



INSPIRE CHARTER SCHOOLS

43517 Ridge Park Dr #100, Temecula, California 92590

Phone (951) 395-8940 * Fax (951) 395-8941

**Regular Board Meeting
Inspire Charter School - South
December 16, 2017 - 10:30 am - 12:00 pm
43517 Ridge Park Dr. # 100
Temecula, CA 92590**

AGENDA

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

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

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



INSPIRE CHARTER SCHOOLS

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Regular Board Meeting - Inspire Charter School- South

October 1, 2017 – 9:30 am- 10:00 a.m.

3411 Lake Tahoe Blvd

South Lake Tahoe, CA 96150

Attendance: Sarah Fitzpatrick, Jamie Mapstead Searles

Teleconference: Jodi Erickson

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

Call to Order:

Jodi Erickson called the meeting to order at 9:42 am.

Public Comments:

None

Election of Officers:

Jamie Mapstead Searles motioned to adopt the election of officers as stated for Inspire Charter School-South Board. Sarah Fitzpatrick seconded. -Unanimous.

Adoption of ByLaws:

Jamie Mapstead Searles motioned to adopt the Bylaws. Sarah Fitzpatrick seconded.
-Unanimous.

CSC Acknowledgement Resolutions for the Sale of Receivables:

Upon motion duly made, seconded and unanimously approved, the resolutions attached to these minutes and incorporated herein by this reference are hereby adopted. Jamie Mapstead Searles motioned. Sarah Fitzpatrick seconded. -Unanimous.

Fiscal Policy and Procedures:

Jamie Mapstead Searles motioned to approve the Fiscal Policy and Procedures with the change of the check signer from Diane Beran to Edward Robillard.. Sarah Fitzpatrick seconded.
-Unanimous.

Interschool Loan Policy:

Jamie Mapstead Searles motioned to approve the Interschool Loan Policy. Sarah Fitzpatrick seconded. -Unanimous.



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Year-End 16/17 Financials:

Jamie Mapstead Searles motioned to accept the 16/17 year end financials. Sarah Fitzpatrick seconded. -Unanimous.

Adjournment:

Jamie Mapstead Searles motioned to adjourn the meeting at 10:08 am. Sarah Fitzpatrick seconded. -Unanimous.

Prepared By:

Bryanna Brossman

Noted By:

Jamie Mapstead Searles

Board Secretary



INSPIRE CHARTER SCHOOLS

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Phone (951) 395-8940 * Fax (951) 395-8941

Special Board Meeting- Inspire Charter School- South

November 28, 2017 – 5:00 pm- 5:20 pm.

43517 Ridge Park Dr. # 100

Temecula, CA 92590

Attendance : Sarah Fitzpatrick and Jamie Mapstead Searles - Teleconference

Absent: Jodi Erickson

Also Present: Nick, Nichols, Kimmi Buzzard, Shari Erlendson, Erika Vanderspek and Bryanna Brossman - Teleconference

Call to Order:

Sarah Fitzpatrick called the meeting to order at 5:04pm.

Public Comments:

None

Dashboard Indicators:

The local Dashboard Indicators were disclosed to the board.

Adjournment:

Sarah motioned to adjourn the meeting at 5:07. Jamie seconded.

- Unanimous

Prepared By:

Bryanna Brossman

Noted By:

Jamie Mapstead Searles

Board Secretary



Curriculum and Enrichment Funds Policy

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

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

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

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

Ordering Process:

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

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

- **Clarify What Funds Can Be Used For:** Instructional Funds will first be used toward the student's core subjects, technology items, then other enrichment products and services, and other appropriate items to extend the learning experience like fieldtrips, **educational travel** and related educational conferences/**workshops**. **Limit on educational travel: A student may only use instructional funds to sign up for one**

educational travel experience per school year. Up to \$965 of students Instructional Funds can be applied to their educational travel experience. Any deposits required to hold a student's spot on an educational travel tour cannot be paid using instructional funds. Educational content is all that can be covered by instructional funds. Travel costs such as transportation, food and lodging cannot be paid using instructional funds. Parents or guardians planning to travel with their student must pay 100% of their travel and tour costs. Up to \$350 a year may be used on parent trainings or workshops that directly support students learning. All use of funds must be approved by the student's credentialed teacher consistent with Inspire Charter School- South's policies and procedures.

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

Inspire Charter School- South's Personalized Learning Creed:

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



Fund Balance Progress - Inspire Charter School - South

P2 of 4,556	July	August	September	October	November	December	January	February	March	April	May	June
State Aid - Revenue Limit	1,241,091	1,268,089	2,445,858	2,269,962	2,269,962	2,269,962	2,427,859	4,236,523	4,165,824	4,533,429	4,165,824	5,979,115
Federal Revenue	-	-	-	-	-	-	-	-	284,750	-	-	284,750
Other State Revenue	77,164	77,164	139,010	(192,148)	138,895	195,537	288,107	351,396	298,596	447,808	298,596	1,325,472
Total Revenue:	1,327,157	1,347,494	2,588,505	2,083,916	2,411,363	2,468,006	2,718,473	4,590,426	4,751,676	4,983,744	4,466,926	7,591,843
Actual/Expected	Actual	Actual	Actual	Actual	Expected	Expected	Expected	Expected	Expected	Expected	Expected	Expected
Certificated Salaries	1,002,925	1,129,358	1,190,836	1,201,704	1,268,923	1,310,852	1,315,205	1,305,245	1,310,434	1,310,295	1,308,658	1,309,795
Classified Salaries	106,230	111,019	109,676	116,191	116,191	116,191	116,191	116,191	116,191	116,191	116,191	116,191
Benefits	215,970	232,682	249,873	311,431	306,139	315,536	337,666	330,145	320,731	315,411	315,044	315,299
Books and Supplies	459,650	529,882	481,706	538,877	706,065	706,065	706,065	423,639	353,032	282,426	176,516	176,516
Subagreement Services	290,072	244,747	297,558	487,171	1,612,380	1,612,380	1,612,380	967,464	806,235	645,006	403,163	403,163
Professional/Consulting Services	49,407	162,837	98,618	123,022	131,006	130,506	135,743	192,170	190,049	201,577	187,382	260,494
Facilities, Repairs and Other Leases	16,882	25,111	23,779	28,395	29,032	29,032	29,032	29,032	29,032	29,032	29,032	29,032
Operations and Housekeeping	21,797	45,152	31,323	44,667	39,600	39,600	39,600	39,600	39,600	39,600	39,600	38,903
Depreciation	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054
Interest	132,823	306,577	64,966	137,525	173,094	243,660	243,660	337,997	-	38,500	105,000	105,000
Total Expenses:	2,296,810	2,788,419	2,549,388	2,990,037	4,383,485	4,504,876	4,536,597	3,742,537	3,166,359	2,979,092	2,681,640	2,755,448
Surplus/Defecit	(969,653)	(1,440,924)	39,117	(906,121)	(1,972,121)	(2,036,870)	(1,818,124)	847,889	1,585,318	2,004,652	1,785,286	4,836,395
Cumulative Fund Balance	(969,653)	(2,410,577)	(2,371,461)	(3,277,582)	(5,249,703)	(7,286,574)	(9,104,698)	(8,256,809)	(6,671,492)	(4,666,839)	(2,881,554)	1,954,842
Beginning Fund Balance	(2,728,536)	(3,698,189)	(5,139,113)	(5,099,997)	(6,006,118)	(7,978,239)	(10,015,110)	(11,833,234)	(10,985,345)	(9,400,028)	(7,395,375)	(5,610,090)
Ending Fund Balance	(3,698,189)	(5,139,113)	(5,099,997)	(6,006,118)	(7,978,239)	(10,015,110)	(11,833,234)	(10,985,345)	(9,400,028)	(7,395,375)	(5,610,090)	(773,694)

Inspire Charter School - South

Monthly Cash Flow/Forecast FY17-18

Revised 11/27/17

ADA = 4556.00



Revised 11/27/17

ADA = 4556.00

Prior Year P2 and PENSEC Estimates														P-1				P-2		Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Year-End Accruals										
Revenues																			ADA = 3657.50			
State Aid - Revenue Limit																						
8011	LCFF State Aid	1,241,091	1,241,091	2,233,964	2,233,964	2,233,964	2,233,964	2,233,964	4,095,124	4,095,124	4,095,124	4,095,124	5,680,616	-	35,713,113	28,767,521	6,945,592					
8012	Education Protection Account	-	-	157,897	-	-	157,897	-	-	367,606	-	-	227,800	-	911,200	731,500	179,700					
8096	In Lieu of Property Taxes	-	26,998	53,997	35,998	35,998	35,998	141,399	70,700	70,700	70,700	70,700	-	-	649,184	490,946	158,238					
		1,241,091	1,268,089	2,445,858	2,269,962	2,269,962	2,427,859	4,236,523	4,165,824	4,533,429	4,165,824	5,751,315	227,800	-	37,273,497	29,989,967	7,283,530					
Federal Revenue																						
8181	Special Education - Entitlement	-	-	-	-	-	-	-	284,750	-	-	142,375	142,375	-	569,500	457,188	112,313					
		-	-	-	-	-	-	-	284,750	-	-	142,375	142,375	-	569,500	457,188	112,313					
Other State Revenue																						
8311	State Special Education	77,164	77,164	138,895	138,895	138,895	138,895	298,596	298,596	298,596	298,596	298,596	-	-	2,341,784	1,879,955	461,829					
8550	Mandated Cost	-	-	-	-	-	56,642	-	-	-	-	464,216	-	-	520,858	593,491	(72,632)					
8560	State Lottery	-	-	-	-	-	-	149,212	-	-	149,212	-	562,660	-	861,084	691,268	169,817					
8598	Prior Year Revenue	-	-	115	(331,043)	-	-	-	-	-	-	-	-	-	(330,928)	-	(330,928)					
8599	Other State Revenue	-	-	-	-	-	-	-	52,800	-	-	-	-	-	52,800	44,500	8,300					
		77,164	77,164	139,010	(192,148)	138,895	195,537	288,107	351,396	298,596	447,808	298,596	562,660	-	3,445,598	3,209,213	236,385					
Other Local Revenue																						
8650	Lease and Rental Income	-	1,920	3,637	3,937	2,507	2,507	2,507	2,507	2,507	2,507	2,507	-	-	29,546	-	29,546					
8660	Interest Revenue	4,303	321	-	2,165	-	-	-	-	-	-	-	-	-	6,789	-	6,789					
8699	School Fundraising	4,598	-	-	-	-	-	-	-	-	-	-	-	-	4,598	-	4,598					
		8,902	2,241	3,637	6,102	2,507	2,507	2,507	2,507	2,507	2,507	2,507	-	-	40,933	-	40,933					
Total Revenue		1,327,157	1,347,494	2,588,505	2,083,916	2,411,363	2,468,006	2,718,473	4,590,426	4,751,676	4,983,744	4,466,926	6,659,009	932,835	41,329,529	33,656,368	7,673,161					
Expenses																						
Certificated Salaries																						
1100	Teachers' Salaries	797,453	961,769	951,562	899,403	1,037,762	1,058,517	1,058,517	1,058,517	1,058,517	1,058,517	1,058,517	-	-	12,057,568	9,167,500	(2,890,068)					
1175	Teachers' Extra Duty/Stipends	34,933	22,722	92,983	140,119	85,275	106,126	110,507	100,636	105,756	105,633	104,008	105,132	-	1,113,831	122,882	(990,949)					
1200	Pupil Support Salaries	13,009	10,512	11,886	12,044	11,480	11,803	11,776	11,687	11,755	11,739	11,727	11,741	-	141,160	287,734	146,574					
1300	Administrators' Salaries	157,531	134,355	134,405	150,137	134,405	134,405	134,405	134,405	134,405	134,405	134,405	-	-	1,651,671	1,156,480	(495,191)					
		1,002,925	1,129,358	1,190,836	1,201,704	1,268,923	1,310,852	1,315,205	1,305,245	1,310,434	1,310,295	1,308,658	1,309,795	-	14,964,229	10,734,596	(4,229,633)					
Classified Salaries																						
2100	Instructional Salaries	94,397	95,186	93,426	99,941	99,941	99,941	99,941	99,941	99,941	99,941	99,941	-	-	1,182,481	3,208,625	2,026,144					
2200	Support Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,750	13,750					
2300	Classified Administrators' Salaries	3,958	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	7,917	-	-	91,042	-	(91,042)					
2400	Clerical and Office Staff Salaries	7,875	7,917	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	-	-	99,125	170,209	71,084					
		106,230	111,019	109,676	116,191	116,191	116,191	116,191	116,191	116,191	116,191	116,191	-	-	1,372,648	3,392,584	2,019,936					
Benefits																						
3101	STRS	134,604	160,424	169,692	171,215	183,106	189,156	189,784	188,347	189,096	189,076	188,839	189,003	-	2,142,341	1,549,002	(593,339)					
3301	OASDI	6,507	6,806	6,707	7,110	7,204	7,204	7,204	7,204	7,204	7,204	7,204	-	-	84,760	210,340	125,580					
3311	Medicare	12,934	12,706	13,580	13,836	20,084	20,692	20,755	20,611	20,686	20,684	20,660	20,677	-	217,906	204,844	(13,062)					
3401	Health and Welfare	41,379	42,017	54,091	67,617	71,065	73,217	73,440	72,929	73,195	73,188	73,104	73,162	-	788,404	815,455	27,051					
3501	State Unemployment	20,546	5,887	961	505	5,289	5,289	26,443	21,155	10,577	5,289	5,289	-	-	112,518	132,780	20,262					
3601	Workers' Compensation	-	4,842	4,842	4,842	19,392	19,979	20,040	19,900	19,973	19,971	19,948	19,964	-	173,692	197,781	24,088					
3901	Other Benefits	-	-	-	46,305	-	-	-	-	-	-	-	-	-	46,305	-	(46,305)					
		215,970	232,682	249,873	311,431	306,139	315,536	337,666	330,145	320,731	315,411	315,044	315,299	-	3,565,926	3,110,202	(455,725)					
Books and Supplies																						
4100	Textbooks and Core Materials	10,160	29,228	95,891	5,889	23,461	23,461	23,461	14,077	11,730	9,384	5,865	5,865	-	258,473	274,669	16,197					
4200	Books and Reference Materials	75,089	120,909	60,039	96,830	19,469	19,469	19,469	11,681	9,734	7,788	4,867	4,867	-	450,212	439,171	(11,041)					
4302	School Supplies	285,531	240,938	201,192	191,237	234,617	234,617	234,617	140,770	117,308	93,847	58,654	58,654	-	2,091,982	1,973,576	(118,405)					
4303	Special Activities/Field Trips	37,630	69,203	50,376	94,576	55,507	55,507	55,507	33,304	27,753	22,203	13,877	13,877	-	529,320	514,289	(15,031)					
4305	Software	44,332	41,311	45,671	98,557	293,532	293,532	293,532	176,119	146,766	117,413	73,383	73,383	-	1,697,529	757,566	(939,963)					
4400	Noncapitalized Equipment	6,908	28,293	28,538	51,787	79,480	79,480	79,480	47,688	39,740	31,792	19,870	19,870	-	512,924	498,172	(14,752)					
		459,650	529,882	481,706	538,877	706,065	706,065	706,065	423,639	353,032	282,426	176,516	176,516	-	5,540,440	4,457,444	(1,082,996)					

Inspire Charter School - South

Monthly Cash Flow/Forecast FY17-18

Revised 11/27/17

ADA = 4556.00



Revised 11/27/17

ADA = 4556.00

Prior Year P2 and PENSEC Estimates														P-1				P-2		Annual Forecast	Original Budget Total	Favorable / (Unfav.)			
Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Year-End Accruals													
Subagreement Services																									
5102	Special Education	2,010	17,886	37,361	53,093	405,601	405,601	405,601	243,360	202,800	162,240	101,400	101,400	-	2,138,354	1,564,213	(574,142)								
5105	Security	90	90	-	90	90	90	90	90	90	90	90	90	-	990	1,080	90								
5106	Other Educational Consultants	287,972	226,770	260,197	433,988	1,206,690	1,206,690	1,206,690	724,014	603,345	482,676	301,672	301,672	-	7,242,377	6,418,378	(823,999)								
		290,072	244,747	297,558	487,171	1,612,380	1,612,380	1,612,380	967,464	806,235	645,006	403,163	403,163	-	9,381,721	7,983,671	(1,398,050)								
Professional/Consulting Services																									
5801	IT	-	-	-	-	1,382	1,382	1,382	1,382	1,382	1,382	1,382	1,382	-	11,058	11,058	-								
5802	Audit & Taxes	-	-	-	7,550	-	-	-	2,667	2,667	2,667	-	-	-	15,550	8,000	(7,550)								
5803	Legal	-	-	3,585	-	500	500	500	500	500	500	500	500	-	7,585	5,000	(2,585)								
5804	Professional Development	150	10,458	769	30	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	-	75,406	80,000	4,594								
5805	General Consulting	65	1,105	1,105	4,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	14,275	10,000	(4,275)								
5810	Payroll Service Fee	-	7,075	1,526	1,162	2,333	2,333	2,333	2,333	2,333	2,333	2,333	2,333	-	28,430	28,000	(430)								
5811	Management Fee	49,192	98,384	-	49,192	49,192	49,192	49,192	49,192	49,192	49,192	49,192	49,192	-	590,304	588,986	(1,318)								
5812	District Oversight Fee	-	45,816	91,632	61,088	68,099	68,099	72,836	127,096	124,975	136,003	124,975	172,539	25,047	1,118,205	449,850	(668,355)								
5813	County Fees	-	-	-	-	500	-	500	-	-	500	-	500	-	2,000	2,000	-								
5814	SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	93,486	93,486								
		49,407	162,837	98,618	123,022	131,006	130,506	135,743	192,170	190,049	201,577	187,382	235,447	25,047	1,862,813	1,276,379	(586,434)								
Facilities, Repairs and Other Leases																									
5601	Rent	15,795	21,286	20,747	25,544	25,544	25,544	25,544	25,544	25,544	25,544	25,544	25,544	-	287,724	292,370	4,646								
5602	Additional Rent	612	887	1,377	-	-	-	-	-	-	-	-	-	-	2,876	-	(2,876)								
5603	Equipment Leases	475	1,836	1,570	1,599	1,599	1,599	1,599	1,599	1,599	1,599	1,599	1,599	-	18,272	5,000	(13,272)								
5605	Real/Personal Property Taxes	-	-	-	902	222	222	222	222	222	222	222	222	-	2,680	2,000	(680)								
5610	Repairs and Maintenance	-	1,102	85	350	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	14,870	15,000	130								
		16,882	25,111	23,779	28,395	29,032	29,032	29,032	29,032	29,032	29,032	29,032	29,032	-	326,422	314,370	(12,052)								
Operations and Housekeeping																									
5201	Auto and Travel	8,717	4,209	9,590	20,235	10,909	10,909	10,909	10,909	10,909	10,909	10,909	10,212	-	129,326	120,000	(9,326)								
5203	Business Meals	1,435	1,545	272	-	2,778	2,778	2,778	2,778	2,778	2,778	2,778	2,778	-	25,475	25,000	(475)								
5300	Dues & Memberships	906	5,177	375	624	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	20,415	20,000	(415)								
5400	Insurance	-	3,430	3,430	3,430	3,797	3,797	3,797	3,797	3,797	3,797	3,797	3,797	-	40,664	15,000	(25,664)								
5501	Utilities	81	1,946	719	2,568	833	833	833	833	833	833	833	833	-	11,981	10,000	(1,981)								
5502	Janitorial/Trash Removal	392	342	342	342	292	292	292	292	292	292	292	292	-	3,751	3,500	(251)								
5510	Office Expense	6,853	8,817	12,142	8,116	6,250	6,250	6,250	6,250	6,250	6,250	6,250	6,250	-	85,927	75,000	(10,927)								
5511	Postage and Shipping	410	1,291	2,207	725	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	-	22,233	22,000	(233)								
5512	Printing	190	209	58	1,558	250	250	250	250	250	250	250	250	-	4,015	2,500	(1,515)								
5513	Other taxes and fees	1,828	13,413	(1,573)	2,719	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	-	40,387	30,000	(10,387)								
5514	Bank Charges	110	1,544	2,775	2,695	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	-	27,125	25,000	(2,125)								
5515	Public Relations/Recruitment	-	1,341	171	-	3,125	3,125	3,125	3,125	3,125	3,125	3,125	3,125	-	26,512	25,000	(1,512)								
5900	Communications	875	1,888	814	1,655	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	21,232	22,000	768								
		21,797	45,152	31,323	44,667	39,600	39,600	39,600	39,600	39,600	39,600	39,600	38,903	-	459,043	395,000	(64,043)								
Depreciation																									
6900	Depreciation Expense	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	-	12,646	12,648	2								
		1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	-	12,646	12,648	2								
Interest																									
7438	Interest Expense	132,823	306,577	64,966	137,525	173,094	243,660	243,660	337,997	-	38,500	105,000	105,000	-	1,888,799	624,000	(1,264,799)								
		132,823	306,577	64,966	137,525	173,094	243,660	243,660	337,997	-	38,500	105,000	105,000	-	1,888,799	624,000	(1,264,799)								
Total Expenses																									
		2,296,810	2,788,419	2,549,388	2,990,037	4,383,485	4,504,876	4,536,597	3,742,537	3,166,359	2,979,092	2,681,640	2,730,401	25,047	39,374,688	32,300,894	(7,073,794)								
Monthly Surplus (Deficit)																									
		(969,653)	(1,440,924)	39,117	(906,121)	(1,972,121)	(2,036,870)	(1,818,124)	847,889	1,585,318	2,004,652	1,785,286	3,928,608	907,787	1,954,842	1,355,474	599,368								

Inspire Charter School - South

Monthly Cash Flow/Forecast FY17-18

Revised 11/27/17

ADA = 4556.00



	Prior Year P2 and PENSEC Estimates						P-1				P-2		Annual Forecast	Original Budget Total	Favorable / (Unfav.)
	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18			
Cash Flow Adjustments													5%		
Monthly Surplus (Deficit)	(969,653)	(1,440,924)	39,117	(906,121)	(1,972,121)	(2,036,870)	(1,818,124)	847,889	1,585,318	2,004,652	1,785,286	3,928,608	907,787	1,954,842	
Cash flows from operating activities															
Depreciation/Amortization	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	1,054	-	12,646	
Public Funding Receivables	-	-	(14,795)	14,795	-	-	551,967	-	-	-	-	-	(932,835)	(380,868)	
Grants and Contributions Rec.	66,884	(4,186)	27,621	400,684	-	-	-	-	-	-	-	-	-	491,002	
Due To/From Related Parties	264,716	(789,672)	(107,597)	440,930	-	-	-	-	-	-	-	-	-	(191,623)	
Prepaid Expenses	(52,316)	25,913	(134,259)	87,407	-	-	-	-	-	-	-	-	-	(73,255)	
Other Assets	(1,300)	(500)	(800)	-	-	-	-	-	-	-	-	-	-	(2,600)	
Accounts Payable	(44,041)	207,892	923,318	(130,574)	-	-	-	-	-	-	-	-	25,047	981,643	
Accrued Expenses	(859,789)	(142,380)	(162,143)	89,644	-	-	-	-	-	-	-	-	-	(1,074,668)	
Cash flows from financing activities															
Proceeds from Factoring	1,710,100	3,802,800	597,800	1,335,200	2,558,006	3,480,855	3,480,855	4,828,523	-	550,000	1,500,000	1,500,000	-	25,344,140	
Payments on Factoring	(4,376,000)	(1,303,100)	(972,500)	(1,942,200)	(1,808,000)	(1,834,200)	(1,982,300)	(1,820,500)	(2,929,006)	(3,890,855)	(3,851,855)	(5,199,523)	-	(31,910,040)	
Total Change in Cash	(4,260,346)	356,897	196,815	(609,182)	(1,221,061)	(389,161)	233,452	3,856,966	(1,342,634)	(1,335,149)	(565,515)	230,139			
Cash, Beginning of Month	5,052,251	791,904	1,148,801	1,345,616	736,434	(484,628)	(873,789)	(640,337)	3,216,629	1,873,995	538,846	(26,669)			
Cash, End of Month	791,904	1,148,801	1,345,616	736,434	(484,628)	(873,789)	(640,337)	3,216,629	1,873,995	538,846	(26,669)	203,469			

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 _____ Inspire Charter School - South ("LEA"), a California public charter school, collectively referred to as the "Parties."

RECITALS

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

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

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

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

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

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

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

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

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

1. SHARED COMMITMENTS

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

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

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

2. LEA RESPONSIBILITIES

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

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

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

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

3. **SELPA DUTIES AND RESPONSIBILITIES**

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

- 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
- 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
 1. Evidenced Based Practices;
 2. Program Development and Improvement;
 3. Individual cases;
 4. State complaints;
 5. Requests for due process mediation and hearing; and
 6. Appropriate programs and services for specific pupils.
- 3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.
- 3.2. Governance. Organize and maintain the governance structure of the Local Plan including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.
- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

4. EDCOE DUTIES AND RESPONSIBILITIES

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

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

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

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

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

6. DISPUTE RESOLUTION

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

7. MUTUAL REPRESENTATIONS

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

8. RESERVATION OF RIGHTS

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

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

Executed on this 16th day of December, 2017.

**In accordance with SELPA policy, Inspire Charter School - South,
[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

AGREEMENT FOR PARTICIPATION
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- 1.2. Standard of Conduct. Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. LEA shall not engage in any

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

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

2. LEA RESPONSIBILITIES

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

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

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

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

3. **SELPA DUTIES AND RESPONSIBILITIES**

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

3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.

3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:

1. Evidenced Based Practices;
2. Program Development and Improvement;
3. Individual cases;
4. State complaints;
5. Requests for due process mediation and hearing; and
6. Appropriate programs and services for specific pupils.

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

3.2. Governance. Organize and maintain the governance structure of the Local Plan including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.

3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.

3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.

3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.

3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

4. EDCOE DUTIES AND RESPONSIBILITIES

4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.

4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA

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

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

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

6. DISPUTE RESOLUTION

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

7. MUTUAL REPRESENTATIONS

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

8. RESERVATION OF RIGHTS

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

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

Executed on this 16th day of December, 2017.

**In accordance with SELPA policy, Inspire Charter School - South,
[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