycock, and Ms. Sherman:

The law firm of Young, Minney & Corr, LLP ("YMC") currently provides general legal services to The Cottonwood School ("TCS") and limited legal services to Winship Community School ("Winship"), Feather River Charter School ("Feather River"), Clarksville Charter School ("Clarksville") and Lake View Charter School ("Lake View") (collectively, "Clients"). In order for our office to provide general legal services to all Clients, we request the execution of a conflicts waiver. It is my understanding that Clients consent to the waiver.

YMC does not have any confidential information acquired from any Clients which is adverse to any of the others, and we are unaware of any conflict between Clients at this time. Also, we are not aware of any factual disagreements between you, or other circumstances that you believe might suggest you have actually divergent interests, disagreements, or conflicts among you. Further, we do not believe that Clients will be adversely affected due to our representation of all.

SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO ■ WALNUT CREEK

MAIN OFFICE: 655 UNIVERSITY AVENUE, SUITE 150, SACRAMENTO, CA 95825 ■ WWW.MYCHARTERLAW.COM

TEL 916.646.1400 ■ FAX 916.646.1300

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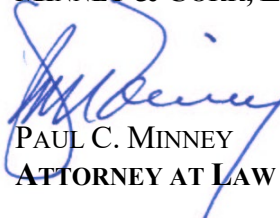
37 of 167

Re: Potential Conflict of Interest Disclosure and Waiver
October 8, 2020
Page 2 of 3

Should an actual conflict arise between the Clients on general legal matters, YMC could not and would not represent any Client as to the matter in conflict. However, YMC could continue to represent Clients as to all other general legal matters not in conflict. If such a conflict were to arise, we would notify Clients in writing. We are advising you of these possibilities solely to comply with our ethical requirements and are not suggesting that we anticipate any conflicts.

If you are in agreement with this conflict waiver, please sign and return one copy to me. Please feel free to call me if you have any questions.

Very truly yours,
**LAW OFFICES OF YOUNG,
MINNEY & CORR, LLP**



PAUL C. MINNEY
ATTORNEY AT LAW

By signing below, I indicate that I received and reviewed the Potential Conflict of Interest Disclosure and Waiver from Young, Minney & Corr, LLP and affirm that I have carefully read the foregoing letter. I understand that I am agreeing to its terms and waiving the rights and privileges described in the Potential Conflict of Interest Disclosure and Waiver.

THE COTTONWOOD SCHOOL

Norman Lorenz, School Board President

Dated: _____

WINSHIP COMMUNITY SCHOOL

Julie Haycock, Executive Director

Dated: _____



Re: Potential Conflict of Interest Disclosure and Waiver
October 8, 2020
Page 3 of 3

LAKE VIEW CHARTER SCHOOL

Julie Haycock, Executive Director

Dated: _____

FEATHER RIVER CHARTER SCHOOL

Jenell Sherman, Executive Director

Dated: _____

CLARKSVILLE CHARTER SCHOOL

Jenell Sherman, Executive Director

Dated: _____





LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

SACRAMENTO ■ LOS ANGELES ■ SAN DIEGO ■ WALNUT CREEK

AGREEMENT FOR THE PROVISION OF

LEGAL SERVICES

BY

YOUNG, MINNEY & CORR, LLP

1. **IDENTIFICATION OF PARTIES.** This Agreement, executed in duplicate with each party receiving an executed original, is made between the law office of YOUNG, MINNEY & CORR LLP, hereinafter referred to as "Attorney," and **FEATHER RIVER CHARTER SCHOOL** hereinafter referred to as "Client." This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section.
2. **LEGAL SERVICES TO BE PROVIDED.** Attorneys agree to provide the following professional services upon request:
 - a. Represent and advise Client on those aspects of law as directed by the Client;
 - b. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;
 - c. Represent the Client before the courts, and other legal and administrative agencies;
 - d. Assist Client in legal matters relating to administration of the Client;
 - e. Perform such other duties as may be assigned by Client in meeting its obligations under the law; and
 - f. Other duties as assigned by Client and acceptable to Attorneys.
3. **RESPONSIBILITIES OF ATTORNEY AND CLIENT.** Attorney will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts.
4. **RETAINER.** Client will forward a deposit of \$3,500.00 to Attorney. Upon receipt of said monies, the deposit will be placed in a trust account, to be used to pay costs, expenses and fees incurred for legal services upon the commencement of this Legal Services Agreement up to the deposited amount. Client hereby authorizes Attorney to withdraw sums from the trust account to pay the costs and/or fees Client incurs upon commencement of this Legal Services Agreement. Any unused deposit at the conclusion of Attorney's services will be refunded to Client.

5. **ATTORNEY'S FEES.** Client agrees to pay Attorney fees for services provided under this Agreement as follows:

- Partners, Of Counsel/Senior Counsel = \$295.00 per hour
- Associates = \$260.00 per hour
- Law Clerks and Paralegals = \$100.00 per hour

Attorney will charge in increments of 1/10th of an hour, rounded off for each particular activity to the nearest 1/10th of an hour. Attorney time will be itemized and billed on a monthly basis or sooner if a discernible project has been completed. The bills are due and owing upon receipt. Attorney rates may increase at any time and Client will be informed of any increase in writing. Any rate increase during this agreement will take effect 30 days after written notification to the Client.

The minimum charge for any particular activity will be 1/10th of an hour. Attorney will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: correspondence, attendance at meetings, review, revision and preparation of legal documents; legal research; telephone conversations; settlement discussions; and all other phases of administrative and judicial representation. This Agreement does not address fees for litigation, which may be determined on a case-by-case basis to be at a higher rate.

6. **COSTS.** Client further agrees to reimburse Attorney for all cost and expenses incurred by Attorney, for actual and necessary expenses and costs with respect to providing legal services including but not limited to costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporters' process server fees, fees fixed by law or assessed by courts or other agencies, postage, copies (@ 20¢ per page), facsimile transmissions (@ \$1.00 per page) mailing, parking, mileage, consultant fees, investigation expenses, lodging and reasonable travel expenses, consultants' fees and expert witness fees. All fees and costs will be billed to the Client as incurred by Attorney on a monthly basis. When legal representation as provided for under this Agreement includes litigation, Client will bear costs for court filing fees, deposition costs, expert fees and expenses, investigation costs and process server fees, travel, photocopying, and facsimile charges. Client will be billed on a monthly basis for these costs. The bills are due and owing upon receipt. Attorney rates and costs may increase at any time and Client will be informed of any increase in writing. Any rate increase during this agreement will take effect 30 days after written notification to the Client.

7. **REPRESENTATION OF ADVERSE INTERESTS.** Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the Attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the Client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

8. **SETTLEMENT.** Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.
9. **ATTORNEY'S LIEN.** Attorney will have a lien for Attorney's fees and costs advanced on all claims and causes of action that are the subject of their representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).
10. **DISCHARGE OF ATTORNEY.** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's Attorney of record in any proceeding, Client will execute and return a substitution-of-Attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney's fee for all services provided and to reimburse Attorney out of the recovery for all costs advanced.
11. **WITHDRAWAL OF ATTORNEY.** Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The Client consents; and (b) the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney's fees for all services provided.
12. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.
13. **ELECTRONIC STORAGE.** In order to provide you with efficient and convenient legal services, we will communicate and transmit documents using e-mail. Because cybersecurity continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, you are consenting to such e-mail transmissions.

In addition, we use a cloud-based computing service with servers located in a facility other than our office. Some of our electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, you understand and consent to having communications, documents and information pertinent to your matter stored through a cloud-based service.
14. **DISCLAIMER OF GUARANTY.** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

15. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
16. **SEVERABILITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
17. **MODIFICATION.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.
18. **ARBITRATION OF FEE DISPUTE.** If a dispute arises between Attorney and Client regarding Attorney's fees under this agreement and Attorney files suit in any court other than small claims court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event Attorney must submit the matter to such arbitration.
19. **ATTORNEY'S FEES.** The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable Attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
20. **EFFECTIVE DATE.** The effective date of this agreement is **SEPTEMBER 4, 2020** or the date first signed below by Client and will automatically renew annually on the effective date.
21. **ERRORS AND OMISSIONS POLICY.** Client is informed that Attorney has errors and omissions insurance which covers the professional services that are to be rendered pursuant to this agreement.
22. **AUTHORIZATION.** By signing below Client certifies it has taken all actions necessary for approval of this Agreement by the governing body of Client.
23. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorneys, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

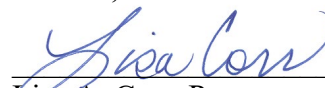
The foregoing is agreed to by:

JENELL SHERMAN, EXECUTIVE DIRECTOR

DATE _____
Signature

YOUNG, MINNEY & CORR, LLP

DATE 09/04/2020



Lisa A. Corr, Partner

Cover Sheet

Updated Homeschool Teacher Job Description

Section: II. Operations
Item: B. Updated Homeschool Teacher Job Description
Purpose: Vote
Submitted by: Jenell Sherman
Related Material: HST Job Description Feather River 2020-2021.pdf

BACKGROUND:

We are in the process of updating all of our job descriptions into a new template to include more thorough language and compliant components of the job description. We are presenting the updated Homeschool Teacher (HST) job description as an example and for you to view and approve. In the coming month, we will be presenting all of the updated job descriptions for your approval.

Homeschool Teacher Job Description

Feather River Charter School - Adopted: 10-27-20

Job Title	Homeschool Teacher
Direct Report	Regional Coordinator
FSLA Status	Full-Time Exempt / Part-Time Non-Exempt
Salary Schedule	C (Certificated) 185 work days *
Posting	Internal & External
Classification	Certificated

**NOTE: Part-time positions are subject to an increase or decrease in hours according to school needs.
Salary is prorated depending upon % of contract*

SUMMARY OF POSITION

The Homeschool Teacher (HST) is responsible for supervising the education of assigned TK-12th grade students. The HST will create an individual learning plan for each student that supports progression of the standards and addresses any need for academic intervention and enrichment. The HST will also provide guidance, resources, and strategies to each student's learning coach to ensure an optimal learning environment and social/emotional growth.

Essential duties and responsibilities:

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job. The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address needs and changing practices.*

DUTIES AND RESPONSIBILITIES

- Maintain a roster of 28 students (full time). Part time roster size determined by administrator
- Establish strong relationships with students and their learning coach(es)
- Create customized learning plans for each student
- Help learning coaches select and order curriculum
- Review and approve enrichment orders for materials and services that support the student's learning plan in accordance with school policies
- Meet with students and learning coaches at least once every 20 school days to review each student's body of work and ensure each student is making adequate progress
- Maintain availability during business hours Monday-Friday
- Respond to emails, voicemail, and text messages within one business day
- Complete all compliance items accurately and on time, including Master Agreements, Attendance, Learning Logs, Work Samples/Records, AWR, and Report Cards
- Collect and analyze assessment data for educational planning and to determine appropriate interventions
- Attend required in-person and virtual Professional Developments
- Complete all training and professional development modules as assigned
- Attend monthly Regional Team Meetings in person and work with the regional team to identify, problem solve and prevent/address issues that may arise
- Actively participate in SST, 504, and SPED meetings, processes and supports
- Provide input and documentation as requested by SPED case managers, student support coordinators and/or service providers
- Encourage student participation in local and state-mandated testing
- Help proctor state-mandated testing in person (up to 10 days for full-time teachers and as needed for part-time)
- Provide students with 1:1 testing if they are unable to participate in school-sponsored testing days
- Participate in Community Connections events (up to one per month)
- Plan and coordinate field trips and park days (minimum of 2 per year)
- Other duties as assigned including participation in WASC process

Ability to:

- Organize, prioritize, work under time constraints and to be flexible in an environment of multiple tasks and changing priorities.
- Have credibility with schools and other stakeholders; demonstrated ability to lead and manage change.
- Work effectively with diverse stakeholders.
- Successfully work independently as well as in a team environment.
- Have a high degree of professionalism, integrity, and dependability.

- Engage and Support all students in learning
- Create and maintain effective environments for student learning
- Understand and organize subject matter for student learning
- Plan and design learning experiences for all students
- Assess student learning
- Employ appropriate student motivational techniques;
- Accept individual student's level of learning as a starting point for instruction;
- Communicate with individuals from varied educational and cultural backgrounds;
- Maintain accurate records;
- Develop as a professional educator
- Demonstrate respect and concern for students, parents, other staff members and administrative colleagues.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form
- Make decisions and perform on the job according to district standards
- Communicate effectively and tactfully in both oral and written forms
- Prepare a variety of reports and presentations
- Use technology for instructional purposes as well as to communicate, create presentations and reports, collect, analyze and use student data to identify student learning needs
- Meet schedules and timelines

QUALIFICATIONS

- Hold a valid California Teaching Credential with an EL Authorization
- Homeschooling/Independent Study experience (desired)
- Knowledge of learning modalities, homeschooling philosophies
- Possess key technical skills and the ability to navigate within Google Suite, educational software, virtual meeting platforms, and information systems
- Strong written and verbal communication skills
- Strong interpersonal and problem-solving skills
- Highly self-motivated and takes initiative

Working Environment and Physical Demands:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is generally performed in the employees home. Employee is required to meet students in a public location.

Physical: Hearing and speaking to exchange information; seeing to perform assigned duties; sitting or standing for extended periods of time; dexterity of hands and fingers

to operate a computer keyboard and other office equipment; kneeling, bending at the waist, and reaching overhead, above the shoulders and horizontally, to retrieve and store files and supplies; lifting light objects. While performing the duties of this job, the employee is regularly required to sit; repeat the same hand, arm or finger motion to operate computers or laminating machine; and talk or hear. The employee is occasionally required to stand or walk. The employee must frequently push or pull up to 25 pounds and occasionally up to 75 pounds such as carts and boxes of books.

Vision: See in the normal visual range with or without correction, read printed materials and tell differences among colors.

Hearing: Hear in the normal audio range with or without correction.

Speech: Speak in an understandable voice with sufficient volume to be heard in normal conversation, on the telephone, and in addressing groups.

Hazards:

Potential exposure to emotional individuals.

Additional Requirements:

Valid California Driver's License/proof of insurance

First-Aid Certificate Desired

DOJ fingerprint Clearance

TB Risk Assessment Clearance

Appropriate US Work Permits as required

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Feather River Charter School does not discriminate on the basis of color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability in its educational programs, activities, or employment. All educational opportunities will be offered without regard to color, race, religion, ancestry, national origin, age, sex, sexual orientation, gender, ethnic group identification, mental or physical disability.

No person shall be denied employment solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. It is the responsibility of the applicant to notify the employer of any necessary modifications to the job or work site in order to determine

whether the employer can reasonably accommodate any known disability.

Feather River Charter School maintains a tobacco-free, drug-free environment.

FRCS Homeschool Teacher - Adopted 10-27-20

Cover Sheet

September Financials

Section:	III. Finance
Item:	A. September Financials
Purpose:	Vote
Submitted by:	
Related Material:	Feather River_Financial Package_September 2020.pdf



Feather River Charter School

Monthly Financial Presentation – September 2020

FEATHER RIVER - Highlights

- Annual Revenue projections increased by \$8k.
- Annual Expense projections increased by \$366k.
- Year-end Surplus projected at \$1.15M (\$1.5M prior month).
- Senate Bill 740 Requirements:

• 40/80 Expense Ratio ✗

Cert.	Instr.
39.4%	75.5%
(61,800)	(501,025)

• 25:1 Pupil-Teacher ratio ✓

Pupil:Teacher Ratio
22.75 :1

FEATHER RIVER - Revenue

Variance Analysis:

- Federal Revenue: Recognition of YTD Learning Loss Mitigation Fund Expenditures.

Revenue

<i>Year-to-Date</i>		
Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 1,103,726	\$ 1,039,677 \$ 64,049
Federal Revenue	7,999	12,941 (4,942)
Other State Revenue	125,085	65,248 59,837
Other Local Revenue	-	- -
Total Revenue	\$ 1,236,810	\$ 1,117,866 \$ 118,944

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 10,123,609	\$ 10,123,609	\$ -
137,929	129,930	7,999
908,395	908,300	95
-	-	-
\$ 11,169,934	\$ 11,161,840	\$ 8,094

FEATHER RIVER - Expenses

Variance Analysis:

- Certificated & Classified Salaries:
 - (4) additional staff members added compared to budget
- Books & Supplies: Timing of student purchases compared to budget.
- Professional Services: Authorizer fee confirmed and adjusted to 2.5% (from 1.5%)

Expenses

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 880,852	\$ 806,756	\$ (74,095)	\$ 3,720,845	\$ 3,320,026	\$ (400,819)
Classified Salaries	38,117	76,676	38,560	150,217	325,627	175,410
Benefits	253,537	261,388	7,851	1,173,391	1,078,395	(94,996)
Books and Supplies	467,113	326,220	(140,893)	1,396,826	1,221,145	(175,682)
Subagreement Services	259,090	577,322	318,231	2,135,872	2,221,458	85,586
Operations	27,426	42,567	15,141	155,126	170,267	15,141
Facilities	-	825	825	2,475	3,300	825
Professional Services	175,555	250,186	74,631	1,170,086	1,091,440	(78,646)
Depreciation	8,910	750	(8,160)	11,160	3,000	(8,160)
Interest	2,611	28,445	25,834	94,935	161,504	66,569
Total Expenses	\$ 2,113,211	\$ 2,371,135	\$ 257,924	\$ 10,010,934	\$ 9,596,162	\$ (414,772)

FEATHER RIVER - Fund Balance

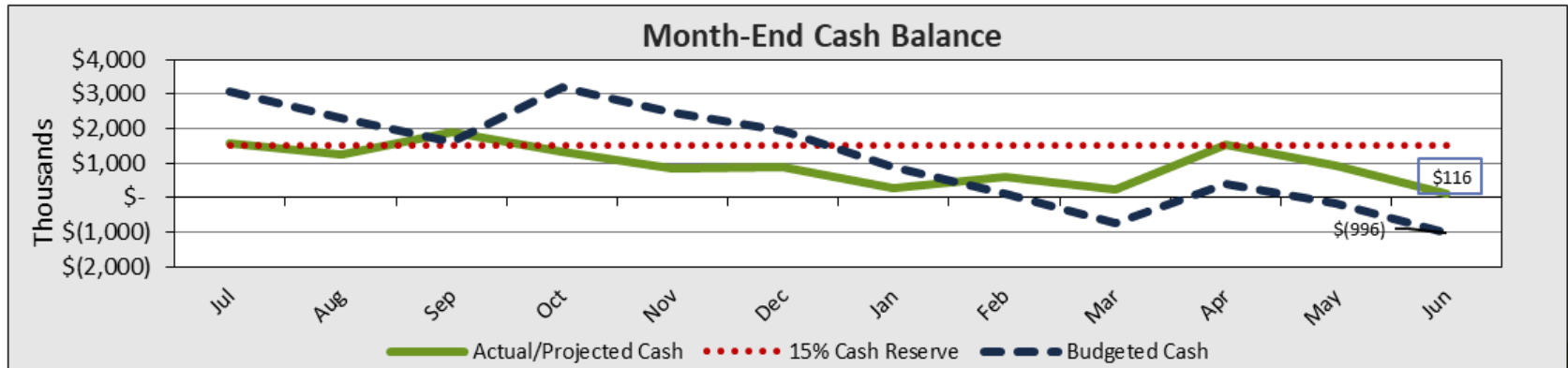
- Annual surplus projected at \$1.15MM.
- Increased instructional expenditures allows for compliance with 40/80 expense ratio.

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (876,401)	\$ (1,253,269)	\$ 376,868
Beginning Fund Balance	<u>1,015,593</u>	<u>1,015,593</u>	
Ending Fund Balance	<u>\$ 139,192</u>	<u>\$ (237,676)</u>	
<i>As a % of Annual Expenses</i>	1.4%	-2.5%	

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
	\$ 1,159,000	\$ 1,565,678	\$ (406,678)
	<u>1,015,593</u>	<u>1,015,593</u>	
	<u>\$ 2,174,593</u>	<u>\$ 2,581,271</u>	
	21.7%	26.9%	

FEATHER RIVER - Cash Balance

- Positive year-end cash projected through receivable sale.
- Next receivable sale projected for February 2021.



FEATHER RIVER - Compliance Reporting



Due Date	Description	Completed By
Oct-31	CBEDS-ORA - Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data.	Feather River
Nov-01	Kindergarten Immunization Assessment - To review and submit required vaccine doses and report on permanent medical exemptions.	Feather River
Nov-01	Mental Health Plans due to SELPA - Schools requesting Level 2 and Level 3 mental health funding must file their annual plan with their SELPA by this date. Specific due dates may vary by SELPA.	Feather River
Nov-15	Review and/or Update Non-Profit IRS Form 990 Policies - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The IRS Form 990 includes a Governance, Management and Disclosure section. Charter Schools are required to disclose the following policies: Conflict of Interest Policy, Whistleblower Policy, Document Retention and Destruction Policy, Expense Reimbursement Policy, Gift Receiving Policy, and Compensation Approval Policy. A Form 990 must be filed by the 15th day of the 5th month after the close of the NPO's fiscal year. Most schools extend this deadline to the following May 15th.	Feather River
Set by Authorizer (by Dec 15)	1st Interim Financial Report - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report for the period ending October 31 is due by the date set by the charter authorizer (no later than December 15th).	Charter Impact
Set by Authorizer (by Dec 15)	LCFF Budget Overview for Parents - Senate Bill (SB) 98 added ECSection 43509, which changed the adoption date for the Budget Overview for Parents for the 2020–21 school year. For 2020–21, local governing boards or governing bodies are required to adopt and submit the Budget Overview for Parents on or before December 15, 2020, in conjunction with the LEA's first interim budget report.	Charter Impact



FEATHER RIVER - Appendix



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



Feather River Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 10/15/2020

ADA = 1091.85

Revenues

	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
State Aid - Revenue Limit														
8011 LCFF State Aid	-	461,815	456,593	828,128	828,128	828,128	828,128	828,128	392,867	150,460	150,460	150,460	3,335,187	9,238,479
8012 Education Protection Account	-	-	-	54,593	-	-	54,593	-	-	54,593	-	-	54,593	218,370
8096 In Lieu of Property Taxes	-	-	185,318	57,021	57,021	57,021	57,021	57,021	65,446	32,723	32,723	32,723	32,723	666,760
	-	461,815	641,911	939,741	885,149	885,149	939,741	885,149	458,312	237,775	183,182	183,182	3,422,503	10,123,609
Federal Revenue														
8181 Special Education - Entitlement	-	-	-	11,647	11,647	11,647	11,647	11,647	14,339	14,339	14,339	14,339	14,339	129,930
8296 Other Federal Revenue	-	-	7,999	-	-	-	-	-	-	-	-	-	-	7,999
	-	-	7,999	11,647	11,647	11,647	11,647	11,647	14,339	14,339	14,339	14,339	14,339	137,929
Other State Revenue														
8311 State Special Education	29,306	36,478	59,206	58,723	58,723	58,723	58,723	58,723	47,301	47,301	47,301	47,301	47,301	655,110
8550 Mandated Cost	-	-	-	-	-	27,177	-	-	-	-	-	-	-	27,177
8560 State Lottery	-	-	-	-	-	-	56,277	-	-	56,277	-	-	113,460	226,013
8598 Prior Year Revenue	-	95	-	-	-	-	-	-	-	-	-	-	-	95
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	29,306	36,573	59,206	58,723	58,723	85,901	115,000	58,723	47,301	103,577	47,301	47,301	160,760	908,395
Other Local Revenue														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	29,306	498,388	709,116	1,010,111	955,519	982,696	1,066,388	955,519	519,952	355,691	244,822	244,822	3,597,602	11,169,934

Expenses

Certificated Salaries														
1100 Teachers' Salaries	183,657	209,254	210,453	205,875	205,875	205,875	205,875	205,875	205,875	205,875	205,875	205,875	-	2,456,241
1175 Teachers' Extra Duty/Stipends	4,000	10,850	18,313	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500	15,500	-	172,663
1200 Pupil Support Salaries	34,958	36,658	39,158	45,192	45,192	45,192	45,192	45,192	45,192	45,192	45,192	45,192	-	517,500
1300 Administrators' Salaries	21,283	21,283	21,283	21,283	21,283	21,283	21,283	21,283	21,283	21,283	21,283	21,283	-	255,399
1900 Other Certificated Salaries	12,950	32,317	24,434	27,705	27,705	27,705	27,705	27,705	27,705	27,705	27,705	27,705	-	319,043
	256,849	310,362	313,641	315,555	315,555	315,555	315,555	315,555	315,555	315,555	315,555	315,555	-	3,720,845
Classified Salaries														
2100 Instructional Salaries	-	-	-	8,842	8,842	8,842	8,842	8,842	8,842	8,842	8,842	8,842	-	79,580
2200 Support Salaries	22,844	2,567	12,706	3,613	3,613	3,613	3,613	3,613	3,613	3,613	3,613	3,613	-	70,637
	22,844	2,567	12,706	12,456	12,456	12,456	12,456	12,456	12,456	12,456	12,456	12,456	-	150,217
Benefits														
3101 STRS	42,321	47,378	49,438	58,605	58,605	58,605	58,605	58,605	58,605	58,605	58,605	58,605	-	666,584
3301 OASDI	967	744	779	768	768	768	768	768	768	768	768	768	-	9,405
3311 Medicare	3,976	4,443	4,615	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	-	56,216
3401 Health and Welfare	28,220	26,439	25,337	30,625	30,625	30,625	30,625	30,625	30,625	30,625	30,625	30,625	-	355,621
3501 State Unemployment	1,746	366	-	1,470	1,470	1,470	7,350	5,880	2,940	1,470	1,470	1,470	-	27,103
3601 Workers' Compensation	3,254	(204)	6,100	4,633	4,633	4,633	4,633	4,633	4,633	4,633	4,633	4,633	-	50,843
3901 Other Benefits	-	-	7,619	-	-	-	-	-	-	-	-	-	-	7,619
	80,485	79,166	93,887	100,899	100,899	100,899	106,779	105,309	102,369	100,899	100,899	100,899	-	1,173,391
Books and Supplies														
4302 School Supplies	34,080	139,758	58,385	82,678	53,896	38,127	63,941	56,920	60,268	69,123	62,488	25,921	33,852	779,436
4305 Software	35	8,726	176,164	2,958	2,958	2,958	2,958	2,958	2,958	2,958	2,958	2,958	-	211,550
4310 Office Expense	-	1,872	1,010	942	942	942	942	942	942	942	942	942	-	11,356
4311 Business Meals	-	-	-	142	142	142	142	142	142	142	142	142	-	1,275
4400 Noncapitalized Equipment	-	28,434	18,649	52,296	34,091	24,116	40,444	36,003	38,121	43,722	39,525	16,396	21,412	393,209
	34,115	178,791	254,207	139,016	92,028	66,285	108,427	96,964	102,431	116,886	106,055	46,358	55,263	1,396,826
Subagreement Services														
5102 Special Education	600	7,338	12,666	35,075	35,075	35,075	35,075	35,075	35,075	35,075	35,075	35,075	-	336,279
5105 Security	-	-	-	458	458	458	458	458	458	458	458	458	-	4,125
5106 Other Educational Consultants	5,093	65,960	26,208	171,144	111,564	78,923	132,357	117,823	124,755	143,083	129,350	53,656	70,073	1,229,990
5107 Instructional Services	46,907	47,242	47,075	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	47,139	-	565,478
	52,601	120,541	85,949	253,816	194,237	161,595	215,030	200,496	207,428	225,756	212,022	136,329	70,073	2,135,872
Operations and Housekeeping														
5201 Auto and Travel	-	-	97	2,006	2,006	2,006	2,006	2,006	2,006	2,006	2,006	2,006	-	18,148
5300 Dues & Memberships	-	1,070	-	867	867	867	867	867	867	867	867	867	-	8,870
5400 Insurance	3,271	5,125	16,792	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250	11,250	-	126,438
5900 Communications	-	579	434	67	67	67	67	67	67	67	67	67	-	1,612
5901 Postage and Shipping	-	-	58	-	-	-	-	-	-	-	-	-	-	58
	3,271	6,774	17,381	14,189	14,189	14,189	14,189	14,189	14,189	14,189	14,189	14,189	-	155,126
Facilities, Repairs and Other Leases														
5601 Rent	-	-	-	83	83	83	83	83	83	83	83	83	-	750
5604 Other Leases	-	-	-	142	142	142	142	142	142	142	142	142	-	1,275
5610 Repairs and Maintenance	-	-	-	50	50	50	50	50	50	50	50	50	-	450
	-	-	-	275	275	275	275	275	275	275	275	275	-	2,475
Professional/Consulting Services														
5801 IT	-	-	-	225	225	225	225	225	225	225	225	225	-	2,025
5802 Audit & Taxes	-	-	-	1,800	1,800	1,800	-	-	-	-	-	-	-	5,400
5803 Legal	-	8,833	(8,223)	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	1,008	-	9,684
5804 Professional Development	-	-	-	5,550	5,550	5,550	5,550	5,550	5,550	5,550	5,550	5,550	-	49,950
5805 General Consulting	-	400	567	683	683	683	683	683	683	683	683	683	-	7,117
5806 Special Activities/Field Trips	-	2,006	-	10,315	6,724	4,757	7,977	7,101	7,519	8,624	7,796	3,234	4,223	70,278
5807 Bank Charges	1,315	476	612	230	230	230	230	230	230	230	230	230	-	4,473
5808 Printing	55	22	-	10	10	10	10	10	10	10	10	10	-	166
5809 Other taxes and fees	861	370	-	320	320	320	320	320	320	320	320	320	-	4,111
5810 Payroll Service Fee	154	791	295	644	644	644	644	644	644	644	644	644	-	7,034
5811 Management Fee	57,924	64,293	63,826	63,413	63,413	63,413	63,413	63,413	63,413	63,413	63,413	63,413	-	756,757
5812 District Oversight Fee	-	-	(19,021)	23,494	22,129	22,129	23,494	22,129	11,458	5,944	4,580	4,580	132,177	253,090
	60,309	77,191	38,055	107,692	102,736	100,769	103,554	101,313	91,060	86,651	84,459	79,897	136,400	1,170,086

Feather River Charter School

Monthly Cash Flow/Forecast FY20-21

Revised 10/15/2020

ADA = 1091.85

Depreciation

6900 Depreciation Expense

Interest

7438 Interest Expense

Total Expenses

Monthly Surplus (Deficit)

Cash Flow Adjustments

Monthly Surplus (Deficit)

Cash flows from operating activities

Depreciation/Amortization

Public Funding Receivables

Grants and Contributions Rec.

Due To/From Related Parties

Prepaid Expenses

Other Assets

Accounts Payable

Accrued Expenses

Deferred Revenue

Other Liabilities

Cash flows from investing activities

Purchases of Prop. And Equip.

Notes Receivable

Cash flows from financing activities

Proceeds from Factoring

Payments on Factoring

Proceeds from Debt

Payments on Debt

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

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
64	4,423	4,423	250	250	250	250	250	250	250	250	250	-	11,160
64	4,423	4,423	250	250	250	250	250	250	250	250	250	-	11,160
283	283	2,046	-	-	-	-	17,580	8,790	65,954	-	-	-	94,935
283	283	2,046	-	-	-	-	17,580	8,790	65,954	-	-	-	94,935
510,820	780,097	822,294	944,148	832,625	772,272	876,514	864,387	854,802	938,871	846,160	706,207	261,736	10,010,934
(481,514)	(281,709)	(113,178)	65,964	122,894	210,424	189,874	91,132	(334,850)	(583,180)	(601,337)	(461,385)	3,335,866	1,159,000
(481,514)	(281,709)	(113,178)	65,964	122,894	210,424	189,874	91,132	(334,850)	(583,180)	(601,337)	(461,385)	3,335,866	1,159,000
64	4,423	4,423	250	250	250	250	250	250	250	250	250	-	11,160
-	160,673	78,713	-	-	83,988	(430,313)	-	-	-	-	-	(3,597,602)	(3,704,541)
1,142,686	-	522,695	-	-	-	-	-	-	-	-	-	-	1,665,381
93,815	94,484	626,555	93,815	93,815	93,815	-	-	-	-	-	-	-	1,096,298
25	(34,339)	11,446	-	-	-	-	-	-	-	-	-	-	(22,868)
-	-	-	-	-	-	-	-	-	-	-	-	-	-
(170,229)	473,401	(157,399)	-	-	-	-	-	-	-	-	-	261,736	407,509
(16,028)	(261,939)	(244,731)	(335,202)	(335,202)	(335,202)	(335,202)	(335,202)	(336,351)	(336,351)	-	(336,351)	-	(3,207,760)
-	-	148,486	-	-	-	-	-	-	-	-	-	-	148,486
(1,141,700)	-	-	-	-	-	-	-	-	-	-	-	-	(1,141,700)
-	(261,500)	-	-	-	-	-	-	-	-	-	-	-	(261,500)
-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	586,000	293,000	2,198,466	-	-	-	3,077,466
-	(206,000)	(206,000)	(370,800)	(358,900)	-	-	-	-	-	-	-	-	(1,141,700)
1,697,242	-	-	-	-	-	-	-	-	-	-	-	-	1,697,242
-	283	(20,550)	(20,833)	(20,833)	(20,833)	(20,833)	-	-	-	-	-	-	(103,601)
1,124,361	(312,223)	650,460	(566,806)	(497,976)	32,442	(596,225)	342,180	(377,952)	1,279,185	(601,087)	(797,486)		
437,300	1,561,660	1,249,437	1,899,897	1,333,091	835,115	867,557	271,332	613,512	235,560	1,514,745	913,658		
1,561,660	1,249,437	1,899,897	1,333,091	835,115	867,557	271,332	613,512	235,560	1,514,745	913,658	116,171		

Feather River Charter School**Budget vs Actual**

For the period ended September 30, 2020

	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	456,593	\$ 460,071	\$ (3,478)	\$ 918,408	\$ 920,142	\$ (1,734)	\$ 9,238,479
Education Protection Account	-	-	-	-	-	-	218,370
In Lieu of Property Taxes	185,318	79,690	105,628	185,318	119,535	65,783	666,760
Total State Aid - Revenue Limit	641,911	539,761	102,150	1,103,726	1,039,677	64,049	10,123,609
Federal Revenue							
Special Education - Entitlement	-	6,470	(6,470)	-	12,941	(12,941)	129,930
Other Federal Revenue	7,999	-	7,999	7,999	-	7,999	-
Total Federal Revenue	7,999	6,470	1,529	7,999	12,941	(4,942)	129,930
Other State Revenue							
State Special Education	59,206	32,624	26,582	124,990	65,248	59,742	655,110
Mandated Cost	-	-	-	-	-	-	27,177
State Lottery	-	-	-	-	-	-	226,013
Prior Year Revenue	-	-	-	95	-	95	-
Total Other State Revenue	59,206	32,624	26,582	125,085	65,248	59,837	908,300
Total Revenues	709,116	\$ 578,856	\$ 130,261	\$ 1,236,810	\$ 1,117,866	\$ 118,944	\$ 11,161,840
Expenses							
Certificated Salaries							
Teachers' Salaries	210,453	\$ 197,927	\$ (12,526)	\$ 603,363	\$ 593,780	\$ (9,583)	\$ 2,375,121
Teachers' Extra Duty/Stipends	18,313	15,500	(2,813)	33,163	15,500	(17,663)	155,000
Pupil Support Salaries	39,158	32,542	(6,617)	110,775	97,625	(13,150)	390,500
Administrators' Salaries	21,283	20,583	(700)	63,850	61,750	(2,100)	247,000
Other Certificated Salaries	24,434	12,700	(11,733)	69,701	38,101	(31,600)	152,405
Total Certificated Salaries	313,641	279,252	(34,388)	880,852	806,756	(74,095)	3,320,026
Classified Salaries							
Instructional Salaries	-	6,307	6,307	-	12,614	12,614	69,379
Support Salaries	12,706	21,354	8,648	38,117	64,062	25,945	256,248
Total Classified Salaries	12,706	27,661	14,956	38,117	76,676	38,560	325,627
Benefits							
State Teachers' Retirement System, certificated po	49,438	51,382	1,945	139,136	148,443	9,307	610,885
OASDI/Medicare/Alternative, certificated positions	779	1,715	936	2,490	4,754	2,264	20,189
Medicare/Alternative, certificated positions	4,615	4,450	(165)	13,034	12,810	(225)	52,862
Health and Welfare Benefits, certificated positions	25,337	26,250	913	79,996	78,750	(1,246)	315,000
State Unemployment Insurance, certificated positions	-	1,421	1,421	2,113	4,263	2,150	28,420
Workers' Compensation Insurance, certificated positions	6,100	4,297	(1,803)	9,150	12,368	3,218	51,039
Other Benefits, certificated positions	7,619	-	(7,619)	7,619	-	(7,619)	-
Total Benefits	93,887	89,515	(4,372)	253,537	261,388	7,851	1,078,395
Books & Supplies							
School Supplies	58,385	69,500	11,115	232,223	208,773	(23,450)	779,436
Software	176,164	2,958	(173,205)	184,925	8,875	(176,050)	35,500
Office Expense	1,010	942	(68)	2,881	2,825	(56)	11,300
Business Meals	-	142	142	-	425	425	1,700
Noncapitalized Equipment	18,649	35,061	16,413	47,083	105,322	58,239	393,209
Total Books & Supplies	254,207	108,603	(145,604)	467,113	326,220	(140,893)	1,221,145
Subagreement Services							
Special Education	12,666	35,075	22,409	20,604	105,225	84,621	420,900
Security	-	458	458	-	1,375	1,375	5,500
Other Educational Consultants	26,208	109,674	83,466	97,262	329,455	232,193	1,229,990
Instructional Services	47,075	47,089	14	141,225	141,267	42	565,068
Total Subagreement Services	85,949	192,297	106,348	259,090	577,322	318,231	2,221,458
Operations & Housekeeping							
Auto and Travel	97	2,006	1,908	97	6,017	5,919	24,067
Dues & Memberships	-	867	867	1,070	2,600	1,530	10,400
Insurance	16,792	11,250	(5,542)	25,188	33,750	8,562	135,000
Communications	434	67	(367)	1,012	200	(812)	800
Postage and Shipping	58	-	(58)	58	-	(58)	-
Total Operations & Housekeeping	17,381	14,189	(3,193)	27,426	42,567	15,141	170,267

Feather River Charter School***Budget vs Actual*****For the period ended September 30, 2020**

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Facilities, Repairs & Other Leases							
Rent	-	83	83	-	250	250	1,000
Other Leases	-	142	142	-	425	425	1,700
Repairs and Maintenance	-	50	50	-	150	150	600
Total Facilities, Repairs & Other Leases	-	275	275	-	825	825	3,300
Professional/Consulting Services							
IT	-	225	225	-	675	675	2,700
Audit & Taxes	-	-	-	-	-	-	5,400
Legal	(8,223)	1,008	9,232	609	3,025	2,416	12,100
Professional Development	-	5,550	5,550	-	16,650	16,650	66,600
General Consulting	567	683	117	967	2,050	1,083	8,200
Special Activities/Field Trips	-	6,266	6,266	2,006	18,824	16,818	70,278
Bank Charges	612	192	(421)	2,403	575	(1,828)	2,645
Printing	-	8	8	76	25	(51)	115
Other Taxes and Fees	-	267	267	1,231	800	(431)	3,680
Payroll Service Fee	295	622	328	1,240	1,867	627	7,467
Management Fee	63,826	63,367	(459)	186,044	190,100	4,056	760,400
District Oversight Fee	(19,021)	8,096	27,118	(19,021)	15,595	34,616	151,854
Total Professional/Consulting Services	38,055	86,285	48,230	175,555	250,186	74,631	1,091,440
Depreciation							
Depreciation Expense	4,423	250	(4,173)	8,910	750	(8,160)	3,000
Total Depreciation	4,423	250	(4,173)	8,910	750	(8,160)	3,000
Interest							
Interest Expense	2,046	-	(2,046)	2,611	28,445	25,834	161,504
Total Interest	2,046	-	(2,046)	2,611	28,445	25,834	161,504
Total Expenses	822,294	\$ 798,327	\$ (23,967)	\$ 2,113,211	\$ 2,371,135	\$ 257,924	\$ 9,596,162
Change in Net Assets	(113,178)	(219,471)	106,294	(876,401)	(1,253,269)	376,868	1,565,678
Net Assets, Beginning of Period	252,340			1,015,563			
Net Assets, End of Period	\$ 139,192			\$ 139,192			

Feather River Charter School

Statement of Financial Position

September 30, 2020

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 1,899,897	\$ 437,300	\$ 1,462,598	334%
Accounts Receivable	769,459	1,293,140	(523,681)	-40%
Public Funding Receivable	479,676	719,063	(239,386)	-33%
Factored Receivables	(729,700)	-	(729,700)	0%
Due To/From Related Parties	4,302,236	5,117,090	(814,854)	-16%
Prepaid Expenses	71,010	48,143	22,868	47%
Total Current Assets	6,792,580	7,614,735	(822,155)	-11%
Long-Term Assets				
Property & Equipment, Net	257,940	5,350	252,590	4721%
Total Long Term Assets	257,940	5,350	252,590	4721%
Total Assets	\$ 7,050,519	\$ 7,620,085	\$ (569,565)	-7%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 809,874	\$ 664,131	\$ 145,743	22%
Accrued Liabilities	4,150,991	4,673,689	(522,698)	-11%
Deferred Revenue	148,486	1,141,700	(993,214)	-87%
Notes Payable, Current Portion	273,865	125,002	148,863	119%
Total Current Liabilities	5,383,216	6,604,522	(1,221,306)	-18%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	1,528,111	-	1,528,111	0%
Total Long-Term Liabilities	1,528,111	-	1,528,111	0%
Total Liabilities	\$ 6,911,327	\$ 6,604,522	\$ 306,805	5%
Total Net Assets	139,192	1,015,563	(876,371)	-86%
Total Liabilities and Net Assets	\$ 7,050,519	\$ 7,620,085	\$ (569,565)	-7%

Feather River Charter School

Statement of Cash Flows

For the period ended September 30, 2020

	Month Ended 09/30/20	YTD Ended 09/30/20
Cash Flows from Operating Activities		
Change in Net Assets	\$ (113,178)	\$ (876,401)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	4,423	8,910
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	78,713	239,386
Grants, Contributions & Pledges Receivable	316,695	1,253,381
Due from Related Parties	626,555	814,854
Prepaid Expenses	11,446	(22,868)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(157,399)	145,773
Accrued Expenses	(244,731)	(522,698)
Deferred Revenue	148,486	(993,214)
Total Cash Flows from Operating Activities	671,010	47,123
Cash Flows from Investing Activities		
Purchase of Property & Equipment	-	(261,500)
Total Cash Flows from Investing Activities	-	(261,500)
Cash Flows from Financing Activities		
Proceeds from (payments on) Long-Term Debt	(20,550)	1,676,974
Total Cash Flows from Financing Activities	(20,550)	1,676,974
Change in Cash & Cash Equivalents	650,460	1,462,598
Cash & Cash Equivalents, Beginning of Period	1,249,437	437,300
Cash and Cash Equivalents, End of Period	\$ 1,899,897	\$ 1,899,897

Feather River Charter School

Check Register

For the period ended September 30, 2020

Check Number	Vendor Name	Check Date	Check Amount
10124	City of West Sacramento	9/15/2020	VOID
10132	YMCA of Superior California	9/15/2020	VOID
10136	Absolute Mathematics	9/15/2020	VOID
10143	Baciarini's Martial Arts	9/15/2020	VOID
10221	Expressions Academy of Dance	9/15/2020	VOID
10409	Elodie Perroud	9/1/2020	VOID
10601	Elodie Perroud	9/2/2020	540.00
10602	Sutter County Schools	9/2/2020	72,032.75
10603	Brandy Ruscica	9/2/2020	395.00
10604	Charter Impact, Inc.	9/2/2020	40.00
10605	Discount School Supply	9/2/2020	446.41
10606	Jackson Voice Studio	9/2/2020	720.00
10607	Kline Music	9/2/2020	180.00
10608	Provenance	9/2/2020	166,629.68
10609	CONFIDENTIAL	9/2/2020	118.90
10610	Studio 24	9/2/2020	185.00
10611	Alexandra Sokolov	9/10/2020	450.00
10612	CharterSafe	9/10/2020	VOID
10613	Global Teletherapy	9/10/2020	62,340.18
10614	Heather Williams	9/10/2020	870.00
10615	Karen Yunis (Reading and Spelling Tutoring by Karen)	9/10/2020	840.00
10616	Kovar's Laguna	9/10/2020	885.00
10617	Kovar's Satori Academy	9/10/2020	690.15
10618	Kovar's Satori Academy - Carmichael	9/10/2020	1,174.00
10619	Logic of English	9/10/2020	908.44
10620	Lotus Educational Services	9/10/2020	2,228.40
10621	Rainbow Resource Center	9/10/2020	284.61
10622	Kline Music	9/10/2020	43.50
10623	Charter Impact, Inc.	9/11/2020	17,045.50
10624	Provenance	9/11/2020	30,840.24
10625	Franchise Tax Board	9/14/2020	420.74
10626	Absolute Mathematics	9/17/2020	60.00
10627	Baciarini's Martial Arts	9/17/2020	159.00
10628	City of West Sacramento	9/17/2020	35.00
10629	Expressions Academy of Dance	9/17/2020	80.00
10630	YMCA of Superior California	9/17/2020	690.00
10631	AXIS, Applied Integrated Services, LLC.	9/17/2020	15,380.00

10632	Bright Solutions For Dyslexia, Inc	9/17/2020	339.33
10633	CB Music	9/17/2020	297.00
10634	Global Teletherapy	9/17/2020	13,586.68
10635	Growing Healthy Children Therapy Services Inc.	9/17/2020	VOID
10636	Inspire Learning Academy	9/17/2020	1,045.00
10637	Katie Berry Dance	9/17/2020	110.00
10638	Regina Lott	9/17/2020	560.00
10639	Sandra Nadine Holmes Nanton	9/17/2020	1,120.00
10640	California Learning Center	9/18/2020	380.00
10641	Growing Healthy Children Therapy Services Inc.	9/24/2020	4,730.75
10642	Charter Schools Development Center	9/24/2020	2,154.00
10643	A Brighter Child	9/25/2020	347.84
10644	Arabic Homeschool	9/25/2020	98.00
10645	Asten Fallavollita	9/25/2020	492.00
10646	Brenda Crosier	9/25/2020	380.00
10647	Bright Solutions For Dyslexia, Inc	9/25/2020	442.48
10648	Charter Impact, Inc.	9/25/2020	58.39
10649	CharterSafe	9/25/2020	11,446.00
10650	Eat at Joes Inc dba Encore! Studio of Performing Arts	9/25/2020	845.00
10651	Elisabeth Quigley	9/25/2020	720.00
10652	Family Taekwondo Academy	9/25/2020	99.00
10653	Fusion Elite Performance Training Center	9/25/2020	549.95
10654	Global Teletherapy	9/25/2020	34,081.62
10655	History Unboxed LLC	9/25/2020	570.46
10656	HTP Services, Inc.	9/25/2020	1,875.00
10657	Jonathan Holowaty	9/25/2020	480.00
10658	Kalmykov Tatyana	9/25/2020	750.00
10659	Kid's Club Spanish School, LLC	9/25/2020	95.00
10660	Logic of English	9/25/2020	118.77
10661	Lotus Educational Services	9/25/2020	2,093.40
10662	McFadyen Music Studio	9/25/2020	660.00
10663	Monique Rance	9/25/2020	360.00
10664	Nancy Barcal	9/25/2020	550.00
10665	Olga Petrenko	9/25/2020	1,095.00
10666	Provenance	9/25/2020	255.94
10667	School Pathways, LLC	9/25/2020	7,745.77
10668	Supported Life Institute	9/25/2020	1,550.25
10669	Thrive Homeschool Program	9/25/2020	982.50
10670	Time4Learning.com	9/25/2020	50.00
10671	Wieser Educational	9/25/2020	59.00
10672	Williamsburg Learning	9/25/2020	500.00
10673	Winship-Robbins ESD	9/25/2020	8,214.87
10674	Wonder Crate	9/25/2020	287.52
10675	Lakeshore	9/28/2020	6,709.81
10676	Blue Ridge Academy	9/29/2020	29,894.58

10677	Clarksville Charter School	9/29/2020	786.36
10678	Kovar's Satori Academy	9/29/2020	1,227.00
10679	Triumph Academy	9/29/2020	<u>2,712.23</u>
Total Disbursement in September			\$ <u>520,219.00</u>

Feather River Charter School

Due (To)/From All Inspire Charter School Locations

For the period ended September 30, 2020

	Account Balance
Due (to)/from Inspire LA	\$ 3,816,230
Due (to)/from Inspire Charter Services	<u>486,007</u>
	-
Total Due (to)/from Balance	<u>\$ 4,302,236</u>

Cover Sheet

Staff Sharing Memorandum of Understanding

Section: III. Finance
Item: B. Staff Sharing Memorandum of Understanding
Purpose: Vote
Submitted by: Jenell Sherman
Related Material: Draft MOU for Shared Services.pdf

BACKGROUND:
The board is being presented with the final Staff Sharing MOU (Memorandum of Understanding) to allow the sharing of staff and the financial allocations connected to each position for each of the schools. Schools included in the MOU are Lake View, Winship, Feather River, Clarksville, and The Cottonwood School.

RECOMMENDATION:
All five boards will vote to approve this MOU for the 2020-21 school year.

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, 2020 (“**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, The Cottonwood 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, The Cottonwood School operates a public charter school named The Cottonwood 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 allocate 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 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 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 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.

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 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).

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 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.

8. Term and Termination.

- a. Term. The MOU is effective as of July 1, 2020 and shall remain in effect until June 30, 2021 (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 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 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 to 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, 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.

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 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.

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: 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: The Cottonwood School
ATTN: Board President
7006 Rossmore Lane
El Dorado Hills, CA 95762
nlorenzedd@gmail.com

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

For The Cottonwood School, copy to:
Paul C. Minney, Esq.
Young, Minney & Corr, LLP
655 University Ave., Ste 150
Sacramento, Ca. 95825
pminney@mycharterlaw.com

For Clarksville Charter School, Feather River Charter School, Lake View Charter School, and Winship Community School, copy to:

Rahul E. Reddy, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street Suite 2200
San Diego, CA 92101
rahul.reddy@procopio.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 Block on Following Page]

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: _____, 2020

Feather River Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Lake View Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

The Cottonwood School, a California nonprofit public
benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Winship Community School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

ATTACHMENT A**Effective Date: ~~DATE~~ July 1, 2020**

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	Homeschool Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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	Regional Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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	Teacher Trainer
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Provide initial training and support to new teachers ● Hold regular office hours to support new teachers ● Meet monthly with Mentor Teachers to offer support, problem-solve, and collaborate <u>to support teachers and students</u>

Position	Mentor Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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	Handbook Manager
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Organize the information in the HST Handbook in a user-friendly format ● Maintain the HST Handbook to ensure accuracy of information and active links ● Update the Handbook with new information as requested by the leadership team and/or department heads.

Position	JHVA Program Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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 Lead Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Assist JHVA Coordinator with all duties and responsibilities outlined in Coordinator Job Description as needed ● Support and train JHVA teachers ● Provide live, virtual instruction twice per week for one class (totaling 2 hours) and virtual office hours twice per week (totaling 2 hours) ● Complete all duties for selected course as outlined in the JHVA Teacher job description

Position	JHVA Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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	Education Specialist (Special Education Teacher)
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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 Program Specialist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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 region with.

Position	Special Education School Psychologist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Draft and send Assessment Plans ● Casemanage virtual and in-person assessments/assessors ● Conduct in-person assessments ● Review all assessment reports ● Write assessment report ● Attend IEE meetings ● <u>Attend contentious/challenging assessment IEP meetings</u> ● <u>Provide psychology services to students in accordance with IEP's.</u>

Position	School Nurse
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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	Special Education Assistant Director
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Provide leadership in developing, implementing, evaluating and revising €charter <u>school</u> programs and services as assigned by the Director of Special Education. ● Supervise and evaluate classified and certificated staff as assigned by the

	<p>Director of Special Education.</p> <ul style="list-style-type: none"> ● Provide supervision, consult and information regarding laws, policies and procedures to program specialists and departmental staff. ● Admin. Designee for Lv 3 IEPs (contentious/challenging IEP meetings in which Program Specialists need more support or advocate/attorneys are involved)
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Position	Director of Special Education & Student Support
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Administrator for the Special Education Department ● Administrator for the Student Support Department ● Supervise staff in both departments ● SELPA Representative ● <u>Oversee</u> Handle all special education legal cases ● Oversee SELPA and CDE reporting

Position	Special Education Assessment Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Process incoming parent, teacher, IEP team assessment requests ● Assign assessors to students ● Ensure assessment completion

Position	Special Education Services Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Send NPA contracts ● Send ISA's ● Assign services to providers ● Send IEE ISA's/Contracts

Position	Special Education SEIS Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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

	<ul style="list-style-type: none"> Manages and supports SEIS user accounts, correcting data and log-in errors as needed
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Position	Special Education Office Manager/Assistant
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> 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 SpEd's <u>Special Education</u> general email accounts and phone lines Coordinates IEP scheduling with Case Managers

Position	Special Education Records Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Maintains and updates student hardcopy records in a categorical filing system Provides student files for internal staff and outside school districts with incoming and student withdraws Ensures compliance of CDE timelines in regards to SpEd records Coordinates with SpEd staff, Enrollment, GE Records, Pathways and SEIS teams to ensure accuracy of student data across multiple departments

Position	Special Education AT/Low Incidence Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Keeps a database of low incidence purchases and order tracking 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	Intervention- Speech Language Pathologist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Provides General Education Speech and Language Response to Intervention (RtI) to students and serves as a member of the Support Team and will collaborate as well as consult with the team members.

	<ul style="list-style-type: none"> ● Assist in development of MTSS, develop and implement a speech and language RtI program. ● Develop and implement a progress monitoring systems and the analysis of student outcomes; ● Serve as a member of Student Study teams, utilizing expertise in language, its disorders, and treatment; ● Consult with teachers to meet the needs of students in initial RtI tiers with a specific focus on the relevant language underpinnings of learning and literacy
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Position	Intervention Coordinator-Math
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● The Student Support Intervention Coordinator- serves as a subject expert by organizing and implementing Math intervention for all participating schools. The Coordinator works with the Homeschool Teacher (HST), parents, students, and all other academic staff within our schools that support students. ● The Coordinator organizes, develops, and maintains curriculum and direct instruction for intervention via a virtual platform. Also, the Coordinator will provide data for follow up SST and 504 meetings and communicate with parents, teachers, staff regarding progress, or further assessments needed. The Coordinator may also assist general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies.

Position	Intervention Coordinator-Reading
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● The Student Support Intervention Coordinator- serves as a subject expert by organizing and implementing Reading intervention for all participating schools. The Coordinator works with the Homeschool Teacher (HST), parents, students, and all other academic staff within our schools that support students. ● The Coordinator organizes, develops, and maintains curriculum and direct instruction for intervention via a virtual platform. Also, the Coordinator will provide data for follow up SST and 504 meetings and communicate with parents, teachers, staff regarding progress, or further assessments needed. The Coordinator may also assist general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies.

Position	Student Support Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Coordinates and leads SST meetings. The Coordinator works with the Homeschool Teacher (HST), parents, students and all other academic staff. The Coordinator holds meetings and follows up with SST meetings and communicates with parents, teachers, staff regarding progress or further assessments needed. The coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. Implements and documents retention requests and processes for students requesting retention.

Position	504 Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> The 504 Coordinator serves as a specialist for the school by coordinating and leading 504 meetings. The Coordinator works with the Homeschool Teacher (HST), parents, students and all other academic staff. Holds meetings, documents and follows up with 504 meetings and communicates with parents, teachers, staff regarding progress or further assessments needed. The coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. The Coordinator will follow the regulations associated with 504's and ensure accommodations are being met.

Position	Student Support Specialist
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> Support Student Service Coordinators with scheduling and tracking of 504 and SST meetings, planning, organizing and data analysis. Schedule SST/504 Meetings Provide materials to teachers and families as needed Assist with progress monitoring & data collection Maintain calendar of SST/504 meetings as well as timelines of follow up Maintain Department Calendars Communicate with teachers and parents regarding updates, meetings, etc. Assist Student Support, 504 and Intervention Coordinators as needed Assist teachers with questions Assist in preparing teacher and parent presentations Enter and/or pull data and reports from the SIS (e.g, ELD, 504, demographics)

	<ul style="list-style-type: none"> • Set up and maintenance of all Tier 1 programs (ie: Reading Horizons, Learning Ally, MathSeeds, Reading Eggs, etc.) • Communicates with HST's regarding T1 programs and department inquiries.
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Position	Program Specialist and Students in Crisis Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • The Student Support Program Specialist supports SST and 504 Coordinators with exceptional cases and helps to facilitate Special Education referrals that originate with the Student Support Team. The SSPS also 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. • Educates, builds and maintains SEL website for all schools

Position	Coordinator Student Support and Intervention
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> • Develop, implement and evaluate schools MTSS/RTI and intervention programs and assists in coordinating and directing internal Intervention operations. Provide leadership to the Support Coordinators, the Support Intervention coordinators, and the School Staff to develop and implement intervention curriculum, assessment, professional learning activities, and English Learner programs. Supervise and evaluate all MTSS/RTI Support Coordinators ELA/Math. This person supports the School Principal by assisting with administrative functions, participates in overall School planning, decision making, and operation, and performs special duties as may be assigned by the Principal. • Manages, coordinates and implements the retention process for all schools.

Position	Regional Community Connections Coordinator (RCC)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> - Oversee regional group of Community Coordinators - Provide support, information and ideas to Regional Community Connections team

	<ul style="list-style-type: none"> -Promote community among teachers and families - Meet with community connections team on a regular basis - Foster an environment of creative thinking and cohesive team effort -Respond to requests and correspondence from teachers, families and community representatives in a timely manner
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Position	Community Connections Coordinator (CC)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> • Plan and implement family events and community service opportunities in assigned region either virtually or in person • Promote community among teachers and families • Plan approximately 3 events per month • Foster an environment of creative thinking and cohesive team effort • Respond to requests and correspondence from teachers, families and community representatives in a timely manner

Position	Enrichment & Curriculum Support Specialist
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> • 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

Position	Vendor Relations Coordinator
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● First line of communication for all vendors for the North Schools<u>Schools</u>. ● Manage and update vendor lists. ● Evaluate prospective vendors for school principal approval. ● Review and approve vendor applications. ● Develop new vendors in growing communities. ● Ensure approved vendors provide educational services appropriate for student development in career and technical education, physical education, and other extracurricular areas. ● Plan and implement a vendor support program to include staff visits to vendor locations and response to complaints. ● Collaborate with regional teams to investigate vendor concerns. ● Point person for back-office vendor team.

Position	Assistant Director
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Oversee RC's, staff evaluations & help with staff and family situations ● Assemble and send out North News_- Weekly Newsletter ● Send out Staff Communications ● Help with Enrollment, Withdrawals, Student Assignments & manage Teacher Tracker ● Oversee Hiring/EdJoin, Employment Verification & work with HR ● Oversee Local Assignment Option & Credentialing ● Monitor PORs ● Time clock oversight PT ● Oversee and develop CTE ● Work with College Board for AP, PSAT and SAT/ACT ● Oversee HSVA Program & Academic Decathlon ● Oversee Teacher Training Program & Mentor Teacher Support ● RC 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 ● Coordinate All-Access Curriculum ● Oversee the EL Team, ELPAC Coordination & develop EL Plan ● Oversee the Testing Team: Renaissance 360 Management, CAASPP

	<p>Coordination</p> <ul style="list-style-type: none"> • Coordinate with Testing Support from Provenance • Oversee Enrichment Ordering, Order Exceptions/approvals • Enrichment: secondary approvals, policy, exceptions, training, updates, <u>and compliance support</u> • Vet, approve, and monitor Vendors • Manage vendor communication, finalize contracts • Multicultural, Diversity, & Inclusion • Meet with FLs, EOS, CC, NJHS/NHS, Field trips & events • Oversee Community Connections
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Position	Deputy Director (4 Schools Only)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> • Writing the SARC, LCaP with LLMF • Oversee charter material revisions & renewals • Organize Board meeting discussions/agenda/support • Work on Interim Audits & FCMAT support • Collaboration with Pathways & compliance • Attend FL weekly meetings • Work on Family/Student Handbooks, Safety Plans • WASC assistance • Participate in weekly SCOE-county calls & act as liaison with Supt. and County Office

Position	High School Academic & Counseling Coordinator
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> • Set High School Policy and maintain communication in all venues • Supervision of Guidance Counselors, Guidance Techs and Curriculum Positions • Legal compliance with all federal, state and private accrediting agencies • CTE resource development and integration

Position	High School Counselor
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● 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	Guidance Tech
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Transcript maintenance ● Manage Master Student Roster ● Ensure accurate record keeping across all platforms

Position	Academic Decathlon Teacher (Stipend)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Runs the Academic Decathlon Program for all schools ● Manage classes and curriculum ● Attend Acadec events

Position	Administrative Assistant (4 schools)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Work directly with the Principal managing daily tasks. ● Provide secretarial assistance to the pPrincipal 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 & Pproofreading emails, paperwork ● Create letterhead for each school and one with all 5 schools ● Help with events (graduation, PD's, homeschool showcase) ● Approvals for Divvy, review check register ● Assist with board meeting prep

Position	Business/HR Manager (4 schools)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Day to day operations and activities of the Human Resources Department ● Advise applicants and employees regarding fingerprinting and tuberculosis clearance ● Wide variety of personnel related assignments, ie. records, databases ● Collect, verify and keep record time keeping information ● Prepare, input, and maintain employee information and personnel files ● Verify extra pay, stipend, and overtime approvals ● Maintain and update payroll records ● Resolve and respond to employee inquiries complaints and questions ● Verify attendance, hours worked, and pay adjustments ● Handle confidential files and audits ● Create and write contracts & Rate in new employees ● Handle all benefits setup, deletion, changes and open enrollment concerns ● Accounts payable processing verifications and approvals

Position	Business/HR Assistant (4 schools)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Assist HR/Business Manager in day to day operations ● Assist with record time keeping information ● Maintain and update payroll records ● Resolve and respond to employee inquiries complaints and questions ● Verify attendance, hours worked, and pay adjustments ● Handle confidential files and audits ● Create and write contracts & Rate in new employees ● Handle all benefits setup, deletion, changes and open enrollment concerns ● Accounts payable processing verifications and approvals

Position	EL Coordinator
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Hold a twice-monthly designee meeting via zoom to discuss questions, concerns, training and reminders ● HST education regarding EL services and ELPAC; including once-a-month Zoom training or office hours ● Monitor designee compliance ● 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 <u>effectively</u> serve the EL <u>EL students</u> population ● Plan and carry out Summative ELPAC testing ● Work with the SPED department to create a functioning plan to test SPED EL students

Position	EL Designee
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Administer the initial ELPAC test depending upon scope ● Check pathways twice a week, run a compliance report, add new EL enrollment

	<ul style="list-style-type: none"> • 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
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Position	Testing Coordinator
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> • 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	Family Liaison
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> • 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 • 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 • Host weekly facebook live sessions to inform and build community • 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

	<ul style="list-style-type: none"> ● Critical in educating families on the appropriate use of student planning amounts ● Create and distribute weekly communication with tips, events, commentary, resources ● Encourage, inform, and uplift, staff and families ● Develop and maintain HomeSchool Helper site - resource for families and staff ● 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
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Position	Director of Operations (4 Schools Only)
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Collaborate with administrative team to support the annual strategic planning cycle -- including guiding progress review and reflection based on current year results, goal setting, and driving the scope and sequence of the budgeting process for input and approval from all necessary internal stakeholders ● Assist as needed in development of policy tools and infrastructure ● Support and collaborate on the development of new programs and events ● Ensure strong execution of operational plans such that the organization maximizes opportunities, meets its goals, and significantly grows opportunities for families and students, while building long-term overall sustainability ● Serve as an organizational culture leader, promoting our school values and infusing them into all aspects of the work ● Directly oversee staff at facilities and teams of classified staff ● Provide building admin support for all facilities (lease, utilities, build-out, building services, technology support, maintenance).

Position	High School Success Coordinator
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Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Answer HST questions on an on-call basis, including curriculum consultations ● IGP checks for 9th-11th graders ● High School Trainings in August, January and on-going ● Point of contact for school-managed outside curriculum options
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Position	High School Content Specialist
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● Be available to support HSTs and/or families with high school content questions, course selections, curriculum choices and policies and procedures ● Write course descriptions, outlines, and a-g standards-based courses, following all necessary requirements and guidelines ● Serve as a content area expert for one or more core subject areas ● Assist with and participate in coordination and planning of community outreach and teen-centric events in the region ● Point of contact for school-managed outside curriculum options

Position	Community Liaison
Description of Services	<p><u>Duties and responsibilities include, but are not limited, to:</u></p> <ul style="list-style-type: none"> ● 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: <ul style="list-style-type: none"> ○ 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

As detailed in Attachment C, For the instructional shared personnel defined above, the allocation of cost per school will be determined in one of three ways described in attachment C:

Category 1: Allocation by sStudent eCount sServed dDirectly (e.g., fee charged to School on a per-student served basis)

Category 2: Allocation by Total ADA.

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

<u>Party</u>	<u>Total ADA</u>	<u>Allocation</u>
<u>Clarksville Charter School</u>	<u>1158</u>	<u>.22 (22%)</u>
<u>Feather River Charter School</u>	<u>1091</u>	<u>.21 (21%)</u>
<u>Lake View Charter School</u>	<u>434</u>	<u>.08 (8%)</u>
<u>The Cottonwood School</u>	<u>2425</u>	<u>.47 (47%)</u>
<u>Winship Community School</u>	<u>107</u>	<u>.02 (2%)</u>

Category 3: Allocation by nNumber of sStudents in a pParticular gGroup

<u>Party</u>	<u>SPED Enrollment</u>	<u>Allocation</u>
<u>Clarksville Charter School</u>	<u>108</u>	<u>.22 (22%)</u>
<u>Feather River Charter School</u>	<u>118</u>	<u>.24 (24%)</u>
<u>Lake View Charter School</u>	<u>46</u>	<u>.09 (9%)</u>
<u>The Cottonwood School</u>	<u>215</u>	<u>.43 (43%)</u>
<u>Winship Community School</u>	<u>10</u>	<u>.02 (2%)</u>
<u>Party</u>	<u>Student Support Enrollment (Based on Total ADA)</u>	<u>Allocation</u>
<u>Clarksville Charter School</u>	<u>1158</u>	<u>.22 (22%)</u>
<u>Feather River Charter School</u>	<u>1091</u>	<u>.21 (21%)</u>
<u>Lake View Charter School</u>	<u>434</u>	<u>.08 (8%)</u>
<u>The Cottonwood School</u>	<u>2425</u>	<u>.47 (47%)</u>
<u>Winship Community School</u>	<u>107</u>	<u>.02 (2%)</u>
<u>Party</u>	<u>High School Enrollment</u>	<u>Allocation</u>
<u>Clarksville Charter School</u>	<u>248</u>	<u>.24 (24%)</u>

<u>Feather River Charter School</u>	<u>268</u>	<u>.26 (26%)</u>
<u>Lake View Charter School</u>	<u>51</u>	<u>.05 (5%)</u>
<u>The Cottonwood School</u>	<u>450</u>	<u>.44 (44%)</u>
<u>Winship Community School</u>	<u>107</u>	<u>.02 (2%)</u>
<u>Party</u>	<u>4 Schools Enrollment</u>	<u>Allocation</u>
<u>Clarksville Charter School</u>	<u>1158</u>	<u>.42 (42%)</u>
<u>Feather River Charter School</u>	<u>1091</u>	<u>.39 (39%)</u>
<u>Lake View Charter School</u>	<u>434</u>	<u>.15 (15%)</u>
<u>Winship Community School</u>	<u>107</u>	<u>.04 (4%)</u>

~~Following formula is used to determine the Allocation:~~ Lessee schools shall be charged based on ~~the number of students served by each Shared Personnel~~ the allocation method agreed upon for each position as shown below herein and in Attachment C. ~~The amount charged will be the percentage of the total cost per employee per student is \$[INSERT AMOUNT—e.g., this was \$291 last year].~~ 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 tracking spreadsheet contains student information and is not attached. System has been presented to board and is available to board members upon request.

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, The Cottonwood School, and Winship Community School.

The ~~attachment incorporates the following~~ 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). ~~providing Instructional Services and Other Educational Services (as defined in Attachment A).~~ 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.

INSTRUCTIONAL SERVICES:

Position	Shared Personnel Costs
[INSERT TEACHER POSITION/NAME]	[INSERT COSTS]
[INSERT TEACHER POSITION/NAME]	[INSERT COSTS]

OTHER EDUCATIONAL SERVICES:

Position	Shared Personnel Costs
[INSERT POSITION/NAME]	[INSERT COSTS]
[INSERT POSITION/NAME]	[INSERT COSTS]

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
WINSHIP	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
HST1 -W	\$6,772						
HST2- W	\$7,436						
HST3 - W	\$6,252						
HST4 - W	\$6,252						
SPED1 - W	\$7,613						no students to factor
CLASS 1-W	\$0	0	0	0	100	0	NO STUDENTS / part time hourly
CLASS 2-W	\$0	0	0	0	100	0	NO STUDENTS / part time hourly
LAKEVIEW	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
ADMIN 2- L	\$11,809	42	22	15	0	21	This AD percentages are altered from ADA due to extra focus
HST1- L	\$7,405						
HST2-L	\$7,685						
HST3-L	\$7,354						
HST4-L	\$9,559						
HST5-L	\$7,811						
HST6-L	\$7,399						
HST7-L	\$7,103						
HST8-L	\$7,029						
HST9-L	\$7,689						
HST10-L	\$8,540						
HST11-L	\$7,442						
HST12-L	\$9,643						
HST13-L	\$6,269						
HST14-L	\$6,252						
HST15-L	\$6,352						
HST16-L	\$7,504						
HST17-L	\$6,428						
HST 18-L	\$6,930						
SPED 1-L	\$9,750						no students to factor
SPED 2-L	\$7,417						no students to factor
SPED 3-L	\$8,271						no students to factor
PT HST1-L							part time - verified by student count monthly

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
PT HST2-L							part time - verified by student count monthly
PT HST3-L							part time - verified by student count monthly
CLASS 1-L	\$4,354	0	0	100	0	0	no students to factor
CLASS 2-L	\$4,563	47	22	8	2	21	no students to factor
CLASS 3-L	\$4,001	47	22	8	2	21	no students to factor
CLARKSVILLE	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
ADMIN 2-C	\$17,092	43	22	9	2	24	no students to factor
ADMIN 3-C	\$12,151	47	22	8	2	21	
ADMIN 4-C	\$13,551	0	30	10	25	35	
ADMIN 5-C	\$12,386	44	24	5	0	26	
ADMIN 6-C	\$11,788	47	22	8	2	21	
ADMIN 7-C	\$9,629	0	25	25	25	25	no students to factor
COUNSELOR-C	\$7,771	44	24	5	0	26	
HST1-C	\$6,586						
HST2-C	\$8,750						
HST3-C	\$9,237						
HST4-C	\$7,459						
HST5-C	\$6,606						
HST6-C	\$10,578						
HST7-C	\$9,719						
HST8-C	\$7,463						
HST9-C	\$8,956						
HST10-C	\$8,190						
HST11-C	\$7,422						
HST12-C	\$8,750						
HST13-C	\$9,961						
HST15-C	\$6,256						
HST16-C	\$7,745						
HST17-C	\$6,252						
HST18-C	\$6,252						
HST19-C	\$8,029						
HST20-C	\$7,030						

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST21-C	\$6,662						
HST22-C	\$7,354						
HST23-C	\$7,403						
HST24-C	\$7,456						
HST25-C	\$6,252						
HST26-C	\$6,402						
HST27-C	\$6,881						
HST28-C	\$7,749						
HST29-C	\$7,324						
HST30-C	\$7,452						
HST31-C	\$8,630						
HST32-C	\$8,344						
HST33-C	\$6,668						
HST34-C	\$7,972						
HST35-C	\$7,442						
HST36-C	\$9,679						
HST37-C	\$8,925						
HST38-C	\$8,587						
HST39-C	\$6,248						
HST40-C	\$8,685						
HST41-C	\$7,463						
HST42-C	\$8,971						
HST43-C	\$6,647						
SPED 1-C	\$7,382						no students to factor
SPED2-C	\$8,334						no students to factor
SPED3-C	\$6,511						no students to factor
SPED4-C	\$7,967						no students to factor (ON LEAVE 10/16/20 FWD)
SPED5-C	\$8,789						no students to factor
SPED6-C	\$6,893						no students to factor
SPED7-C	\$11,211						no students to factor (NEW HIRE 10/01/20)
SPED8-C	\$8,326						no students to factor
PT HST1-C							part time - verified by student count monthly

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
PT HST2-C							part time - verified by student count monthly
PT HST3-C							part time - verified by student count monthly
PT HST4-C							part time - verified by student count monthly
PT HST5-C							part time - verified by student count monthly
PT HST6-C							part time - verified by student count monthly
PT HST7-C							part time - verified by student count monthly
PT HST8-C							part time - verified by student count monthly
CLASS 1-C	\$6,206	0	42	15	4	39	no students to factor
CLASS 2-C	\$6,309	0	80	4	1	15	no students to factor
CLASS 3 -C	\$5,059						no students to factor
CLASS 4-C	\$5,712	47	22	8	2	21	no students to factor
CLASS 5-C	\$6,773	47	22	8	2	21	no students to factor
CLASS 6 -C	\$5,271						no students to factor
CLASS 7 -C	\$4,167	0	42	15	4	39	no students to factor
FEATHER RIVER	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
ADMIN1-F	\$16,523	0	42	15	4	39	no students to factor
ADMIN2-F	\$11,792	47	22	8	2	21	
ADMIN3-F	\$12,484	43	22	9	2	24	
HST1-F	\$7,756						
HST2-F	\$6,402						
HST3-F	\$7,716						
HST4-F	\$7,358						
HST5-F	\$6,268						
HST6-F	\$7,749						
HST7-F	\$7,504						
HST8-F	\$8,767						
HST9-F	\$6,555						
HST10-F	\$6,776						
HST11-F	\$8,519						
HST12-F	\$7,380						
HST13-F	\$7,079						
HST14-F	\$7,382						

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST15-F	\$6,272						
HST16-F	\$6,901						
HST17-F	\$7,058						
HST18-F	\$6,659						
HST19-F	\$6,568						
HST20-F	\$7,393						
HST21-F	\$9,734						
HST22-F	\$6,913						
HST23-F	\$8,972						
HST24-F	\$7,235						
HST25-F	\$8,544						
HST26-F	\$6,252						
HST27-F	\$9,944						
HST28-F	\$7,220						
HST29-F	\$9,112						
HST30-F	\$7,652						
HST31-F	\$7,713						
HST32-F	\$6,252						
HST33-F	\$6,252						
SPED1-F	\$10,985						
SPED2-F	\$7,732						
SPED3-F	\$6,485						
SPED4-F	\$7,960						
SPED5-F	\$7,668						
SPED6-F	\$7,562						
SPED7-F	\$8,291						
SPED8-F	\$8,251						
PT HST1-F							part time - verified by student count monthly
PT HST2-F							part time - verified by student count monthly
PT HST3-F							part time - verified by student count monthly
PT HST4-F							part time - verified by student count monthly
PT HST5-F							part time - verified by student count monthly

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
PT HST6-F							part time - verified by student count monthly
PT HST7-F							part time - verified by student count monthly
PT HST8-F							part time - verified by student count monthly
PT HST9-F							part time - verified by student count monthly
PT HST10-F							part time - verified by student count monthly
PT HST11-F							part time - verified by student count monthly
Class1-F	\$6,076	0	25	25	25	25	no students to factorno students to factor
Class2-F	\$4,615						no students to factor
Class3-F	\$4,001						no students to factor
Cottonwood	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
HST1	\$8,160						
HST2	\$7,977						
RC3	\$11,427						
HST3	\$8,811						
HST4	\$8,993						
Sped1	\$9,610						
HST5	\$11,759						
Sped2	\$9,315						
HST6	\$8,134						
HST7	\$7,977						
HST8	\$8,160						
Sped3	\$9,021						
Sped4	\$10,239						
HST9	\$11,361						
HST10	\$7,977						
Sped5	\$9,971						
HST11	\$7,977						
Sped6	\$9,248						
HST12	\$7,977						
HST13	\$7,977						
HST14	\$8,347						
HST15	\$7,977						

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST16	\$9,096						
HST17	\$8,993						
HST18	\$7,977						
HST19	\$8,686						
Sped7	\$10,580						
HST20	\$8,811						
HST21	\$7,977						
Sped8	\$10,846						
RC4	\$10,942						
HST22	\$7,977						
HST23	\$8,347						
Sped9	\$8,192						
RC5	\$10,521						
HST24	\$10,624						
HST25	\$8,811						
Sped10	\$8,297						
HST26	\$9,096						
HST27	\$8,160						
HST28	\$9,785						
HST29	\$9,082						
HST30	\$10,922						
HST31	\$7,977						
HST32	\$7,977						
Sped11	\$10,929						
HST33	\$8,772						
Sped12	\$10,568						
SST COOR 1	\$11,797						
HST34	\$8,347						
HST35	\$7,977						
HST36	\$10,922						
Sped13	\$10,054						
HST37	\$11,755						

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST38	\$9,015						
HST39	\$10,772						
HST40	\$8,811						
HST41	\$8,908						
HST42	\$7,977						
HST43	\$8,811						
HST44	\$12,592						
HQT 1	\$7,978						
HST45	\$9,096						
HST46	\$8,811						
HST47	\$8,160						
HST48	\$7,977						
HST49	\$9,015						
HST50	\$7,977						
HST51	\$7,977						
Sped14	\$11,834						
Sped15	\$8,302						
Sped16	\$9,376						
Sped17	\$10,846						
HST52	\$7,977						
HST53	\$10,527						
HST54	\$10,527						
Sped18	\$8,631						
HST55	\$7,977						
HST56	\$9,433						
HST57	\$8,160						
HST58	\$7,977						
HST59	\$9,433						
HST60	\$8,694						
HST61	\$7,977						
HST62	\$8,772						
HST63	\$8,385						

All Staff	MONTHLY SALARY	0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
		TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST64	\$11,361						
Sped19	\$8,895						
HST65	\$8,160						
HST66	\$9,783						
HST67	\$7,977						
HST68	\$8,811						
HST69	\$9,783						
HST70	\$4,018						
HST71	\$4,274						
HST72	\$5,012						
HST73	\$3,620						
HST74	\$4,784						
HST75	\$4,018						
RC6	\$11,929						
NURSE 2	\$11,908						
Sped20	\$11,750						
Sped21	\$6,932						
Sped22	\$6,955						
TECH 1	\$8,829						
Sped 24	\$5,974						
Admin1	\$15,029	100	0	0	0	0	
Family Liaison	\$7,202	100	0	0	0	0	
HQT 2	\$11,180	60	17	4	2	17	
HQT 3	\$8,904	47	22	8	2	21	
Sped23	\$6,722						
Counselor1	\$9,830	44	24	5	0	26	
HQT 4	\$10,082	47	22	8	2	21	
Sr. Lead SLP 1	\$13,471						
Intervention Coor	\$11,294						
RC 1	\$10,910						
JHVA1	\$8,160						
RC 2	\$11,363						

[illegible]

Cover Sheet

El Dorado Charter Special Education Local Plan Area (SELPA) Local Plan Section B & Participation Agreement

Section: IV. Academic Excellence
Item: A. El Dorado Charter Special Education Local Plan Area (SELPA) Local Plan Section B & Participation Agreement
Purpose: Vote
Submitted by: Dr. Amanda Johnson
Related Material: 2021-22-participation_agreement - Feather River.pdf
Charter-Certification-5-Feather River.pdf
DRAFT-2020-Local-Plan-Part-B-Governance-September-1-2020.pdf

BACKGROUND:

The El Dorado Charter SELPA's revised Local Plan Section B and the revised Charter SELPA Participation Agreement were approved at the October 7, 2020, CEO Council meeting. Each partner of the Charter SELPA is required to adopt the Local Plan and the Participation Agreement for each of their respective LEAs/schools between now, October 2020 and February 2021. The deadline to submit the board approved and signed Certification 5, certifying approval of the local plan, and the Participation Agreement is March 3, 2021.



AGREEMENT FOR PARTICIPATION

EL DORADO CHARTER SELPA

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

RECITALS

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

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

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

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

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

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

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

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



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

1. SHARED COMMITMENTS

- 1.1. Resource Allocation. Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. The LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. Compliance. All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. Continual Improvement. Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. Accuracy of Business Records. Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. Accuracy of Student Records. Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. Documentation. Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. Local and Allocation Plans. Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. Provision of Free and Appropriate Public Education. The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program or service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.



2. **LEA/ORGANIZATIONAL PARTNER RESPONSIBILITIES**

- 2.1 **Programs and Services.** The LEA is solely and exclusively responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:
- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
 - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
 - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
 - 2.1.4. Develop and implement program objectives and the evaluation of the program's effectiveness.
 - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations, and the provisions of the Local Plan.
 - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
 - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to ensure their effectiveness and applicability, and ensure the continued implementation and compliance with eligibility criteria.
 - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
 - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
 - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. **Fiscal Responsibilities.** Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan. Organizational Partners affirm that any financial claim made by the SELPA against an LEA that is part of the Organizational Partner's network of LEAs will be honored by the Organization Partner.
- 2.3. **Restricted Funds.** As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement



and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. Unless altered by law, all funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies, including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other



members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

3. **SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:
- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
 - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
 - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee ("CAC") to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA's staff at all regularly scheduled CAC meetings as required by law.
 - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
 - 3.1.5. Coordinate state Special Education Accountability Processes.
 - 3.1.6. Provide alternative dispute resolution supports and services.
 - 3.1.7. Develop interagency referral and placement procedures.
 - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
 - 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
 - 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
 - 1. Evidenced Based Practices;
 - 2. Program Development and Improvement;



3. Individual cases;
4. State complaints;
5. Requests for due process mediation and hearing; and
6. Appropriate programs and services for specific pupils.

3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.

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

4. EDCOE DUTIES AND RESPONSIBILITIES

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

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
 - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
 - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and



standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:

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

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

6. DISPUTE RESOLUTION

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

7. MUTUAL REPRESENTATIONS

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



8. **RESERVATION OF RIGHTS**

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

This agreement is entered into for the 2021-22 year and, absent a new agreement or termination, continues each year thereafter.

Executed on this ____ day of _____, 20____.

In accordance with SELPA policy, _____,

[INSERT Charter LEA Name]

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

LEA

Date

Signature of CEO of Charter LEA

[PRINT CEO Name, Title]

EL DORADO COUNTY OFFICE OF EDUCATION

Date

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

Date

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

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA

Fiscal Year

Certification 5: Participating Local Educational Agency

The SELPA shall include a signed copy of the following local educational agency (LEA) certification for each participating agency when submitting the original, or revised local plan Governance and Administration (Section B).

LEA

The LEA certifies the SELPA local plan has been adopted by the LEA/county local governing board(s) and is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA superintendent shall administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations, which will ensure full compliance. The Superintendent certifies the LEA is participating in a:

☐ Single LEA SELPA ☐ Multi-LEA SELPA

This Governance and Administration was:

Adopted on the day of ,
 Years Nays

The superintendent, or chief administrator of the LEA ensures the current local plan: Governance and Administration (Section B), Annual Budget Plan (Section D), and Annual Services Plan (Section E), including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA local plan, including all sections, is posted.

LEA Superintendent/Chief Administrator

Date

SELPA El Dorado Charter SELPA

Fiscal Year 2020-21

LOCAL PLAN

Section B: Governance and Administration

SPECIAL EDUCATION LOCAL PLAN AREA



California Department of Education
Special Education Division
January 2020

Section B: Governance and Administration

SELPA El Dorado Charter SELPAFiscal Year 2020-21**B. Governance and Administration**California *Education Code (EC)* sections 56195 et seq. and 56205**Participating Local Educational Agencies**

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan:

The El Dorado Charter SELPA is composed of local educational agency charters (LEAs) located inside and outside the geographic boundaries of El Dorado County. The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. It is the intent of the El Dorado Charter SELPA to provide options for charter schools in terms of SELPA membership. While it is always preferable for a charter school to participate with their geographic SELPA, the Charter SELPA has been developed to allow for a viable alternative for SELPA membership within the State of California.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the SELPA governing board (CEO Council) with review from the County Superintendent of Schools for El Dorado County.

Amendments to the Local Plan to revise LEA membership shall be approved through the process as identified in Charter SELPA policies.

The CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan.

As described within the Local Plan and adopted policies of the Charter SELPA, the Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

Section B: Governance and Administration

SELPA El Dorado Charter SELPAFiscal Year 2020-21

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school, may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible to approve Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible to approve the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent

Section B: Governance and Administration

SELPA Fiscal Year

5. Describe the policies and procedures of the SELPA that allow for the participation of charter schools in the local plan:

Per CEO Council Policy 22, any charter school may apply to the Charter SELPA to become an LEA member of the SELPA. The Charter SELPA will establish an annual timeline for submission of applications. Once granted membership, the charter LEA will participate in the governance of the SELPA in the same manner as all other charter LEA members in the SELPA. The timeline for submission may be amended by the Charter SELPA RLA/AU Superintendent/designee for unique circumstances, including State Board of Education charter approvals. The applicant, not an expansion of an existing member, will be deemed a member of the SELPA upon approval of the Charter SELPA Selection Committee. The applicant charter LEA board must also take action to approve membership. The Charter SELPA Selection Committee will inform the CEO Council members of their decision. Applications for additional schools of a current Charter SELPA member, shall be approved by the Charter SELPA RLA/AU Designee, pursuant to AR 22, and are not required to be reviewed by the Charter SELPA Selection Committee. Because they are current members, the Charter SELPA RLA/AU Designee has significant documentation available to assess the new charter LEA capacity. The applicant member, an expansion of an existing member, will be deemed a member of the SELPA after approval by the Charter SELPA RLA/AU Designee. The applicant member charter LEA board must also take action to approve membership.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan:

The Community Advisory Committee shall be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. Terms of CAC participation are outlined in the CAC bylaws.

Because of the geographic diversity within the El Dorado Charter SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

Section B: Governance and Administration

SELPA El Dorado Charter SELPAFiscal Year 2020-21

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC:

The purpose of the Community Advisory Committee shall be to act in support of individuals with exceptional needs by representing broad interests in the community and promoting maximum interaction of parents and community members with the the LEA charter schools in accordance with the Education Code and the El Dorado Charter Local Plan. Per the CAC bylaws, the Community Advisory Committee may be composed of parents of individuals with exceptional needs, enrolled in public or private schools, parents of other pupils enrolled in school, pupils and adults with disabilities, regular education teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs pursuant to EC Section 56193. Through the regularly scheduled CAC meetings, the SELPA will ensure that the development, amendment, and review of the Local Plan pursuant to EC sections 56205(a)(12)(E) and 56194. The CAC will be given at least 30 days to conduct a review. The SELPA shall review and consider comments from the CAC pursuant to EC section 56205(b)(7).

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Superintendent oversees the SELPA administrative staff in the receipt and distribution of funds, provision of administrative support, and the coordination and implementation of the SELPA Allocation and Local Plans.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan:

As members of the El Dorado Charter Special Education Local Plan Area (SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education. Each charter school, as their own LEA for special education accountability is responsible for the students within their jurisdiction including any and all contractual agreements. There are no additional contractual agreements that supersede education code.

Section B: Governance and Administration

SELPA El Dorado Charter SELPAFiscal Year 2020-21

10. For multi-LEA local plans, specify:

- a. The responsibilities of each participating COE and LEA governing board in the policymaking process:

The Charter SELPA CEO Council membership consists of the CEO or designee of each charter LEA member. Each charter LEA member has one vote. Organization partners that operate more than one charter school may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of charter LEAs represented.

Charter SELPA CEO Council meetings are subject to California Open Meeting laws, specifically, the Brown Act (Government Code 54950-54963), which requires that CEO Council members conduct business at properly noticed and agendized public meetings.

A majority of the LEAs present at a regularly scheduled and posted CEO Council meeting shall constitute a quorum.

The Charter SELPA CEO Council will meet regularly with the El Dorado County Superintendent of Schools and/or designee to direct and supervise the implementation of the Local Plan. The Council has exclusive authority to make and take all reasonable and appropriate steps to implement all decisions which may have a material effect on any and/or all Charter SELPA policies, practices, operations, organization, services, functions, and any other purpose related to the purpose for which the Charter SELPA is established. A minimum of two meetings per year will be held.

The Charter SELPA CEO Council is responsible for approving Charter SELPA policies and administrative regulations.

The Charter SELPA CEO Council is responsible for approving the Allocation Plan, which is the framework for distribution of funds within the Charter SELPA.

- b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan:

The El Dorado Charter SELPA has designated the El Dorado County Office of Education as the Responsible Local Agency/Administrative Unit (RLA/AU) and the County Superintendent of Schools as the Superintendent of the RLA/AU. The Charter SELPA administrative unit coordinates and implements the local plan under the supervision of the County Superintendent of Schools. Each LEA CEO representative is responsible per the SELPA Participation Agreement for the review and implementation of the local plan.

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- c. The responsibilities of each LEA and COE for coordinating the administration of the local plan:

Upon entry into the Charter SELPA, the governing board for each LEA charter shall approve the Agreement for Participation and the Local Plan for Special Education. The Charter SELPA Local Plan is approved by the CEO Council and reviewed by the El Dorado County Superintendent of Schools. Each Charter LEA and the COE as the RLA/AU is responsible for the coordination of the administration of the local plan. Adopted policies of the Charter SELPA, the LEAs Boards of Education delegates the ongoing policy-making process, the Allocation Plan process, and administrative procedures for carrying out that responsibility to the governance structure of the Charter SELPA.

11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

- a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan:

The El Dorado County Office of Education Superintendent of Schools, as the RLA/AU, is responsible for the hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the RLA/AU.

- b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA:

Funds received by the El Dorado Charter SELPA from Part B of the IDEA shall be expended in accordance with the applicable provisions of the IDEA and shall be used to supplement, and not to supplant State, local and other Federal funds.

State and federal funds received by the RLA/AU and El Dorado Charter SELPA are allocated and distributed among the local educational agencies in the SELPA, according to the El Dorado Charter SELPA adopted Allocation Plan.

- c. The operation of special education programs: education programs:

The Charter LEA shall ensure that the individualized education program team for any student with a disability includes the following members:

1. One or both of the student's parents/guardians, and/or a representative selected by the parent/guardian.
2. If the student is or may be participating in the regular education program, at least one regular education teacher. If more than one regular education teacher is providing instructional services to the student, the Charter LEA may designate one such teacher to represent the others.

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3. At least one special education teacher or, where appropriate, at least one special education provider working with the student
 4. A representative of the Charter LEA who is:
 - a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities.
 - b. Knowledgeable about the general education curriculum.
 - c. Knowledgeable about the availability of Charter LEA and/or special education local plan area (SELPA) resources.
 - d. Has the authority to commit Charter LEA resources and ensure that whatever services are set out in the IEP will be provided.
 5. An individual who can interpret the instructional implications of assessment results This individual may already be a member of the team as described in items 2-4 above or in item 6 below.
- Note: Pursuant to Education Code 56341 and 34 CFR 300.321, the determination as to whether an individual identified in item 6 below has "knowledge or special expertise" must be made by the party (either the Charter LEA or parent) who invited the individual to the IEP team meeting.
6. At the discretion of the parent/guardian or Charter LEA, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate (The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team. (Ed. Code § 56341)
 7. Whenever appropriate, the student with a disability
 8. For transition service participants:
 - a. The student, of any age, with a disability if the purpose of the meeting is the consideration of the student's postsecondary goals and the transition services needed to assist the student in reaching those goals. If the student does not attend the IEP team meeting, the Charter LEA shall take other steps to ensure that the student's preferences and interests are considered.
 - b. To the extent appropriate, and with the consent of the parent/guardian, a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - c. If a representative of a local agency has been invited but does not attend the meeting, the Charter LEA shall take steps to obtain participation of the agency in the planning of any transition services. (Ed. Code § 56341)
 9. For students suspected of having a specific learning disability at least one individual who is qualified to conduct individual diagnostic examinations of the student, such as a school psychologist, speech language pathologist, or remedial reading teacher. In addition, at least one team member other than the student's regular education teacher shall observe the student's academic performance in the regular classroom setting. If the student is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age. 34 CFR §§ 300.308, 300.542; Ed Code § 56341);
 10. For students who have been placed in a group home by the juvenile court, a representative of the group home
 11. If a student with a disability is identified as potentially requiring mental health services, the Charter LEA may request the participation of the county mental health program in the IEP team

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meeting. (Ed. Code § 56331)

(20 USC § 1414(d)(1); 34 CFR § 300.321; Ed. Code §§ 56341, 56341.2, 56341.5)

Excusal of Team Member

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian consents and the Charter LEA agrees, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting involves a discussion of the member's area of the curriculum or related service, the IEP team member may be excused from the meeting if the parent/guardian consents in writing to the excusal and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (20 USC § 1414(d)(1)(C); 34 CFR § 300.321; Ed. Code 56341)

Parent/Guardian Participation and Other Rights

The Charter CEO or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include, at minimum, notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (34 CFR § 300.322; Ed. Code 56341.5)

The Charter CEO or designee shall send parents/guardians a notice of the IEP team meeting that:

1. Indicate the purpose, time, and location of the meeting
2. Indicate who will be in attendance at the meeting
3. For students beginning at age 16 (or younger than 16 if deemed appropriate by the IEP team):
 - a. Indicate that the purpose of the meeting will be the consideration of postsecondary goals and transition services for the student as required by 20 USC, section 1414(d)(1)(A)(i)(VIII), 34 CFR, section 300.320(b), and Education Code, section 56345.1
 - b. Indicate that the Charter LEA will invite the student to the IEP team meeting
 - c. Identify any other agency that will be invited to send a representative

At each IEP team meeting convened by the Charter LEA, the Charter LEA administrator or specialist on the team shall provide the parent/guardian and student of the federal and state procedural safeguards (Ed. Code § 56321, 56500.1)

Before any IEP meeting, the parent/guardian shall have the right and opportunity to request to examine all of his/her child's school records. Upon receipt of an oral or written request, the Charter LEA shall provide complete copies of the records within five business days. (Ed. Code § 56043)

If neither parent/guardian can attend the meeting, the Charter CEO or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (20 USC 1414(f); 34 CFR 300.322; Education Code 56341.5)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Charter LEA is unable to convince the parent/guardian that he/she should attend. In such a case, the Charter LEA shall maintain a record of its attempts to arrange a mutually agreed upon time and place for the meeting, including, but not limited to: (34 CFR § 300.322; Ed. Code § 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls

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2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits. Parents/guardians and the Charter LEA shall have the right to audiotape the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Charter LEA gives notice of intent to audiotape a meeting and the parent/guardian objects or refuses to attend because the meeting would be audiotaped, the meeting shall not be audiotaped. Audiotape recordings made by a LEA, SELPA, or county office are subject to the federal Family Educational Rights and Privacy Act (20 USC § 1232g).

Parents/guardians have the right to:

1. Inspect and review the audiotapes
2. Request that the audiotapes be amended if the parents/guardians believe they contain information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights
3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights
(Education Code 56341.1)

The Charter LEA shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (34 CFR 300.322; Education Code 56345.1)

The Charter LEA shall provide the parents/guardians of a student with disabilities a copy of his/her child's IEP at no cost. (34 CFR 300.322).

The Charter LEA shall adhere to all Federal (IDEA) and State (Education Code) laws regarding the provision of special education programs and services for students that qualify for special education per the IEP process outlined above.

- d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code Section 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education and the CEO Council approved Allocation Plan. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plans, including development of the Annual Service and Budget Plans.

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12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments:

Specialized equipment and services is provided at the school site associated with the Charter LEA, where the Individualized Education Program (IEP) team has determined is the most appropriate free and appropriate public education in the least restrictive environment.

Policies, Procedures, and Programs

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code (USC)* and in accordance with Title 34 *Code of Federal Regulations (CFR)* Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether, or not each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers; the document title; and the physical location where the policy can be found.

1. Free Appropriate Public Education: 20 USC Section 1412(a)(1)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

2. Full Educational Opportunity: 20 USC Section 1412(a)(2)Policy/Procedure Number: Document Title: Document Location:

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"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

3. Child Find: 20 USC Section 1412(a)(3)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each member LEA recognizes the need to actively seek out and evaluate school age Charter LEA residents who have disabilities, in order to provide them with appropriate educational opportunities in accordance with state and federal law.

Charter schools are currently authorized to serve school-aged students (grades K-12). If at any time the authorization changes, the charter schools would follow all state and federal laws regarding children from age 0-2 and Child Find. Charter schools will assist families and make appropriate referrals for any students they find who would be outside the age or area of responsibility of the Charter schools.

The Charter Chief Executive Officer or designee shall follow SELPA procedures to determine when an individual is eligible for special education services and shall implement the SELPA procedures for special education program identification, screening, referral, assessment, planning, implementation, review, and triennial assessment. (Education Code 56301) The Charter LEAs' process shall prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

In addition to identifying students with disabilities residing in their district, each districts "Child Find" identification system shall identify highly mobile children with disabilities, such as migrant

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20 USC Section 1412(a)(4)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 USC Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 USC Section 1414 (d). It shall be the policy of this LEA that a of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Governing Board of each participating LEA shall provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a FAPE in the least restrictive environment as required by law.

The Charter Chief Executive Officer or designee shall implement the SELPA Procedural Guide. The Procedural Guide outlines the composition of the IEP team, and sets forth procedures regarding the development, review, and revision of the IEP.

The specifics of the IEP process are set out in CEO Administrative Regulation 3

5. Least Restrictive Environment: USC Section 1412(a)(5)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and

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services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

6. Procedural Safeguards: 20 USC Section 1412(a)(6)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

In order to protect the rights of students with disabilities, the Charter LEA shall follow all procedural safeguards as required by law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

Note: Education Code 56195.8 authorizes the policy to include provisions for involving Charter LEA Board members in any due process hearing procedure activities.

7. Evaluation: 20 USC Section 1412(a)(7)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter CEO or designee shall ensure that the IEP team:

1. Reviews the IEP periodically, but at least annually, to determine whether the annual goals for the student are being achieved and the appropriateness of placement

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2. Revises the IEP, as appropriate, to address:
- a. Any lack of expected progress toward the annual goals and in the general curriculum, where appropriate
 - b. The results of any reassessment conducted pursuant to Education Code 56381
 - c. Information about the student provided to or by the parents/guardians regarding review of evaluation data (34 CFR 305(a)(2) and Education Code 56381(b).)
 - d. The student's anticipated needs
 - e. Any other relevant matters

8. Confidentiality: 20 USC Section 1412(a)(8)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

The Charter LEA Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Charter CEO or designee shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records. In addition, the regulations will ensure and shall protect the privacy rights of student and the student's family.

The Charter CEO or designee shall designate a certificated employee to serve as custodian of records for student records at the Charter LEA level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR § 431)

9. Part C to Part B Transition: 20 USC Section 1412(a)(9)

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"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 *USC* Section 1437(a)(9). The transition process shall begin prior to the child's third birthday."The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

Charter schools in the El Dorado Charter SELPA currently do not serve students in Part C or preschool students. If students are transitioning from preschool to a Charter LEA and are eligible for Part B services, the Charter LEA will participate to ensure a smooth and effective transition between programs.

10. Private Schools: 20 *USC* Section 1412(a)(10)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

11. Local Compliance Assurances: 20 *USC* Section 1412(a)(11)Policy/Procedure Number: Document Title: Document Location:

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"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *EC*, Part 30." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

12. Interagency: 20 USC Section 1412(a)(12)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

13. Governance: 20 USC Section 1412(a)(13)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

☐ Yes ☒ No

If "NO," provide a brief description of the SELPA's policy related to the provision of law:

Each LEA Charter SELPA member shall comply with the provisions of the governance structure and provide any necessary administrative support to implement the local plan.

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"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No
15. Performance Goals and Indicators: 20 USC Section 1412(a)(15)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No
16. Participation in Assessments: 20 USC Section 1412(a)(16)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 USC Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as

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stated:

☒ Yes ☐ No**17. Supplementation of State, Local, and Federal Funds: 20 USC Section 1412(a)(17)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**18. Maintenance of Effort: 20 USC Section 1412(a)(18)**Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**19. Public Participation: 20 USC Section 1412(a)(19)**Policy/Procedure Number: Policy/Procedure Title: Document Location:

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to

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comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

20. Suspension and Expulsion: 20 USC Section 1412(a)(22)Policy/Procedure Number: Document Title: Document Location:

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

21. Access to Instructional Materials: 20 USC Section 1412(a)(23)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No

22. Over-identification and Disproportionality: 20 USC Section 1412(a)(24)Policy/Procedure Number: Document Title: Document Location:

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

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"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

☒ Yes ☐ No**Administration of Regionalized Operations and Services**

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the direct instructional support provided by program specialists; and the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the reference number, document title, and the location (e.g., SELPA office) for each function:

1. Coordination of the SELPA and the implementation of the local plan:

Reference Number: Document Title: Document Location:

As members of the El Dorado County Charter Special Education Local Plan Area (SELPA), (hereinafter referred to as Charter SELPA), each charter (as identified by the CDS (County, District, School) code issued by the State Board of Education) is considered an LEA (Local Education Agency) for purposes of special education.

The Charter SELPA further recognizes its' members as single charter partners or organization partners. Single Charter Partner is defined as an entity with one charter CDS code. An Organization Partner is an entity with multiple charters (CDS codes) as members of the Charter

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Description:

SELPA. An entity is defined as an organization with one governing board or one CEO (Chief Executive Officer) position. The title of CEO may differ by organization, but the intent is that final decision making in the organization is vested in one leadership position.

As members of the Charter SELPA, each Charter SELPA LEA (Local Education Agency) desires to provide a free and appropriate public education (FAPE) to all school aged K-12 individuals with disabilities, who are enrolled in the charter, including children who have been suspended or expelled or placed by the charter LEA in a nonpublic school or agency services. The SELPA will provide technical support to any Charter LEAs identified as the DOR for students age 18 to 21 who are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the charter LEA participates as a member of the Special Education Local Plan Area (SELPA).

The Charter SELPA Local Plan is approved by the Charter CEO Council and reviewed by the El Dorado County Superintendent of Schools. Amendments to the Local Plan to revise LEA membership (additions) shall be approved by the Charter SELPA Selection Committee. Prior to Selection Committee approval, new LEA members shall be approved through the selection process as identified in Policy 22 and AR 22. Termination of membership shall be approved through the termination process as identified in Policy 26 or Policy 27. All membership changes shall be communicated with the Charter SELPA CEO Council at the next regularly scheduled meeting.

The Charter CEO Council will hold the required public hearings and approve the Annual Service Plan and the Annual Budget Plan. Notice of the public hearings shall be posted as required by law.

Upon entry into the Charter SELPA, the Governing Board for each LEA charter shall approve the Charter SELPA Local Plan and the Agreement for Participation.

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Material changes to the Local Plan, other than for membership changes, shall be approved by the Charter SELPA CEO Council and reviewed by the El Dorado County Superintendent of Schools.

The Charter Chief Executive Officer or designee of the charter LEA shall extend the charter LEA's full cooperation to the SELPA. The policies and procedures of the Charter SELPA shall be applied as policies and regulations to all participating charter LEAs.

Charter SELPA policies and administrative regulations are approved by the Charter SELPA CEO Council.

The Charter SELPA shall administer a local plan and administer the allocation of funds. (Education Code 56195). The Charter SELPA CEO Council shall approve all allocation plan decisions that impact the allocation of funds.

2. Coordinated system of identification and assessment:

Reference Number:

CEO Administrative Regulation 2 and Procedural Guide

Document Title:

Identification and Evaluation of Individuals for Special Education

Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303) The Charter LEAs shall not determine that a student is eligible for special education if the dominant factor for finding eligibility is lack of appropriate instruction in reading, lack of instruction in mathematics, or limited English Proficiency (20 U.S.C. § 1414(b)(5); Ed. Code, § 56329, subd. (a)(2).) All referrals for special education and related services from school staff shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student, and their effect. (5 CCR § 3021.) Within 15 days of a referral for initial assessment the LEA shall provide student's parent/guardian with a notice of parental rights and a written proposed assessment plan. The 15-day period does not include days between the student's regular school session or term, or days of school vacation in excess of five school days from the date of receipt of the referral. The proposed assessment plan shall meet all of the following requirements: (Education Code 56321) 1. Be in a language easily

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understood by the general public 2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible 3. Explain the types of assessment to be conducted 4. State that no individualized education program (IEP) will result from the assessment without parent/guardian consent Upon receiving the proposed assessment plan, the parent/guardian shall have at least 15 days to decide whether or not to consent to the initial assessment. The assessment may begin as soon as informed parental consent is received by the respective Charter LEAs. The Charter LEAs shall not interpret parent/guardian consent for initial assessment as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.505) However, an individualized education program required as a result of an assessment of a pupil shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each Charter LEA's school calendar for each pupil for whom a referral has been made 30 days or less prior to the end of the regular school year. In the case of pupil school vacations, the 60-day time shall recommence on the date that pupil schooldays reconvene. A meeting to develop an initial individualized education program for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services pursuant to paragraph (2) of subsection (b) of Section 300.343 of Title 34 of the Code of Federal Regulations. (Education Code 56344) If a parent/guardian refuses to consent to the initial evaluation or failed to respond to the request to provide consent, the Charter LEAs may pursue an evaluation by utilizing the mediation and due process procedures found at 20 USC § 1415 and in accordance with Education Code, sections 56501, subd. (a) (3), and 56506, subd. (e). See BP/AR 6159.1 - Procedural Safeguards and Complaints for Special Education) In the event that authorized parent does not consent to an initial evaluation the Charter LEAs shall not be considered in violation of the requirement to provide FAPE. In addition, the Charter LEAs is not required to convene an IEP team meeting or to develop an IEP for that child. (20 USC § 1414(a)(1).) Informed parental consent means that the parent/guardian: 1. Has been fully informed of all information relevant to the activity for which consent is sought, in his/her native language or other mode of communication 2. Understands and agrees, in writing, to the assessment 3. Understands that the granting of consent is voluntary on his/her part and may be revoked at any time (34 CFR § 300.500) If the student is a ward of the state and is not residing with his/her parents/guardians, the Charter LEAs shall make reasonable efforts to obtain informed consent from the parent/guardian as defined in 20 USC, section 1401 for an initial evaluation to determine whether the student is a student with a disability. (20 USC §

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1414(a)(1)) The Charter LEAs shall not be required to obtain informed consent from the parent/guardian of a student for an initial evaluation to determine whether the student is a student with a disability if any of the following situations exists 1. Despite reasonable efforts to do so, the Charter LEAs cannot discover the whereabouts of the parent/guardian of the student. 2. The rights of the parent/guardian of the student have been terminated in accordance with California law. 3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with California law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student. (Education Code 56301; 20 USC 1414(a)(1)) As part of the assessment plan, the parent/guardian shall receive written notice that: 1. Upon completion of the administration of tests and other assessment materials, an IEP team meeting that includes the parent/guardian or his/her representative shall be scheduled pursuant to Education Code, section 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities as defined in Education Code, section 56026 and shall discuss the assessment, the educational recommendations, and the reasons for these recommendations. A copy of the assessment report and the documentation of determination of eligibility shall be given to the parent/guardian. 2. If the parent/guardian disagrees with an assessment obtained by the Charter LEAs, the parent/guardian has the right to obtain, at public expense, an independent educational assessment of the student from qualified specialists, in accordance with 34 CFR §300.502. If the Charter LEAs observed the student in conducting its assessment, or if its assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to the independent educational assessment. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the Charter LEA's proposed placement and setting, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing proceeding. 3. The Charter LEAs may initiate a due process hearing pursuant to Education Code 56500- 56508 to show that its assessment is appropriate. If the final decision resulting from the due process hearing is that the assessment is appropriate, the parent/guardian maintains the right for an independent educational assessment but not at public expense. If the parent/guardian obtains an independent educational assessment at private expense, the results of the assessment shall be considered by the Charter LEAs with respect to the provision of a free appropriate public education to the student, and may be presented as evidence at a due process hearing regarding the student. If the Charter LEAs observed the student in conducting its assessment, or if its

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assessment procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting, if any, proposed by the Charter LEAs, regardless of whether the independent educational assessment is initiated before or after the filing of a due process hearing. 4. If a parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the Charter LEAs shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the parent/guardian, the student in the proposed placement. Any such observation shall only be of the student who is the subject of the observation and may not include the observation or assessment of any other student in the proposed placement unless that student's parent/guardian consents to the observation or assessment. The results of any observation or assessment of another student in violation of Education Code, section 56329(d) shall be inadmissible in any due process or judicial proceeding regarding the free appropriate public education of that other student. (Education Code 56329; 34 CFR 300.502) An IEP required as a result of an assessment shall be developed within a total time not to exceed 60 days from the date of the receipt of the parent/guardian's consent for assessment, unless the parent/guardian agrees to an extension in writing. The 60-day period does not include any days between the student's regular school sessions/terms, or days of school vacation in excess of five school days. (Ed Code § 56043)

However, when a referral is made within 30 days of the end of the regular school year, an IEP required as a result of an assessment shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each district's school calendar. In the case of school vacations, the 60-day time shall recommence on the date that school reconvenes. (Ed. Code § 56344 (a).) A meeting to develop an initial IEP for the pupil shall be conducted within 30 days of a determination that the pupil needs special education and related services. (Ed. Code §§ 56043(f)(2); 56344 (a).)

Before entering kindergarten or first grade, children with disabilities who are in a preschool program shall be reassessed to determine if they still need special education and services. The IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs to ensure that gains made are not lost by a rapid removal of individualized programs and supports for these individuals. (Ed. Code § 56445)

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3. Coordinated system of procedural safeguards:

Reference Number:

CEO Administrative Regulation 4 and Procedural Guide

Document Title:

Procedural Safeguards and Complaints for Special Education

Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Under California law, due process hearings pursuant to the IDEA (20 USC 1400-et seq) are held only at the state level. Related rights and procedures for due process are set forth in Education Code §§ 56501et. Seq. and 5 CCR §§ 3080 et. seq. When California law provides greater protections to students and parents, it supersedes federal law. Due process hearing rights extend to the student only if he/she is an emancipated student or a ward or dependent of the court with no available parent or surrogate parent. (Ed. Code § 56501; see AR 6159.3 - Appointment of Surrogate Parent for Special Education Students.)

Informal ADR Process/Pre-Hearing Mediation Conference Before requesting a due process hearing, the Charter Chief Executive Officer or designee of the Charter LEA and a parent/guardian may agree to meet informally to resolve any dispute relating to the identification, assessment or education and placement of a student with disabilities. The Charter Chief Executive Officer or designee shall have the authority to resolve the dispute through an informal alternative dispute resolution (“ADR”) process. (Ed. Code § 56502) In addition, either party may file a request with the Superintendent of Public Instruction for a Pre- Hearing Mediation Conference (commonly referred to as “mediation only”) to be conducted by a person designated by the California Department of Education. Based on the Pre-Hearing Mediation Conference, the Charter Chief Executive Officer or designee may resolve the issue(s) in any manner that is consistent with state and federal law, and is to the satisfaction of both parties. (Education Code 56500.3) Attorneys may not attend the Informal ADR session or the Prehearing Mediation Conference. Attorneys may attend, or otherwise participate in, only those mediation conferences that are scheduled pursuant to a request for a due process hearing. (Ed. Code §§ 56500.3, 56501) If the parties do not resolve their dispute through Informal ADR and/or a Pre-Hearing Mediation Conference, either party may file a request for a due process hearing. Due Process Complaint Notice and Hearing Procedures Due process hearing procedures may be initiated by a parent/guardian, the Charter LEA, and/or a student who is emancipated or a ward or dependent of the court, under the following circumstances. 1. There is a

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proposal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 2. There is a refusal to initiate or change the identification, assessment or educational placement of the student or the provision of a free, appropriate public education to the student 3. The parent/guardian refuses to consent to an assessment of his/her child; and/ or 4. There is a disagreement between a parent/guardian and the Charter LEA regarding the availability of a program appropriate for the student, including the question of financial responsibility. (20 USC § 1415(b); Education Code 56501) Prior to initiating a due process hearing, the party requesting the hearing, or the party's attorney, must provide the opposing party a confidential due process complaint notice, specifying: 1. The student's name 2. The student's address or, in the case of a student identified as homeless pursuant to the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), any available contact information for that student 3. The name of the school the student attends 4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem 5. A proposed resolution to the problem to the extent known and available to the complaining party at the time (20 USC § 1415(b); 34 CFR § 300.508 (b).) Resolution Session When a parent seeks to initiate a request for due process, before their request is filed, they must provide the Charter LEA with the opportunity to resolve the matter by convening a resolution session, which is a meeting between the parents and the relevant members of the IEP team who have specific knowledge of the facts identified in the due process hearing request. (20 USC § 1415[f][1][B]; 34 CFR § 300.510) The Charter LEA has fifteen (15) days from the date it received the parents' due process hearing request to convene the resolution session. The sessions shall include a representative of the LEA who has decision-making authority and not include an attorney of the school LEA unless the parent is accompanied by an attorney. The parent of the child may discuss the due process hearing issue and the facts that form the basis of the due process hearing request. The resolution session is not required if the parent and the Charter LEA agree in writing to waive the meeting. If the Charter LEA has not resolved the due process hearing issue within thirty (30) days, the due process hearing may occur. If a resolution is reached, the parties shall execute a legally binding agreement. (20 USC § 1415[f][1][B]; 34 CFR § 300.51) A due process complaint must be filed within two years of the date that the parent/guardian or Charter LEA knew or should have known about the situation that forms the basis of the complaint. Response to the Due Process Hearing Request If the Charter LEA has not sent a prior written notice to the parent/guardian regarding

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the subject matter contained in the parent/guardian's due process complaint notice, the Charter LEA shall send a response to the parent/guardian within 10 days of receipt of the complaint specifying: 1. An explanation of why the Charter LEA proposed or refused to take the action raised in the complaint 2. A description of other options that the individualized education program (IEP) team considered and the reasons that those options were rejected 3. A description of each evaluation procedure, assessment, record, or report the Charter LEA used as the basis for the proposed or refused action 4. A description of the factors that are relevant to the Charter LEA's proposal or refusal (20 USC 1415(c)(1)) If the Charter LEA sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the Charter LEA may, within 10 days of receipt, send a response specifically addressing the issues in the complaint. (20 USC § 1415(c)(1)) Parties requesting a due process hearing shall file their request with the Superintendent of Public Instruction or designated contracted agency and give a copy of the request, at the same time, to the other party. (Ed. Code § 56502) Prior Written Notice The Charter Chief Executive Officer or designee shall send to parents/guardians of any student with a disability a prior written notice within a reasonable time before: 1. The Charter LEA initially refers the student for assessment 2. The Charter LEA proposes to initiate or change the student's identification, evaluation, educational placement or the provision of a free, appropriate public education 3. The Charter LEA refuses to initiate or change the identification, evaluation or educational placement of the student or the provision of a free and appropriate public education 4. The student graduates from high school with a regular diploma (Ed. Code §§ 56500.4, 56500.5; 20 USC § 1415(c); 34 CFR § 300.503) The prior written notice shall include: 1. A description of the action proposed or refused by the Charter LEA 2. An explanation as to why the Charter LEA proposes or refuses to take the action 3. A description of any other options that the IEP team considered and why those options were rejected 4. A description of each evaluation procedure, test, record or report the Charter LEA used as a basis for the proposed or refused action 5. A description of any other factors relevant to the Charter LEA's proposal or refusal 6. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for evaluation, the means by which a copy of the description of procedural safeguards can be obtained 7. Any resources for parents/guardians to obtain assistance in understanding these provisions (20 USC § 1415(c); 34 CFR § 300.503) Students with disabilities and their parents/guardians shall be provided written notice of their rights in language easily understood by the general public and in the primary language of the parent/guardian or

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other mode of communication used by the parent/guardian, unless to do so is clearly not feasible. The notice shall include, but not be limited to, those rights set forth in Education Code, section 56341. (Ed. Code §§ 56341, 56506; 34 CFR § 300.503) If the native language or other mode of communication of the parent/guardian is not a written language, the Charter LEA shall take steps to ensure that: 1. The notice is translated orally or by other means to the parent/guardian in his/her native language or other mode of communication 2. The parent/guardian understands the contents of the notice 3. There is written evidence that items #1 and #2 have been satisfied (34 CFR § 300.503) Notice of Procedural Safeguards A notice of procedural safeguards shall be made available to parents/guardians of students with a disability once a year and upon: 1. Initial referral for evaluation 2. Each notification of an IEP meeting 3. Reevaluation of the student 4. Registration of a complaint 5. Filing for a pre-hearing mediation conference or a due process hearing (Ed. Code § 56301; 20 USC 1415(d)(1)) The notice of procedural safeguards shall include information on the procedures for requesting an informal meeting, pre-hearing mediation conference, mediation conference, or due process hearing; the timelines for completing each process; whether the process is optional; the type of representative who may be invited to participate; and the right of the parent/guardian and/or the Charter LEA to electronically record the proceedings of IEP meetings in accordance with Education Code 56341. A copy of this notice shall be attached to the student's assessment plan and referred to at each IEP meeting. (20 USC 1415(d)(2); Ed. Code §§ 56321, 56321.5) In addition, the notice of procedural safeguards shall include a full explanation of the procedural safeguards relating to independent educational evaluation; prior written notice; parental consent; access to educational records; opportunity to present complaints to initiate due process hearings; the student's placement while due process proceedings are pending; procedures for students who are subject to placement in an interim alternative educational setting; requirements for unilateral placement by parent/guardians of students in private schools at public expense.(20 USC 1415(d)(2); 34 CFR 300.504)

4. Coordinated system of staff development and parent and guardian education:

Reference Number:

CEO Policy 21 and CAC Bylaws

Document Title:

Reading Literacy

Document Location:

https://charterselpa.org/governance/

In order to improve the educational results for students with disabilities,

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the Charter LEAs in the El Dorado Charter SELPA ensure that all students who require special education will participate in the California Reading Initiative, just as do all other students in the El Dorado Charter LEAs. In order to facilitate that effort, the Charter LEAs assure that special education instructional personnel will participate in staff development inservice opportunities in the area of literacy, including: a. information about current literacy and learning research; b. state-adopted student content standards and frameworks; and c. research-based instructional strategies for teaching reading to a wide range of diverse learners Each of the Charter LEAs will include special education staff in their curriculum materials selection process, in order to support alignment with State standards. Each will also include all special education staff in all staff development on phonemics and phonics, as well as in any additional state or regional training based on new legislation, e.g., the California Reading and Literature Subject Matter Project, the rollouts on the frameworks, AB466 training. The goals of the Charter LEAs are to increase the participation of students with disabilities in statewide student assessments, to increase the percentage of children with disabilities who are literate, and to assure that students with disabilities attain higher standards in reading. In order to reach these goals, we assure that students with disabilities will have full access to: 1. all required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks; and 2. instructional materials and support.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Reference Number:

Document Title:

Document Location:

https://charterselpa.org/governance/ http://charterselpa.org/program-support/procedural-guide/
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Description:

Curriculum adaptations include accommodations, modifications, and supports that allow a child with a disability access to the general curriculum and assessments. LEAs/districts are responsible for ensuring that each teacher and provider is informed of his or her specific responsibilities related to implementing the child's IEP and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP (34CFR 300.342 (b)(3)).
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6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Reference Number: Document Title: Document Location:

The Charter SELPA is responsible for monitoring all required areas of compliance with federal, state and Charter SELPA policies. The purpose of all monitoring and oversight activities is to ensure legal and effective LEA practices are in place to meet the needs of students with disabilities. This policy outlines areas of oversight and indicators that may cause the initiation of a Charter SELPA review process. Charter SELPA administration will keep the CEO Council informed of SELPA oversight activities and determinations.

If compliance, performance and/or student population data for an LEA in the Charter SELPA varies significantly from expected results or standards, it may be an early warning for the Charter SELPA to initiate contact. In this case, the Charter SELPA will contact the LEA to confirm the data, discuss any underlying issues which may impact the data, and identify how the Charter SELPA can assist the LEA in any necessary corrective action.

The Charter SELPA will monitor special education practices and data continuously to determine whether practices are in line with the LEA's responsibilities to students with disabilities and SELPA policies. Data will be collected and reviewed by the Charter SELPA. Examples of existing indicators and standards include but are not limited to:

- Identification rate of special education students that is below 4% or greater than 14%
- State Performance Plan Indicators
- Significant swings in enrollment and/or enrollment trends that are not aligned to the LEA's instructional calendar
- Pattern of compliance complaints or due process hearings
- Evidence of exclusionary practices
- Significant and/or abrupt change in leadership or staff
- No/low participation or engagement in the Charter SELPA (CEO Council, Steering Committee, professional development offerings, etc.)
- Unspent funds greater than 25%
- Annual independent audit which shows serious fiscal solvency issues

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Description:

or material findings (e.g. findings related to internal control or program compliance, high debt ratios, deficit spending, going concern findings, adequate reserves, and adequate cash)

SELPA REVIEW PROCESS

If one or more of the preceding triggers indicates a potential problem, the Charter SELPA may initiate a program and/or fiscal review. Program and fiscal reviews are facilitated by the appropriate Charter SELPA administrator. Charter SELPA's goal in each review process is to clearly identify the areas of SELPA concern, discuss any underlying issues which may be impacting the findings, and identify how the Charter SELPA can assist the LEA in any necessary corrective action. The Charter SELPA may request additional information as necessary to resolve identified concerns.

When multiple or connected concerns exist, the Charter SELPA may implement an Integrated Review Team (IRT) visit. An Integrated Review Team (IRT) visit consists of Charter SELPA program and business administrators meeting directly with the charter LEA leadership team.

CHARTER SCHOOLS AT-RISK

Whether through a Charter SELPA review process or other source, or if significant matters arise that are potentially harmful to students, demonstrate negligence, may harm the SELPA, or there is a concern that funds are not being spent appropriately for special education, Charter SELPA administration is empowered to act in the best interests of the SELPA as a whole. Such matters include, but are not limited to:

- Pattern of noncompliance with federal, state or Charter SELPA regulations
- Notice of revocation
- Notice of bankruptcy
- FCMAT extraordinary audit
- Annual audit with material findings and identification of operational issues that cause concern regarding the long-term viability of the organization
- Other circumstances that create a concern that a loss to the SELPA is possible or funds are not being spent appropriately for special education

Charter SELPA administration may make a determination and proceed to:

- Notify appropriate public agencies;
- Notify the LEA's governing board;
- Withhold state and/or federal funding;
- Move an LEA to reimbursement-based state funding, requiring

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- expenditure reporting prior to cash distribution;
- Require an LEA to submit proof of actual expenditures; and/or
 - Initiate termination of membership pursuant to CEO Policy 26.

7. Coordinated system of data collection and management:

Reference Number: Document Title: Document Location:

Description:

8. Coordination of interagency agreements:

Reference Number: Document Title: Document Location:

Pursuant to Title 17 of the California Code of Regulations (17 CCR) Section 52140, LEAs must develop and maintain local interagency agreements with Regional Centers. Agreements must include (as applicable to charter LEAs):

1. The responsibilities of each LEA and Regional Center in meeting the terms of the agreement;
2. Procedures for coordination of child find activities with local public agencies and Regional Centers to identify infants and toddlers who may be eligible for early intervention services;
3. Specific procedures for coordination of referrals for evaluation and assessment;
4. Procedures for the assignment of a service coordinator;
5. Interagency procedures for identifying the responsibilities of the regional center and LEA for completing the evaluation and assessment and determining eligibility within the time requirements contained in Section 52086 of these regulations, when an infant or toddler may receive services from both the Regional Center and LEA;
6. Procedures for the timely exchange of information between Regional Centers and LEAs;
7. Mechanisms for ensuring the availability of contacts at Regional

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Description:

Centers and LEAs at all times during the year;

8. Procedures for interagency individualized family service plan (IFSP) development when infants and toddlers may be eligible for early intervention services from the Regional Center and the LEA or other state or local programs or services;

9. Procedures to ensure the provision of services during periods of school vacations when services are required on the IFSP;

10. Transition planning procedures which begin at least six months prior to a toddler's third birthday pursuant to EC Section 52112 of these regulations;

11. Procedures for resolving disputes between regional centers and LEAs;

12. Procedures for the training and assignment of surrogate parents; and

13. Procedures for accepting transfers of infants or toddlers with existing IFSPs.

Local interagency agreements must be dated and signed by representatives of the Regional Center and LEA. Interagency agreements must be reviewed by both parties annually, revised as necessary, dated, and signed by both parties as needed.

9. Coordination of services to medical facilities:

Reference Number:

Document Title:

Document Location:

Description:

The SELPA Administrator, or designee, will facilitate the coordination of these services by the designated LEAs and provide technical assistance to the medical facilities and LEAs as appropriate. Role of the individual LEAs: Each individual LEA is responsible for students with disabilities who are placed in a public hospital, state licensed children's hospital, psychiatric hospital, proprietary hospital, or a health facility for medical purposes when the hospital or facility is located within their boundaries, unless based on education code there is another district of special education accountability which would be responsible.

10. Coordination of services to licensed children's institutions and foster family homes:

Reference Number:

Document Title:

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Description:

11. Preparation and transmission of required special education local plan area reports:

Reference Number: Document Title: Document Location:

Description:

12. Fiscal and logistical support of the CAC:

Reference Number: Document Title: Document Location:

Description:

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SELPA, meetings may take place through teleconference. For purposes of this section, "teleconference" means a meeting where the members are in different locations, connected by electronic means, through either audio, video, or both.

13. Coordination of transportation services for individuals with exceptional needs:

Reference Number: El Dorado Charter SELPA Procedural GuideDocument Title: Special Education TransportationDocument Location: <http://charterselpa.org/program-support/procedural-guide/>

Description:

Legal Requirements Regarding Special Education Transportation
Education Code Section 56040(a) states: "Every individual with exceptional needs, who is eligible to receive special education instruction and related services under this part, shall receive that instruction and those services at no cost to his or her parents or, as appropriate, to him or her." Related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education [34 CFR 300.34(a)]. Transportation as a related service includes travel to and from school and between schools, travel in and around school buildings; and specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability [34 CFR 300.34(c)(16i-iii)]. LEAs/districts should not automatically assign students to transportation based on the students' disability without considering the students' individual needs and the continuum of placements [Hopkinton (MA) Pub. Schs., 108 LRP 41626 (OCR 2007)]. For students with medical needs, 34 CFR 300.34(a)(ii) limits the responsibility of a public agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school.

14. Coordination of career and vocational education and transition services:

Reference Number: CEO Administrative Regulation 1 and Procedural GuideDocument Title: Comprehensive Local Plan for Special EducationDocument Location: <https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

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Description:

Special education may include each of the following if the services otherwise meet the definition in the above paragraph: (Education Code 56031) 1. Speech language pathology services, or any other designated instruction and service or related service, pursuant to Education Code 56363, if the service is considered special education rather than designated instruction and service or related service under state standards 2. Travel training 3. Career technical education 4. Transition services for students with disabilities in accordance with 34 CFR 300.43 if provided as specially designed instruction, or a related service, if required to assist a student with disabilities to benefit from special education. Specially designed instruction means adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to ensure access of the student to the general curriculum, so that the student can meet the educational standards that apply to all students in the charter LEA. (34 CFR 300.39(b)(3))

15. Assurance of full educational opportunity:

Reference Number: Document Title: Document Location:

Description:

Full educational opportunities means that students with disabilities have the right to full educational opportunities to meet their unique needs, including access to a variety of educational programs and services available to non-disabled students. The State must have in effect policies and procedures to demonstrate that the State has established a goal of providing full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal. (34 CFR 300.109)

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Reference Number: Document Title: Document Location:

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Description:

The El Dorado County Office of Education is the Responsible Local Agency/Administrative Unit (RLA/AU) for the Charter SELPA. Pursuant to the provisions of Education Code 56030 et seq., the RLA/AU shall receive and distribute regionalized service funds, provide administrative support and coordinate the implementation of the El Dorado Charter Local Plan for Special Education. The RLA/AU shall perform such services and functions required to accomplish the goals set forth in the plan, including development of the Annual Service and Budget Plan. In addition, pursuant to Education Code 56836.01(a)(b)(c) the SELPA RLA/AU will oversee the fiscal administration of the Annual Budget Plan and the allocation of state and federal funds allocated to the special education local plan area for the provision of special education and related services by those entities, in accordance with the Local and Allocation Plans approved by the CEO Council, and be responsible for the reporting and accounting requirements prescribed by this part.

17. Direct instructional program support that maybe provided by program specialists in accordance with *EC* Section 56368:

Reference Number:

CEO Administrative Regulation 10

Document Title:

Personnel Qualifications

Document Location:

<https://charterselpa.org/governance/>

Description:

A program specialist is a specialist who holds a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization and has advanced training and related experience in the education of individuals with exceptional needs and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

(b) A program specialist may do all the following:

- (1) Observe, consult with, and assist resource specialists, designated instruction and services instructors, and special class teachers.
- (2) Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.
- (3) Participate in each school's staff development, program development, and innovation of special methods and approaches.
- (4) Provide coordination, consultation and program development primarily in one specialized area or areas of his or her expertise.
- (5) Be responsible for assuring that pupils have full educational opportunity regardless of the district of residence.

(c) For purposes of Section 41403, a program specialist shall be

Section B: Governance and Administration

SELPA Fiscal Year **Special Education Local Plan Area Services**

1. A description of programs for early childhood special education from birth through five years of age:

Reference Number: Document Title: Document Location:

Description:

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Reference Number: Document Title: Document Location:

Description:

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3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Reference Number:

Document Title:

Document Location:

Description:

Before requesting a due process hearing, the Charter Chief Executive Officer or designee of the Charter LEA and a parent/guardian may agree to meet informally to resolve any dispute relating to the identification, assessment or education and placement of a student with disabilities. The Charter Chief Executive Officer or designee shall have the authority to resolve the dispute through an informal alternative dispute resolution (“ADR”) process. (Ed. Code § 56502) In addition, either party may file a request with the Superintendent of Public Instruction for a Pre- Hearing Mediation Conference (commonly referred to as “mediation only”) to be conducted by a person designated by the California Department of Education. Based on the Pre-Hearing Mediation Conference, the Charter Chief Executive Officer or designee may resolve the issue(s) in any manner that is consistent with state and federal law, and is to the satisfaction of both parties. (Education Code 56500.3) Attorneys may not attend the Informal ADR session or the Prehearing Mediation Conference. Attorneys may attend, or otherwise participate in, only those mediation conferences that are scheduled pursuant to a request for a due process hearing. (Ed. Code §§ 56500.3, 56501) If the parties do not resolve their dispute through Informal ADR and/or a Pre-Hearing Mediation Conference, either party may file a request for a due process hearing.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Reference Number:

Document Title:

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Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Description:

The Charter Chief Executive Officer or designee shall follow SELPA procedures providing that parents/guardians, teachers, appropriate professionals, and others may refer an individual for assessment for special education services. Identification procedures shall be coordinated with school site procedures for referral of students with needs that cannot be met with modifications to the regular instructional program. (Ed. Code § 56302)

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Reference Number:

CEO Administrative Regulation 24 and Procedural Guide

Document Title:

Nonpublic, Nonsectarian School and Agency Services for Special Education

Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Description:

Contracts with an NPS or NPA shall include an Individual Services Agreement ("ISA") negotiated for each student. ISAs shall be for the length of time for which NPS and/or NPA services are specified in the student's individualized education program ("IEP"), but not to exceed one year. Changes in educational instruction, services or placement shall be made only on the basis of revisions to the student's IEP. (Ed. Code § 56366.) The master contract shall specify the general administrative and financial agreements between the NPS or NPA and the Charter LEA to provide the special education and designated instruction and services, as well as transportation specified in the student's IEP. The administrative provisions of the master contract shall also include procedures for record keeping and documentation, and the maintenance of school records by the contracting charter LEA to ensure that the NPS provides appropriate high school graduation credit to the student. The contract may allow for partial or full-time attendance at the nonpublic nonsectarian school. (Ed. Code § 56366.) In order for a Charter LEA to contract with an NPS or NPA, the NPS and NPA must be certified as meeting state standards. (Ed Code § 56366.) A master contract may be terminated for cause with 20-days' notice. However, the availability of a public education program initiate during the period of the

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master contract cannot give cause for termination unless the parent/guardian agrees to transfer the student to the public program. The master contract shall include a description of the process being utilized by the Charter LEA to oversee and evaluate placements in the NPS. This description shall include a method for evaluating whether the student is making appropriate educational progress. (Ed. Code 56366) The Charter CEO or designee of an elementary Charter LEA shall notify a high school district of all students placed in NPS or NPA programs prior to the annual review of the IEP for each student who may transfer to the high school district. (5 CCR § 3069.) When a special education student meets the district requirements for completion of prescribed course of study as designated in the student's IEP, the district which developed the IEP shall award the diploma. (5 CCR § 3070.)

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC 56026(c)(4)*) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in their last educational setting, but had actually been identified as a child with a disability. (*EC* Section 56040)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC* Section 56041)

Reference Number:

CEO Policy 1 and Procedural Guide

Document Title:

Comprehensive Local Plan for Special Education

Document Location:

<https://charterselpa.org/governance/>
<http://charterselpa.org/program-support/procedural-guide/>

Description:

As members of the Charter SELPA, each Charter SELPA LEA (Local Education Agency) desires to provide a free and appropriate public education (FAPE) to all school aged K-12 individuals with disabilities, who are enrolled in the charter, including children who have been suspended or expelled or placed by the charter LEA in a nonpublic school or agency services. The SELPA will provide technical support to any Charter LEAs identified as the DOR for students age 18 to 21 who

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are incarcerated in a county jail and remaining eligible for special education to assist in meeting their obligation. The SELPA may facilitate collaboration with the county jails as requested. Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Education Code 56303)

Cover Sheet

Special Education Extended School Year (ESY) for 2020-2021

Section: IV. Academic Excellence
Item: B. Special Education Extended School Year (ESY) for 2020-2021
Purpose: Vote
Submitted by: Dr. Amanda Johnson
Related Material: Extended School Year 2020-2021 - Feather River.pdf

BACKGROUND:

The board is being presented with the Extended School Year (ESY) dates for the 2020-21 school year. Every year the dates change with the student calendar and must be board approved. Typically the ESY dates start a week after school ends and are 20 school days in length.



Extended School Year 2020-2021

Dates:

June 2-29, 2021