



MONARCH RIVER ACADEMY

1781 East Fir Avenue #102, Fresno, CA 93720

Phone (559) 754-1442 * Fax (559) 335-4089

Regular Scheduled Board Meeting

Monarch River Academy

November 20, 2019 – 5:15 pm

1781 East Fir Avenue, #102

Fresno, CA 93720

AGENDA

1. Call to Order
2. Flag Salute
3. Public Comments
4. Approval of the Agenda
5. Closed Session – Potential Litigation
6. Principals Report
 1. Enrollment
 2. NHS and NJHS Membership
 3. SB 126
 4. Structure of the Schools and an Organizational Chart
 5. Description of Services in the Inspire District Office Service Agreement
 6. Check Signers Follow-Up
 7. Recommendations for Legal Counsel and Agreements
7. Discussion on the Summary of Insurance Coverage
8. Discussion and Potential Action on the Board Meeting Minutes
9. Discussion and Potential Action on the October Financials
10. Discussion and Potential Action on the First Interim Report
11. Discussion and Potential Action on the Conflict of Interest Code
12. Discussion and Potential Action on the Resolution of the Board of Directors of the Monarch River Academy Joining the California Charter Schools Joint Powers Authority
13. Discussion and Potential Action on the Healthy Youth Act Curriculum
14. Discussion and Potential Action on the Canva Account Purchase
15. Discussion and Potential Action on the Non-Compliance Policy
16. Discussion and Potential Action on the Investigation Process Regarding Residency
17. Discussion and Potential Action on the Withdrawal Policy and Disenrollment Letter
18. Discussion and Potential Action on the Vendor Agreements



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19. Discussion and Potential Action on the Promotion, Acceleration and Retention Policy
20. Discussion and Potential Action on the Appointment of Board Members
21. Discussion and Potential Action on Officer Elections
22. Discussion and Potential Action on Bank Account Check Signers
23. Discussion and Potential Action on the Principal's Contract
24. Discussion and Potential Action on the Board Resolution to Approve the Principal's Salary and Supplemental Benefits
25. Board of Director's Requests
26. 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: Monarch River Academy 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)).

NATIONAL
HONOR SOCIETY
&
NATIONAL JUNIOR
HONOR SOCIETY



NJHS is for students in grades 7th - 9th grade. To be eligible students must have and maintain a GPA of a 3.0 or higher.

NHS is for students in grades 10th - 12th grade. To be eligible students must have and maintain a GPA of a 3.5 or higher.

The purpose of NJHS is to encourage students to have a heart for service by providing an organization where students complete two community service projects a year: one individual and one chapter wide project.

The purpose of NHS is to encourage students to have a heart for service by providing an organization where students complete two community service projects a year: one individual and one chapter wide project.

Monarch River Academy had 2 new students inducted this year into NJHS

Monarch River Academy had 0 new students inducted this year into NHS

Monarch River Academy has 2 students in the program

Monarch River Academy has 1 student in the program

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Date Published: 03/05/2019 09:00 PM

Senate Bill No. 126**CHAPTER 3**

An act to add Section 47604.1 to the Education Code, relating to charter schools.

[Approved by Governor March 05, 2019. Filed with Secretary of State March 05, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SB 126, Leyva. Charter schools.

(1) The Ralph M. Brown Act requires that all meetings of the legislative body, as defined, of a local agency be open and public and all persons be permitted to attend unless a closed session is authorized. The Bagley-Keene Open Meeting Act requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Ralph M. Brown Act, unless the charter school is operated by an entity governed by the Bagley-Keene Open Meeting Act, in which case the charter school would be subject to the Bagley-Keene Open Meeting Act, except as specified.

This bill would require specified charter schools or entities managing charter schools to hold meetings in specified locations. The bill would prohibit a meeting of the governing body of a charter school to discuss items related to the operation of the charter school from including the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

(2) The California Public Records Act requires state and local agencies to make their records available for public inspection and to make copies available upon request and payment of a fee unless the records are exempt from disclosure.

This bill would expressly state that charter schools and entities managing charter schools are subject to the California Public Records Act, except as specified.

(3) Existing law prohibits certain public officials, including, but not limited to, state, county, or district officers or employees, from being financially interested in any contract made by them in their official capacity or by any body or board of which they are members, except as provided.

This bill would expressly state that charter schools and entities managing charter schools are subject to these provisions, except that the bill would provide that an employee of a charter school is not disqualified from serving as a member of the governing body of the charter school because of that employment status. The bill would require a member of the governing body of a charter school who is also an employee of the charter school to abstain from voting on, or influencing or attempting to influence another member of that body regarding, any matter uniquely affecting that member's own employment.

(4) The Political Reform Act of 1974 requires every state agency and local governmental agency to adopt a conflict-of-interest code, formulated at the most decentralized level possible, that requires designated employees of the agency to file statements of economic interest disclosing any investments, business positions, interests in real property, or sources of income that may foreseeably be affected materially by any governmental decision made or participated in by the designated employee by virtue of that employee's position.

This bill would expressly state that charter schools and entities managing charter schools are subject to the Political Reform Act of 1974, except as specified.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 47604.1 is added to the Education Code, to read:

47604.1. (a) For purposes of this section, an "entity managing a charter school" means a nonprofit public benefit corporation that operates a charter school consistent with Section 47604. An entity that is not authorized to operate a charter school pursuant to Section 47604 is not an "entity managing a charter school" solely because it contracts with a charter school to provide to that charter school goods or task-related services that are performed at the direction of the governing body of the charter school and for which the governing body retains ultimate decisionmaking authority.

(b) A charter school and an entity managing a charter school shall be subject to all of the following:

(1) The Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), except that a charter school operated by an entity pursuant to Chapter 5 (commencing with Section 47620) shall be subject to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) regardless of the authorizing entity.

(2) (A) The California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(B) (i) The chartering authority of a charter school shall be the custodian of records with regard to any request for information submitted to the charter school if either of the following apply:

(I) The charter school is located on a federally recognized California Indian reservation or rancheria.

(II) The charter school is operated by a nonprofit public benefit corporation that was formed on or before May 31, 2002, and is currently operated by a federally recognized California Indian tribe.

(ii) This subparagraph does not allow a chartering authority to delay or obstruct access to records otherwise required under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

(3) Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code.

(4) (A) The Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code).

(B) For purposes of Section 87300 of the Government Code, a charter school and an entity managing a charter school shall be considered an agency and is the most decentralized level for purposes of adopting a conflict-of-interest code.

(c) (1) (A) The governing body of one charter school shall meet within the physical boundaries of the county in which the charter school is located.

(B) A two-way teleconference location shall be established at each schoolsite.

(2) (A) The governing body of one nonclassroom-based charter school that does not have a facility or operates one or more resource centers shall meet within the physical boundaries of the county in which the greatest number of pupils who are enrolled in that charter school reside.

(B) A two-way teleconference location shall be established at each resource center.

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

(5) This subdivision does not limit the authority of the governing body of a charter school and an entity managing a charter school to meet outside the boundaries described in this subdivision if authorized by Section 54954 of the Government Code, and the meeting place complies with Section 54961 of the Government Code.

(d) Notwithstanding Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, an employee of a charter school shall not be disqualified from serving as a member of the governing body of the charter school because of that employee's employment status. A member of the governing body of a charter school who is also an employee of the charter school shall abstain from voting on, or influencing or attempting to influence another member of the governing body regarding, all matters uniquely affecting that member's employment.

(e) To the extent a governing body of a charter school or an entity managing a charter school engages in activities that are unrelated to a charter school, Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code, the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code), the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code) shall not apply with regard to those unrelated activities unless otherwise required by law.

(f) A meeting of the governing body of a charter school to discuss items related to the operation of the charter school shall not include the discussion of any item regarding an activity of the governing body that is unrelated to the operation of the charter school.

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EVIDENCE OF COVERAGE BOUND

THE EVIDENCE OF COVERAGE BOUND BELOW HAVE BEEN ISSUED TO THE NAMED MEMBER LISTED HEREIN FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY AGREEMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS DECLARATION OF COVERAGE AND LIMITS MAY PERTAIN. THE COVERAGE AFFORDED UNDER THE COVERAGE AREAS LISTED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS, AND EXCLUSIONS ESTABLISHED IN THE MEMORANDUM OF COVERAGE AND/OR APPLICABLE POLICIES. LIMITS SHOWN MAY BE OR HAVE BEEN REDUCED BY PAID CLAIMS FOR THE COVERAGE PERIOD INDICATED.

Effective Date: July 1, 2019 12:01 AM - July 1, 2020 12:01 AM

Named Member:

Inspire Charter Schools, DBA Hope Charter Academy
1740 Huntington Drive, Suite 205
Duarte, CA 91010

Coverage Provided by (CP):

Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

Core Liability Program

Coverage Limits: \$30,000,000 Per Member Aggregate

The Core Liability Program breaks down as follows:

CP	COVERAGES	SCHEDULE OF LIMITS
A,V, L	<p><u>Directors & Officers, Employment Practices, and Fiduciary Liability *</u></p> <p>Directors & Officers Liability (D&O) Deductible: \$100,000 per claim Continuity Date: 03/06/2015</p> <p>Employment Practices Liability (EPL) Deductible: \$100,000 per claim Continuity Date: 03/06/2015</p> <p>Fiduciary Liability Deductible: \$0 Continuity Date: 03/06/2015</p>	<p>\$2,000,000 per claim/aggregate</p> <p>\$2,000,000 per claim/aggregate</p> <p>\$1,000,000 per claim/aggregate</p>
A,H	<p><u>General Liability</u></p> <p>Deductible: \$500 per occurrence for losses arising out of participation in <i>High Risk Activities</i>**</p> <p>General Liability includes Damage to Premises Rented, Products-Completed Operations, and Personal and Advertising Injury</p> <p>Premises Medical Payment Sublimit</p> <p><u>Employee Benefits Liability</u></p> <p><u>Educator's Legal Liability</u></p> <p>Deductible: \$2,500 per occurrence</p> <p>IEP (Individualized Educational Program) Defense Sublimit Deductible: \$7,500 per occurrence</p> <p><u>Sexual Abuse Liability</u></p> <p><u>Law Enforcement Activities Liability</u></p>	<p>\$2,000,000 per occurrence</p> <p>\$10,000 per person sublimit \$50,000 per occurrence sublimit</p> <p>\$2,000,000 per occurrence</p> <p>\$2,000,000 per occurrence</p> <p>\$50,000 per occurrence/aggregate sublimit</p> <p>\$2,000,000 per occurrence</p> <p>\$2,000,000 per occurrence</p>

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	<p><u>Automobile</u> Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos</p> <p>Auto Liability Uninsured/Underinsured Sublimit Automobile Medical Payment Sublimit</p> <p>Auto Physical Damage Deductible: \$500 per occurrence for Hired auto Physical Damage</p>	<p>\$2,000,000 per occurrence</p> <p>\$1,000,000 per occurrence sublimit</p> <p>\$10,000 per person sublimit \$50,000 per occurrence sublimit</p> <p>\$1,000,000 per occurrence</p>
B,C, H,R, W	<p><u>Excess Reinsurance</u> Applies to the following coverage areas:</p> <ul style="list-style-type: none"> General Liability, <u>excluding</u> Damage to Premises Rented Employee Benefits Liability Educator's Legal Liability, <u>excluding</u> IEP Defense sublimit Sexual Abuse Liability*** Law Enforcement Activities Liability Automobile Liability, <u>excluding</u> Auto Physical Damage D&O and EPL <u>excluding</u> Fiduciary Liability 	<p>\$28,000,000 per occurrence/claim based on underlying coverage</p> <p>\$28,000,000 aggregate</p> <p>Note: Coverage over the underlying \$2,000,000 to make a total of \$30,000,000</p>

*****New Requirement:** Sexual Abuse Prevention Training by CharterSAFE & Child Abuse Mandated Report Training for all employees is **REQUIRED** to be completed within 90 days of CCS JPA implementation of the training to maintain the full \$30,000,000 limit for sexual abuse liability. If training is not completed within the 90 days, the maximum sexual abuse liability limit is \$10,000,000 per occurrence and aggregate.

Crime		
A	<p><u>Crime</u> Monies and Securities Deductible: \$500 per occurrence</p> <p>Computer & Funds Transfer Fraud Deductible: \$500 per occurrence</p> <p>Forgery or Alteration Deductible: \$500 per occurrence</p> <p>Employee Dishonesty Deductible: Varies*</p>	<p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p> <p>\$1,000,000 per occurrence</p>
<p>*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.</p>		

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Property		
A,F, G,I, K,O, V,X, Y	<p><u>Property</u></p> <p>Valuation: Replacement Cost</p> <p>Total Insured Value: (Building Value + Content Value + EDP)</p> <p>Deductible: \$1,000 per occurrence*</p> <p>Building (including tenant improvements and betterments)</p> <p>Personal Property - Contents & Electronic Data Processing</p> <p>Builder's Risk - As scheduled with CharterSAFE for projects over \$200,000</p> <p>Boiler and Machinery / Equipment Breakdown</p> <p>Business Interruption - \$10,000,000</p> <p>Extra Expense - \$10,000,000</p>	<p>As scheduled with CharterSAFE subject to the maximum limit of \$150,000,000 per occurrence.</p> <p>See "Exposures & Locations" section</p>
<p>*WATER DAMAGE Deductible is subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims at the location of loss on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.</p>		

Student & Volunteer Accident		
A,S	<p><u>Student Accident and Volunteer Accident</u></p> <p>Deductible: \$500 per incident for losses arising out of participation in <i>High Risk Activities</i>**</p> <p>Student Accident</p> <p>Volunteer Accident</p>	<p>\$50,000 per incident</p> <p>\$25,000 per incident</p>

Additional Program Coverages		
A,M	<p><u>Pollution Liability and First Party Remediation</u></p> <p>Deductible: \$10,000 per occurrence</p>	<p>\$1,000,000 per pollution condition</p> <p>\$5,000,000 aggregate for all CharterSAFE members combined</p>
A,Q, P	<p><u>Terrorism Liability*</u></p>	<p>\$5,000,000 per occurrence/aggregate for all CharterSAFE members combined</p>
A,Q, P	<p><u>Terrorism Property</u></p> <p>Deductible: \$1,000 per occurrence</p> <p>Total insured Value (Building Value + Content Value + EDP)</p>	<p>As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence.</p> <p>See "Exposures & Locations" section</p>
A,N	<p><u>Cyber Liability*</u></p> <p>Deductible: \$2,500 per claim</p>	<p>\$1,000,000 per claim</p> <p>\$5,000,000 aggregate for all CharterSAFE members combined</p>

CharterSAFE

Workers' Compensation

A,U	<u>Workers' Compensation</u> Workers' Compensation Workers' Compensation rate: \$0.908 per \$100 of payroll Employer's Liability	Statutory \$5,000,000 per accident \$5,000,000 per disease per employee \$5,000,000 per disease policy limit
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* Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported during the Period of Coverage.

** A list of High Risk Activities is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-394-6547) from CharterSAFE's Risk Management Team.

The Evidence of Coverage Bound is issued as a matter of information only to Named Members for their internal use and confers no rights upon any viewer of this Evidence of Coverage Bound other than those provided for in the Memorandum of Coverage and/or applicable policies. This Evidence of Coverage Bound does not amend, extend, or alter the coverage described within the Memorandum of Coverage and/or applicable policies and may only be copied, printed, used, and viewed by the Named Member. Any other use, duplication, or distribution of this Evidence of Coverage Bound without the prior written consent of CharterSAFE is prohibited.



MONARCH RIVER ACADEMY

1781 East Fir Avenue #102, Fresno, California 93720

Phone (559)754-1442 * Fax (559) 335-4089

Regular Scheduled Board Meeting -Monarch River Academy

October 24, 2019 - 5:15 pm

1781 E. Fir Ave. #102, Fresno, CA 93720

Attendance: Craig Wheaton, Sam Nofzinger, Sarah Sanchez, Monique Owinga

Absent: Elizabeth Grabowski

Also Present: Steph Johnson, Dr. Laurie Goodman, Mariah Jordan, and Kimmi Buzzard, and Dr. Rob Hudson

Call to Order:

Craig Wheaton called the meeting to order at 5:17 pm.

Flag Salute:

Nothing to report

Public Comments:

None

Approval of the Agenda:

Sarah Sanchez motioned to approve to Agenda. Sam Nofzinger seconded.

-Unanimous.

Principals Report:

The board received an update from the Principal on the following:

- Enrollment – the current enrollment is 894 students.

Discussion and Potential Action on the Acceptance of Resignation:

Sarah Sanchez motioned to approve the Acceptance of Resignation of Elizabeth Grabowski. Sam Nofzinger seconded.

-Unanimous

Discussion and Potential Action on the Nomination and Appointment of Board Members:

The following process was discussed for the appointment of new board members: The board would like for the Principal to bring 1-3 candidates to the November Board Meeting and provide resumes to the board for review in advance (at least 1 week). The board would like to replace Liz with a parent. Post the vacancy on social media, website, Fresno Bee, etc. Post an accurate description of a board member and ensure that they understand the full commitment.

Sarah Sanchez motioned to approve the process for the Nomination and Appointment of Board Members. Monique Owinga seconded.

-Unanimous

Discussion and Potential Action on the Board Meeting Minutes:

Sam Nofzinger motioned to approve the Board Meeting Minutes. Sarah Sanchez seconded.

-Unanimous

Discussion and Potential Action on the August - September Financials:

Sam Nofzinger motioned to approve the August - September Financials. Sarah Sanchez seconded.

-Unanimous

Discussion and Potential Action on Bank Account Check Signers:

Sam Nofzinger motioned to table this item until next board meeting to add a second signee and dual signatures. Sarah Sanchez seconded.

-Unanimous

Discussion and Potential Action on the Staff Handbook:

Sarah Sanchez motioned to approve the Staff Handbook. Monique Owinga seconded.

-Unanimous

Discussion and Potential Action on the MOU with outside Charter Schools:

Sarah Sanchez motioned to approve the MOU with outside Charter Schools with additional information to be brought back to the board at the next board meeting, and with the provision that the MOU will be reviewed to ensure that any updates that need to be made can be made and brought back to the board for an update and approval. Sam Nofzinger seconded.

-Unanimous

Discussion and Potential Action on the Residency Policy:

Sam Nofzinger motioned to approve the Residency Policy. Sarah Sanchez seconded.

-Unanimous

Discussion and Potential Action on the 9th Grade Math Placement Policy:

Sarah Sanchez motioned to approve the 9th Grade Math Placement Policy. Monique Owinga seconded.

-Unanimous

Discussion and Potential Action on the Title IX Policy:

Sarah Sanchez motioned to approve the Title IX Policy. Sam Nofzinger seconded.

-Unanimous

Discussion and Potential Action on the Extended School Year Dates:

Sarah Sanchez motioned to approve the Extended School Year Dates. Sam Nofzinger seconded.
-Unanimous

Discussion and Potential Action on the Independent Study Policy:

Sarah Sanchez motioned to approve the Independent Study Policy. Monique Owinga seconded.
-Unanimous

Discussion and Potential Action on the Board Resolution Approve the Testing LEA Representative:

Monique Owinga motioned to approve the Board Resolution Approve the Testing LEA Representative.
Sam Nofzinger seconded.
-Unanimous

Discussion and Potential Action on the Vendor Agreement:

Sam Nofzinger motioned to approve the Vendor Agreement. Sarah Sanchez seconded.
-Unanimous

Discussion and Potential Action on the Comprehensive School Safety Plan:

Sarah Sanchez motioned to approve the Comprehensive School Safety Plan. Monique Owinga seconded.
-Unanimous

Discussion and Potential Action on the EL Plan:

Sarah Sanchez motioned to approve the EL Plan. Monique Owinga seconded.
-Unanimous

Discussion and Potential Action on the Conflict of Interest Code:

Sarah Sanchez motioned to approve the Conflict of Interest Code. Sam Nofzinger seconded.
-Unanimous

Board of Directors Requests:

The board of directors requested the following items to be addressed at future board meetings:

- A presentation of clarification of structure of schools, and the management agreement.
- Follow-up about the number of checks signers
- A description of the services provided by the Service Agreement with the Inspire District Office.
- An organizational chart
- Recommendations for legal and agreements

Closed Session

Dr. Craig Wheaton motioned to enter closed session at 6:18 pm. Sam Nofzinger seconded.

-Unanimous.

Sam Nofzinger motioned to exit closed session at 7:42 pm. Sarah Sanchez seconded.

-Unanimous.

The board took action in closed session. Sarah Sanchez motioned to appoint Dr. Laurie Goodman as Principal of Yosemite Valley Charter School. Monique Owinga seconded.

-Unanimous

Adjournment

Sam Nofzinger motioned to adjourn the meeting at 8:05 pm. Sarah Sanchez seconded.

-Unanimous

Prepared by:
Bryanna Brossman

Noted by:

Monarch River Academy

Monthly Financial Presentation – October 2019

1st Interim Report

MONARCH RIVER - Highlights

- Annual projected revenue decreased from September to October by 147k due to ADA adjustment.
- Year-to-date overall expenses are under budget due to lower student count.
- Current Pupil:Teacher Ratio is close to the 25:1 threshold and 40/80 spending is met.

Cert.	Instr.
44.1%	84.3%
343,366	363,730

Pupil:Teacher Ratio
25.06 :1

- Ending annual surplus through year end is forecasted as positive at \$528k

MONARCH RIVER - Revenue



- Original budgeted total revenue was based on 1067 ADA.
- Current forecasted to revenue is based on 877 ADA.
- Projections are based on actual UPP of 29.69%.
- Main YTD variance due to timing of revenue payments.

Revenue

Year-to-Date		
Actual	Budget	Fav/(Unf)
\$ 4,493,468	\$ 3,486,673	\$ 1,006,795
-	37,724	(37,724)
-	171,571	(171,571)
1	-	1
<u>\$ 4,493,469</u>	<u>\$ 3,695,967</u>	<u>\$ 797,501</u>

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 7,782,833	\$ 9,505,986	\$ (1,723,153)
91,218	110,952	(19,734)
596,428	722,257	(125,829)
1	-	1
\$ 8,470,480	\$ 10,339,196	\$ (1,868,716)

MONARCH RIVER - Expenses



- Overall expenses are favorable year-to-date
- Salary forecasted based on payroll through 10/31 and staff location correction.

Expenses

<i>Year-to-Date</i>		
Actual	Budget	Fav/(Unf)
Certificated Salaries	\$ 876,372	\$ 1,060,383
Classified Salaries	11,960	-
Benefits	245,350	334,607
Books and Supplies	333,183	334,198
Subagreement Services	579,181	821,869
Operations	7,334	18,045
Facilities	-	13,083
Professional Services	166,348	328,802
Depreciation	-	-
Interest	60,762	-
Total Expenses	\$ 2,280,490	\$ 2,910,988

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 2,713,755	\$ 3,181,150	\$ 467,395
44,396	-	(44,396)
810,553	1,013,425	202,871
1,045,838	1,461,139	415,301
2,272,665	2,952,687	680,023
41,804	78,392	36,589
-	39,249	39,249
846,937	1,067,330	220,392
-	-	-
166,103	120,400	(45,703)
\$ 7,942,051	\$ 9,913,772	\$ 1,971,722

MONARCH RIVER- Fund Balance

- From September to October forecasted surplus increased by \$64k due to a decrease in both personnel and operating costs.
- Ending fund balance meets State requirements.

Total Surplus(Deficit)

Beginning Fund Balance

Ending Fund Balance

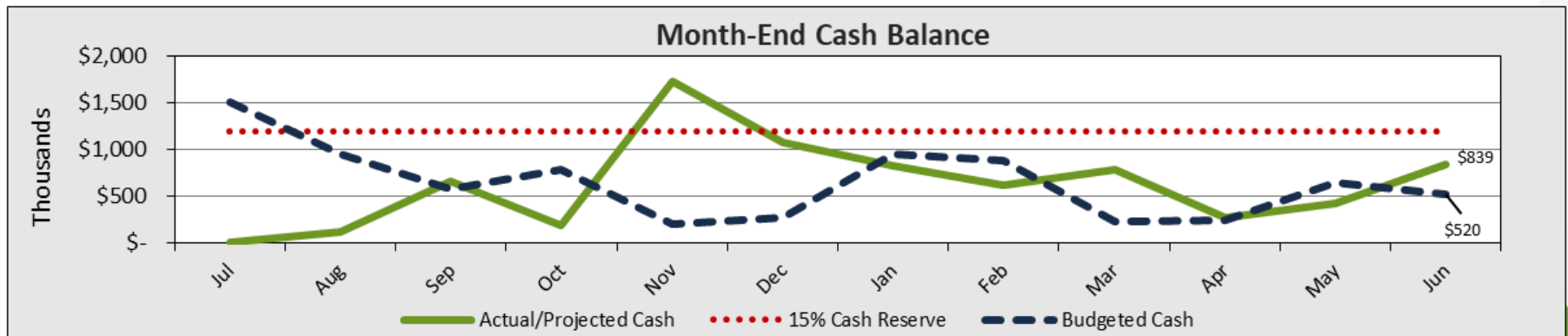
As a % of Annual Expenses

Year-to-Date		
Actual	Budget	Fav/(Unf)
\$ 2,212,979	\$ 784,979	\$ 1,427,999
-	-	
<u>\$ 2,212,979</u>	<u>\$ 784,979</u>	
27.9%	7.9%	

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 528,429	\$ 425,424	\$ 103,005
-	-	
<u>\$ 528,429</u>	<u>\$ 425,424</u>	
6.7%	4.3%	

MONARCH RIVER - Cash Balance

- Due to timing of State funding, factoring will continue to be necessary to meet cash needs.



MONARCH RIVER - Compliance Reporting



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required
FINANCE	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.	Monarch River	No	Yes
DATA TEAM	Nov-01	Local Indicators - Schools must submit results regarding their Local Indicators to the California School Dashboard. For each applicable local indicator, LEAs assign one of three performance levels: Met, Not Met, Not Met for Two or More Years. LEAs make the determination for each applicable local indicator by using self-reflection tools to measure and report their progress through the Dashboard. "	Monarch River	No	No
DATA TEAM	Nov-01	Kindergarten Immunization Assessment - To review and submit required vaccine doses and report on permanent medical exemptions.	Monarch River	No	No
FINANCE	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.	Monarch River	Yes	No
FINANCE	Nov-25	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	Yes	Yes
FINANCE	Dec-02	Nonclassroom-Based Funding Determination - Ed Code Sec 47612.5 prohibits charter schools from receiving any funding for nonclassroom-based instruction unless the State Board of Education (SBE) determines its eligibility for funding. Newly operational charter schools must file a funding determination request in its first FY on or before December 1. Requests filed after December 1 will be not be accepted by the CDE and the charter school's authorizer will need to request a waiver of the deadline from the SBE.	Charter Impact	No	Yes
FINANCE	Dec-16	Annual Audit Review and Board Approval - Charter Schools are required to submit an independent audit report to the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by December 15 of each year.	Monarch River with Charter Impact support	Yes	No
DATA TEAM	Dec-20	CALPADS - Fall 1 Certification deadline - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 1 data within CALPADS, which can impact a number of things, including LCFF funding, reclassified fluent-English proficient (RFEP) counts/rates, and A-G graduate counts.	Charter Impact submits with data provided by Monarch River	No	No

MOARCH RIVER - Appendix

- Monthly Cash Flow / Forecast 19-20
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- AP Aging

Monarch River Academy

Monthly Cash Flow/Forecast FY19-20

Revised 11/18/19

ADA = 877.10



	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	Annual Budget	Favorable / (Unfav.)
Revenues																
State Aid - Revenue Limit															ADA 1066.85	
8011 LCFF State Aid	-	-	-	4,439,668	-	-	1,072,756	-	395,169	395,169	395,169	395,169	395,169	7,488,268	9,169,545	(1,681,277)
8012 Education Protection Account	-	-	-	53,800	-	-	53,800	-	-	23,965	-	-	43,855	175,420	213,370	(37,950)
8096 In Lieu of Property Taxes	-	-	-	-	56,691	9,551	9,551	14,451	7,225	7,225	7,225	7,225	-	119,145	123,072	(3,927)
	-	-	-	4,493,468	56,691	9,551	1,136,107	14,451	402,394	426,359	402,394	402,394	439,024	7,782,833	9,505,986	(1,723,153)
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	18,244	18,244	18,244	18,244	18,244	0	91,218	110,952	(19,734)
	-	-	-	-	-	-	-	18,244	18,244	18,244	18,244	18,244	0	91,218	110,952	(19,734)
Other State Revenue																
8311 State Special Education	-	-	-	-	-	-	-	82,974	82,974	82,974	82,974	82,974	0	414,868	504,620	(89,752)
8560 State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	181,560	181,560	217,637	(36,078)
	-	-	-	-	-	-	-	82,974	82,974	82,974	82,974	82,974	181,560	596,428	722,257	(125,829)
Other Local Revenue																
8660 Interest Revenue	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	1
	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	1
Total Revenue	-	-	-	4,493,469	56,691	9,551	1,136,107	115,668	503,611	527,576	503,611	503,611	620,583	8,470,480	10,339,196	(1,868,716)
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	121,783	183,007	177,711	175,737	129,331	166,570	166,570	166,570	166,570	166,570	166,570	166,570	-	1,953,559	2,746,500	792,941
1175 Teachers' Extra Duty/Stipends	5,958	15,131	29,331	25,802	23,548	24,986	24,986	24,986	24,986	24,986	24,986	24,986	-	274,669	274,650	(19)
1200 Pupil Support Salaries	1,875	9,601	7,726	7,726	7,726	7,726	7,726	7,726	7,726	7,726	7,726	7,726	-	88,733	35,000	(53,733)
1300 Administrators' Salaries	27,208	27,775	33,344	26,658	54,367	32,492	32,492	32,492	32,492	32,492	32,492	32,492	-	396,794	125,000	(271,794)
	156,824	235,514	248,111	235,923	214,971	231,773	231,773	231,773	231,773	231,773	231,773	231,773	-	2,713,755	3,181,150	467,395
Classified Salaries																
2100 Instructional Salaries	-	4,001	3,905	4,054	4,054	4,054	4,054	4,054	4,054	4,054	4,054	4,054	-	44,396	-	(44,396)
	-	4,001	3,905	4,054	4,054	4,054	4,054	4,054	4,054	4,054	4,054	4,054	-	44,396	-	(44,396)
Benefits																
3101 STRS	26,561	39,808	41,542	39,915	34,641	40,619	40,619	40,619	40,619	40,619	40,619	40,619	-	466,803	531,252	64,449
3301 OASDI	-	248	242	251	275	275	275	275	275	275	275	275	-	2,945	-	(2,945)
3311 Medicare	2,179	3,376	3,495	3,329	3,030	3,508	3,508	3,508	3,508	3,508	3,508	3,508	-	39,968	46,127	6,159
3401 Health and Welfare	(6,686)	29,163	19,611	23,171	22,517	21,500	21,500	21,500	21,500	21,500	21,500	21,500	-	238,275	367,500	129,225
3501 State Unemployment	5,109	4,135	1,174	567	756	1,054	5,268	4,214	2,107	1,054	1,054	1,054	-	27,543	24,010	(3,533)
3901 Other Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	27,162	80,810	68,104	69,274	64,365	70,344	74,558	73,505	71,398	70,344	70,344	70,344	-	810,553	1,013,425	202,871
Books and Supplies																
4302 School Supplies	61,889	71,927	93,699	90,905	62,607	62,607	62,607	62,607	62,607	62,607	62,607	62,607	-	819,273	1,003,069	183,797
4305 Software	5,455	1,418	4,435	1,830	9,977	9,977	9,977	9,977	9,977	9,977	9,977	9,977	-	92,953	291,250	198,297
4310 Office Expense	-	1,614	257	236	1,535	1,535	1,535	1,535	1,535	1,535	1,535	1,535	-	14,387	22,404	8,017
4311 Business Meals	-	-	-	(481)	333	333	333	333	333	333	333	333	-	2,186	1,120	(1,066)
4400 Noncapitalized Equipment	-	-	-	-	14,630	14,630	14,630	14,630	14,630	14,630	14,630	14,630	-	117,039	143,296	26,257
	67,343	74,959	98,391	92,490	89,082	89,082	89,082	89,082	89,082	89,082	89,082	89,082	-	1,045,838	1,461,139	415,301
Subagreement Services																
5102 Special Education	-	1,237	14,833	9,912	22,658	22,658	22,658	22,658	22,658	22,658	22,658	22,658	-	207,249	330,724	123,474
5106 Other Educational Consultants	10,121	74,059	44,593	92,637	118,622	118,622	118,622	118,622	118,622	118,622	118,622	118,622	-	1,170,390	1,432,956	262,567
5107 Instructional Services	-	-	248,841	82,947	74,585	69,807	69,807	69,807	69,807	69,807	69,807	69,807	-	895,026	1,189,008	293,982
	10,121	75,295	308,268	185,496	215,866	211,088	211,088	211,088	211,088	211,088	211,088	211,088	-	2,272,665	2,952,687	680,023
Operations and Housekeeping																
5201 Auto and Travel	-	133	979	877	-	-	3,693	3,693	3,693	3,693	-	-	-	16,759	17,966	1,207
5300 Dues & Memberships	-	-	160	-	462	462	462	462	462	462	462	462	-	3,856	6,742	2,887
5400 Insurance	-	2,592	1,296	1,296	2,001	2,001	2,001	2,001	2,001	2,001	2,001	2,001	-	21,189	29,200	8,011
	-	2,725	2,435	2,173	2,462	2,462	6,155	6,155	6,155	6,155	2,462	2,462	-	41,804	78,392	36,589

Monarch River Academy

Monthly Cash Flow/Forecast FY19-20

Revised 11/18/19

ADA = 877.10



Facilities, Repairs and Other Leases

5601 Rent
5602 Additional Rent

Professional/Consulting Services

5801 IT
5803 Legal
5804 Professional Development
5805 General Consulting
5806 Special Activities/Field Trips
5807 Bank Charges
5808 Printing
5809 Other taxes and fees
5811 Management Fee
5812 District Oversight Fee
5814 SPED Encroachment
5815 Public Relations/Recruitment

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
Accounts Payable
Accrued Expenses
Cash flows from financing activities
Proceeds from Factoring
Payments on Factoring

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	Annual Budget	Favorable / (Unfav.)
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,691	33,691
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,067	1,067
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	39,249	39,249
	-	-	663	-	-	-	-	-	-	-	-	-	-	663	-	(663)
	3,101	2,451	3,500	2,232	1,539	1,539	1,539	1,539	1,539	1,539	1,539	1,539	-	23,592	22,457	(1,135)
	55	-	-	-	1,865	1,865	1,865	1,865	1,865	1,865	1,865	1,865	-	14,973	22,681	7,709
	750	750	-	750	1,316	1,316	1,316	1,316	1,316	1,316	1,316	1,316	-	12,775	16,003	3,228
	12,930	14,067	12,837	10,763	22,935	22,935	22,935	22,935	22,935	22,935	22,935	22,935	-	234,078	286,591	52,513
	-	-	352	148	74	74	74	74	74	74	74	74	-	1,089	896	(193)
	-	-	-	-	111	111	111	111	111	111	111	111	-	884	1,344	460
	-	-	-	21	439	439	439	439	439	439	439	439	-	3,529	5,334	1,805
	-	-	75,734	25,245	22,700	21,246	21,246	21,246	21,246	21,246	21,246	21,246	-	272,399	361,872	89,473
	-	-	-	-	1,701	287	34,083	434	12,072	12,791	12,072	12,072	147,975	233,485	285,180	51,695
	-	-	-	-	-	-	-	8,097	8,097	8,097	8,097	8,097	0	40,487	49,246	8,759
	-	-	-	-	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,123	-	8,983	8,983	(0)
	16,837	17,268	93,086	39,158	53,800	50,932	84,729	59,176	70,815	71,534	70,815	70,815	147,975	846,937	1,067,330	220,392
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	60,762	-	28,535	-	9,958	9,958	9,958	-	19,688	27,243	-	166,103	120,400	(45,703)
	-	-	60,762	-	28,535	-	9,958	9,958	9,958	-	19,688	27,243	-	166,103	120,400	(45,703)
	278,288	490,571	883,062	628,569	673,137	659,736	711,398	684,792	694,323	684,031	699,307	706,862	147,975	7,942,051	9,913,772	1,971,722
	(278,288)	(490,571)	(883,062)	3,864,900	(616,446)	(650,185)	424,709	(569,124)	(190,712)	(156,454)	(195,695)	(203,250)	472,609	528,429	425,424	103,005
	(278,288)	(490,571)	(883,062)	3,864,900	(616,446)	(650,185)	424,709	(569,124)	(190,712)	(156,454)	(195,695)	(203,250)	472,609	528,429	425,424	103,005
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	(620,583)	(620,583)	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	155,962	564,234	(2,332,360)	(508,849)	1,124,558	-	-	-	-	-	-	-	-	(996,455)	-	-
	-	(6,673)	-	(16,415)	-	-	-	-	-	-	-	-	-	(23,088)	-	-
	3,681	27,150	29,795	(19,941)	-	-	-	-	-	-	-	-	147,975	188,659	-	-
	123,645	18,521	(50,129)	(6,346)	-	-	-	-	-	-	-	-	-	85,691	-	-
	-	-	3,773,700	-	1,019,118	-	355,652	355,652	355,652	-	703,136	972,954	-	7,535,864	-	-
	-	-	-	(3,773,700)	-	-	(1,019,118)	-	-	(355,652)	(355,652)	(355,652)	-	(5,859,774)	-	-
	5,000	112,662	537,943	(460,352)	1,527,230	(650,185)	(238,757)	(213,472)	164,940	(512,106)	151,788	414,052				
	-	5,000	117,662	655,605	195,253	1,722,483	1,072,298	833,541	620,069	785,008	272,902	424,691				
	5,000	117,662	655,605	195,253	1,722,483	1,072,298	833,541	620,069	785,008	272,902	424,691	838,743				

Cert.	Instr.
44.1%	84.3%
343,366	363,730

Pupil:Teacher Ratio
25.06 :1

Monarch River Academy

Budget vs Actual

For the period ended October 31, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	\$ 4,439,668	\$ 3,391,486	\$ 1,048,182	\$ 4,439,668	\$ 3,391,486	\$ 1,048,182	\$ 9,169,545
Education Protection Account	53,800	-	53,800	53,800	53,343	458	213,370
In Lieu of Property Taxes	-	9,846	(9,846)	-	41,844	(41,844)	123,072
Total State Aid - Revenue Limit	4,493,468	3,401,332	1,092,136	4,493,468	3,486,673	1,006,795	9,505,986
Federal Revenue							
Federal Special Education - IDEA	-	8,876	(8,876)	-	37,724	(37,724)	110,952
Total Federal Revenue	-	8,876	(8,876)	-	37,724	(37,724)	110,952
Other State Revenue							
State Special Education - AB602	-	40,370	(40,370)	-	171,571	(171,571)	504,620
State - State Lottery	-	-	-	-	-	-	217,637
Total Other State Revenue	-	40,370	(40,370)	-	171,571	(171,571)	722,257
Other Local Revenue							
Interest Revenue	1	-	1	1	-	1	-
Total Other Local Revenue	1	-	1	1	-	1	-
Total Revenue	\$ 4,493,469	\$ 3,450,577	\$ 1,042,891	\$ 4,493,469	\$ 3,695,967	\$ 797,501	\$ 10,339,196
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	\$ 175,737	\$ 228,875	\$ 53,138	\$ 658,237	\$ 915,500	\$ 257,263	\$ 2,746,500
Certificated Teachers' Extra Duties/Stipends	25,802	22,888	(2,914)	76,222	91,550	15,328	274,650
Certificated Pupil Support Salaries	7,726	2,917	(4,809)	26,927	11,667	(15,261)	35,000
Certificated Supervisors' and Administrators' Salaries	26,658	10,417	(16,242)	114,986	41,667	(73,319)	125,000
Total Certificated Salaries	235,923	265,096	29,173	876,372	1,060,383	184,011	3,181,150
Classified Salaries							
Classified Instructional Salaries	4,054	-	(4,054)	11,960	-	(11,960)	-
Total Classified Salaries	4,054	-	(4,054)	11,960	-	(11,960)	-
Benefits							
State Teachers' Retirement System, certificated positions	39,915	44,271	4,356	147,826	177,084	29,258	531,252
OASDI/Medicare/Alternative, certificated positions	251	-	(251)	742	-	(742)	-
Medicare certificated positions	3,329	3,844	515	12,379	15,376	2,997	46,127
Health and Welfare Benefits, certificated positions	23,171	30,625	7,454	65,258	122,500	57,242	367,500
State Unemployment Insurance, certificated positions	567	1,201	633	10,985	4,802	(6,183)	24,010
Workers' Compensation Insurance, certificated positions	2,040	3,711	1,671	8,161	14,845	6,685	44,536
Total Benefits	69,274	83,652	14,378	245,350	334,607	89,257	1,013,425
Books & Supplies							
School Supplies	90,905	70,215	(20,690)	318,419	200,614	(117,805)	1,003,069
Software	1,830	24,271	22,441	13,137	97,083	83,946	291,250
Office Expense	236	1,867	1,631	2,108	7,468	5,360	22,404
Business Meals	(481)	93	574	(481)	373	854	1,120
Noncapitalized Equipment	-	10,031	10,031	-	28,659	28,659	143,296
Total Books & Supplies	92,490	106,477	13,987	333,183	334,198	1,014	1,461,139
Subagreement Services							
Special Education	9,912	27,560	17,648	25,982	110,241	84,259	330,723
Transportation	-	-	-	-	-	-	-

Monarch River Academy

Budget vs Actual

For the period ended October 31, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Other Educational Consultants	92,637	100,307	7,670	221,410	286,591	65,181	1,432,956
Instructional Services	82,947	396,816	313,869	331,788	425,036	93,248	1,189,008
Total Subagreement Services	185,496	524,684	339,187	579,181	821,869	242,688	2,952,687
Operations & Housekeeping							
Auto and Travel Expense	877	-	(877)	1,989	-	(1,989)	17,966
Dues & Memberships	-	562	562	160	2,247	2,087	6,742
Insurance	1,296	2,433	1,137	5,185	9,733	4,548	29,200
Utilities	-	131	131	-	523	523	1,568
Janitorial/Trash Removal	-	37	37	-	149	149	448
Communications	-	562	562	-	2,247	2,247	6,742
Postage and Shipping	-	1,573	1,573	-	3,145	3,145	15,725
Total Operations & Housekeeping	2,173	5,298	3,125	7,334	18,045	10,712	78,392
Facilities, Repairs & Other Leases							
Rent	-	2,808	2,808	-	11,230	11,230	33,691
Additional Rent	-	89	89	-	356	356	1,067
Repairs and Maintenance	-	374	374	-	1,497	1,497	4,491
Total Facilities, Repairs & Other Leases		3,271	3,271	-	13,083	13,083	39,249
Professional/Consulting Services							
IT	-	-	-	663	-	(663)	-
Audit and Tax	-	2,248	2,248	-	2,248	2,248	6,743
Legal	2,232	1,871	(360)	11,284	7,486	(3,798)	22,457
Professional Development	-	2,268	2,268	55	4,536	4,481	22,681
General Consulting	750	1,600	850	2,250	3,201	951	16,003
Special Activities	10,763	20,061	9,298	50,597	57,318	6,721	286,591
Bank Charges	148	90	(58)	500	179	(321)	896
Printing	-	134	134	-	269	269	1,344
Other Taxes and Fees	21	533	513	21	1,067	1,046	5,334
Management Fee	25,245	120,770	95,525	100,979	129,359	28,380	361,872
District Oversight Fee	-	102,040	102,040	-	104,600	104,600	285,180
SELPA Fees	-	3,940	3,940	-	16,744	16,744	49,246
Public Relations	-	898	898	-	1,797	1,797	8,983
Total Professional/Consulting Services	39,158	256,454	217,296	166,348	328,802	162,454	1,067,330
Interest							
Interest Expense	-	-	-	60,762	-	(60,762)	120,400
Total Interest	-	-	-	60,762	-	(60,762)	120,400
Total Expenses	\$ 628,569	\$ 1,244,931	\$ 616,362	\$ 2,280,490	\$ 2,910,988	\$ 630,498	\$ 9,913,773
Change in Net Assets	3,864,900	2,205,647		2,212,979	784,980		425,424
Net Assets, Beginning of Period	(1,651,921)			-			
Net Assets, End of Period	<u>\$ 2,212,979</u>			<u>\$ 2,212,979</u>			

Monarch River Academy
Statement of Financial Position
October 31, 2019

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 195,253	\$ -	\$ 195,253	0%
Due to/from Related Parties	2,121,013	-	2,121,013	0%
Prepaid Expenses	23,088	-	23,088	0%
Total Current Assets	2,339,354	-	2,339,354	0%
Total Assets	<u>\$ 2,339,354</u>	<u>\$ -</u>	<u>\$ 2,339,354</u>	0%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 40,684	\$ -	\$ 40,684	0%
Accrued Liabilities	85,691	-	85,691	0%
Total Current Liabilities	126,375	-	126,375	0%
Total Liabilities	<u>126,375</u>	<u>-</u>	<u>126,375</u>	0%
Net Assets	<u>2,212,979</u>	<u>-</u>	<u>2,212,979</u>	0%
Total Liabilities & Net assets	<u>\$ 2,339,354</u>	<u>\$ -</u>	<u>\$ 2,339,354</u>	0%

Monarch River Academy

Statement of Cash Flows

For the period ended October 31, 2019

	Month Ended 10/31/2019	YTD Ended 10/31/2019
Cash Flow from Operating Activities		
Changes in Net Assets:	\$ 3,864,900	\$ 2,212,979
Decrease / (Increase) in Operating Assets:		
Grants, Contributions & Pledges Receivable	(3,773,700)	-
Due to/from Related Parties	(508,849)	(2,121,013)
Prepaid Expenses	(16,415)	(23,088)
(Decrease) / Increase in Operating Liabilities:		
Accounts Payable	(19,941)	40,684
Accrued Expenses	(6,346)	85,691
Total Cash Flow from Operating Activities	<u>(4,325,252)</u>	<u>(2,017,726)</u>
Change in Cash & Cash Equivalents	(460,352)	195,253
Cash & Cash Equivalents, Beginning of Period	655,605	-
Cash & Cash Equivalents, End of Period	<u>\$ 195,253</u>	<u>\$ 195,253</u>

Monarch River Academy

Accounts Payable Aging

October 31, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
All About Learning Press, Inc.	900995	10/2/2019	12/1/2019	\$ 204	\$ -	\$ -	\$ -	\$ -	\$ 204
Amy Spano	1	10/24/2019	11/23/2019	250	-	-	-	-	250
Amy Spano	2	10/24/2019	11/23/2019	1,050	-	-	-	-	1,050
Amy Spano	3	10/7/2019	11/6/2019	1,050	-	-	-	-	1,050
Amy Spano	4	10/8/2019	11/7/2019	1,115	-	-	-	-	1,115
Beautiful Feet Books, Inc.	11051	9/12/2019	11/11/2019	795	-	-	-	-	795
Beautiful Feet Books, Inc.	11054	9/12/2019	11/11/2019	613	-	-	-	-	613
Beautiful Feet Books, Inc.	11055	9/12/2019	11/11/2019	269	-	-	-	-	269
Beautiful Feet Books, Inc.	11092	9/17/2019	11/16/2019	306	-	-	-	-	306
Beautiful Feet Books, Inc.	11118	9/26/2019	11/25/2019	193	-	-	-	-	193
Bitsbox	2285	9/30/2019	11/29/2019	129	-	-	-	-	129
Bitsbox	2286	9/30/2019	11/29/2019	129	-	-	-	-	129
BookShark	30955028	7/9/2019	8/8/2019	-	-	-	225	-	225
BookShark	30956133	7/12/2019	8/11/2019	-	-	-	179	-	179
BookShark	30956183	7/12/2019	8/11/2019	-	-	-	553	-	553
BookShark	30956350	7/15/2019	8/14/2019	-	-	-	672	-	672
BookShark	30956580	7/15/2019	8/14/2019	-	-	-	175	-	175
BookShark	30956583	7/15/2019	8/14/2019	-	-	-	211	-	211
BookShark	30956623	7/15/2019	8/14/2019	-	-	-	381	-	381
BookShark	30960040	7/31/2019	8/30/2019	-	-	-	120	-	120
BookShark	30960140	7/31/2019	8/30/2019	-	-	-	702	-	702
BookShark	30974415	10/2/2019	12/1/2019	39	-	-	-	-	39
BookShark	30974419	10/2/2019	12/1/2019	219	-	-	-	-	219
BookShark	30975352	10/2/2019	12/1/2019	652	-	-	-	-	652
BookShark	30975378	10/2/2019	12/1/2019	518	-	-	-	-	518
BookShark	30975446	10/2/2019	12/1/2019	504	-	-	-	-	504
BookShark	30975983	10/9/2019	11/8/2019	348	-	-	-	-	348
BookShark	30975985	10/9/2019	11/8/2019	872	-	-	-	-	872
BookShark	30976169	10/4/2019	11/3/2019	146	-	-	-	-	146
BookShark	30976201	10/7/2019	11/6/2019	436	-	-	-	-	436
BookShark	30976203	10/7/2019	11/6/2019	259	-	-	-	-	259
BookShark	30976261	10/9/2019	11/8/2019	54	-	-	-	-	54
Break the Barriers, Inc.	11660	10/7/2019	11/6/2019	653	-	-	-	-	653
Brian Hammons Piano	286	10/8/2019	11/7/2019	420	-	-	-	-	420
C'est La Vie Arts	20	10/5/2019	11/4/2019	257	-	-	-	-	257
California Arts Academy	1456	8/19/2019	9/18/2019	-	-	300	-	-	300
California Arts Academy	1459	8/19/2019	9/18/2019	-	-	290	-	-	290
California Arts Academy	1460	10/5/2019	11/4/2019	150	-	-	-	-	150
California Arts Academy	1461	10/5/2019	11/4/2019	150	-	-	-	-	150
California Arts Academy	1465	8/26/2019	9/25/2019	-	-	295	-	-	295
California Arts Academy	1466	10/5/2019	11/4/2019	295	-	-	-	-	295
California Arts Academy	1467	8/28/2019	9/27/2019	-	-	268	-	-	268
California Arts Academy	1474	8/29/2019	9/28/2019	-	-	550	-	-	550
California Arts Academy	1475	10/7/2019	11/6/2019	295	-	-	-	-	295

Monarch River Academy

Accounts Payable Aging

October 31, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
California Arts Academy	1482	9/24/2019	10/24/2019	-	250	-	-	-	250
Circle T Ranch	600	10/8/2019	11/7/2019	900	-	-	-	-	900
Discovery of Learning, LLC	IMRAPO919-A	10/25/2019	11/24/2019	900	-	-	-	-	900
Educational Development Corporation	DIR4673120	10/9/2019	12/9/2019	67	-	-	-	-	67
Educational Development Corporation	DIR4815639	9/16/2019	11/16/2019	130	-	-	-	-	130
Educational Development Corporation	DIR4846291	9/19/2019	11/19/2019	203	-	-	-	-	203
Elemental Science	IN-1838	10/7/2019	11/6/2019	20	-	-	-	-	20
Elemental Science	IN-1850	10/8/2019	11/7/2019	23	-	-	-	-	23
Evan Akuna	1005	10/8/2019	11/7/2019	675	-	-	-	-	675
Explorer Field Trips	MRA100919	10/9/2019	11/8/2019	910	-	-	-	-	910
Fresno Fencing Academy	2282	10/7/2019	10/7/2019	-	105	-	-	-	105
Govinda Jones	42	10/4/2019	11/3/2019	390	-	-	-	-	390
Guido's Martial Arts Academy	Galacia101219	10/3/2019	11/2/2019	756	-	-	-	-	756
Guido's Martial Arts Academy	Ramos091119	10/6/2019	11/5/2019	450	-	-	-	-	450
Guido's Martial Arts Academy	SStrutt101219	10/7/2019	11/6/2019	567	-	-	-	-	567
Hamilton Piano Studio	1331	10/4/2019	11/4/2019	2,520	-	-	-	-	2,520
Hamilton Piano Studio	1332	10/7/2019	11/5/2019	1,680	-	-	-	-	1,680
Hanford Swim Club	40	10/5/2019	11/4/2019	195	-	-	-	-	195
Hanford Swim Club	41	10/5/2019	11/4/2019	195	-	-	-	-	195
Home Science Tools	954443A	10/8/2019	12/7/2019	58	-	-	-	-	58
Home Science Tools	954445A	10/8/2019	12/7/2019	216	-	-	-	-	216
Huckleberry Friend Productions	131	10/9/2019	11/8/2019	385	-	-	-	-	385
Imm3rse.in	10092019M	10/9/2019	11/8/2019	198	-	-	-	-	198
Institute for Excellence in Writing	626180	10/8/2019	11/7/2019	28	-	-	-	-	28
Jessica Nelson	1134	10/7/2019	11/6/2019	315	-	-	-	-	315
KiwiCo, Inc	ST-IJ2BERVY	10/3/2019	11/17/2019	221	-	-	-	-	221
Kristi Gilkey	Mackey - 3	10/5/2019	11/4/2019	450	-	-	-	-	450
LEGO Education	1190398279	9/20/2019	11/19/2019	194	-	-	-	-	194
Monique Ouwinga	OUWI093019	9/30/2019	9/30/2019	-	-	250	-	-	250
Moving Beyond the Page	207194	10/7/2019	11/6/2019	28	-	-	-	-	28
MoxieBox Art	5218	10/9/2019	11/8/2019	151	-	-	-	-	151
MoxieBox Art	5225	10/9/2019	11/8/2019	151	-	-	-	-	151
MoxieBox Art	5259	10/8/2019	11/7/2019	268	-	-	-	-	268
MoxieBox Art	5260	10/8/2019	11/7/2019	268	-	-	-	-	268
MoxieBox Art	5261	10/9/2019	11/8/2019	268	-	-	-	-	268
Neil Boyer	1019306	10/8/2019	11/8/2019	735	-	-	-	-	735
Neil Boyer	1019307	10/8/2019	11/8/2019	575	-	-	-	-	575
Rainbow Resource Center	2761031	9/12/2019	11/11/2019	71	-	-	-	-	71
Rainbow Resource Center	2761037	9/12/2019	11/11/2019	49	-	-	-	-	49
Rainbow Resource Center	2761039	9/12/2019	11/11/2019	90	-	-	-	-	90
Rainbow Resource Center	2761040	9/12/2019	11/11/2019	102	-	-	-	-	102
Rainbow Resource Center	2761045	9/12/2019	11/11/2019	49	-	-	-	-	49
Rainbow Resource Center	2762927	9/13/2019	11/12/2019	64	-	-	-	-	64
Rainbow Resource Center	2763894	9/16/2019	11/15/2019	95	-	-	-	-	95

Monarch River Academy

Accounts Payable Aging

October 31, 2019

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
Rainbow Resource Center	2766787	9/18/2019	11/17/2019	34	-	-	-	-	34
Rainbow Resource Center	2766788	9/18/2019	11/17/2019	54	-	-	-	-	54
Rainbow Resource Center	2766797	9/18/2019	11/17/2019	91	-	-	-	-	91
Rainbow Resource Center	2766800	9/18/2019	11/17/2019	52	-	-	-	-	52
Rainbow Resource Center	2768548	9/20/2019	11/19/2019	199	-	-	-	-	199
Rainbow Resource Center	2771952	9/25/2019	11/24/2019	29	-	-	-	-	29
Rainbow Resource Center	2771955	9/25/2019	11/24/2019	60	-	-	-	-	60
Rainbow Resource Center	2774721	9/30/2019	11/29/2019	184	-	-	-	-	184
Rainbow Resource Center	2776783	10/2/2019	12/1/2019	177	-	-	-	-	177
Rainbow Resource Center	2776785	10/2/2019	12/1/2019	36	-	-	-	-	36
Rainbow Resource Center	2777625	10/3/2019	12/2/2019	153	-	-	-	-	153
Rainbow Resource Center	2777628	10/3/2019	12/2/2019	42	-	-	-	-	42
Rainbow Resource Center	2777716	10/3/2019	12/2/2019	94	-	-	-	-	94
Rainbow Resource Center	2778067	10/4/2019	12/3/2019	30	-	-	-	-	30
Rainbow Resource Center	2778253	10/4/2019	12/3/2019	76	-	-	-	-	76
SAM Academy	100001	10/5/2019	11/4/2019	10	-	-	-	-	10
Timberdoodle.com	306626	9/11/2019	11/10/2019	1,111	-	-	-	-	1,111
Timberdoodle.com	306628	9/11/2019	11/10/2019	966	-	-	-	-	966
Timberdoodle.com	306629	9/11/2019	11/10/2019	1,005	-	-	-	-	1,005
Timberdoodle.com	306630	9/11/2019	11/10/2019	73	-	-	-	-	73
Timberdoodle.com	307741	10/4/2019	12/3/2019	788	-	-	-	-	788
Timberdoodle.com	308061	10/4/2019	12/3/2019	83	-	-	-	-	83
Timberdoodle.com	308194	10/4/2019	12/3/2019	207	-	-	-	-	207
Timberdoodle.com	308196	10/4/2019	12/3/2019	86	-	-	-	-	86
Timberdoodle.com	308199	10/4/2019	12/3/2019	1,001	-	-	-	-	1,001
Timberdoodle.com	308272	10/4/2019	12/3/2019	211	-	-	-	-	211
Time4Writing.com	T4W9985	9/13/2019	11/12/2019	238	-	-	-	-	238
Wendy DeRaud	139	10/7/2019	11/6/2019	90	-	-	-	-	90
Total Outstanding Payables				\$ 35,158	\$ 355	\$ 1,953	\$ 3,218	\$ -	\$ 40,684

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MONARCH RIVER ACADEMY TENTATIVELY
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, Monarch River Academy (“MRA”) is a California nonprofit public benefit corporation that operates a public charter school authorized by Alta Vista Elementary School District in Tulare County; and

WHEREAS, the Board of Directors (“Board”) seeks to adopt the FPPC’s model Conflict of Interest Code as set forth in California Code of Regulations, Title 2, Section 18730.

NOW, THEREFORE, the Board hereby finds, resolves, and orders as follows:

Section 1. The Conflict of Interest Code, in the form attached as Attachment A, is tentatively adopted and promulgated and supersedes all prior draft Conflict of Interest Codes.

Section 2. The Principal or her designee is directed to open a 45-day public comment period by posting a Notice of Intention to Adopt a Conflict of Interest Code on MRA’s public website and notifying each individual affected by the proposed Conflict of Interest Code by providing a copy of the Notice to each individual, or posting the Notice on MRA’s intranet or employee bulletin board.

Section 3. The Conflict of Interest Code shall become effective upon:

- a. Final approval by this Board following the public comment period and after a public hearing, if requested; and
- b. Approval by the Tulare County Board of Supervisors as the code reviewing body.

Section 4. Upon final approval by this Board, the Principal or her designee is directed to submit the Conflict of Interest Code in the required format, as well as any other required documents, to the Tulare County Board of Supervisors for approval.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Monarch River Academy, a California nonprofit public benefit corporation, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Monarch River Academy, which was duly held on _____, 2019, at which all the members of the Board of Directors had due notice and at which a quorum was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand this _____ day of _____, 2019.

Secretary, Monarch River Academy

ATTACHMENT A
CONFLICT OF INTEREST CODE AND APPENDICES
OF MONARCH RIVER ACADEMY

[See Attached]

MONARCH RIVER ACADEMY

CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 California Code of Regulations §18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act.

Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby adopted and incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code for Monarch River Academy. This code shall take effect when approved by the Tulare County Board of Supervisors, and shall thereupon supersede any and all prior such codes adopted by Monarch River Academy, but shall supplement any conflict of interest policies adopted in compliance with the laws governing nonprofit corporations.

Individuals holding designated positions shall file statements of economic interests with the Secretary of Monarch River Academy. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these statements to the Clerk of the Tulare County Board of Supervisors. Original statements for all other designated employees shall be retained by the Secretary. All retained statements shall be available for public inspection and reproduction. (Government Code § 81008.)

APPENDIX A

<u>Designated Positions</u>	<u>Disclosure Category</u>
Members of the Governing Board	1, 2
President/CEO	1, 2
Principal/Superintendent	1,2
Assistant Director(s)	3
Verification Specialists	3
Teachers	3
Regional Coordinators	3
Senior Director of Special Education	3
Regional Director of Special Education	3
Assistant Director of Special Education	3

The Principal or designee may determine in writing that a particular consultant or newly created position as set forth in 2 Cal. Code Regs. § 18219, that makes or participates in the making of decisions that may foreseeably have a material effect on any financial interest is hired to perform a range of duties that is limited in scope and thus the broadest disclosure is not necessary. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Principal or designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by Monarch River Academy.

Category 2 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by Monarch River Academy.

Category 3 Reporting:

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment of the type to be utilized by the designated person's department, including, for example, vendors providing such goods and services to be utilized in the instruction of students.

RESOLUTION OF BOARD OF DIRECTORS OF THE MONARCH RIVER ACADEMY
CHARTER SCHOOL JOINING THE CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of the Monarch River Academy charter school (“School”) to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

WHEREAS, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Monarch River Academy charter school:

1. The Monarch River Academy charter school agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and
2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.
3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.
4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair/President

ATTEST:

Clerk/Secretary

AB 2601 (2018) amended the California Healthy Youth Act (CHYA) to require that charter schools in California provide students with inclusive and comprehensive sexual health education and HIV prevention education (Education Code §§ 51930-51939). CHYA education must be provided at least once in middle school and at least once in high school. At our school, 8th grade (middle school) and 9th grade (high school). The law additionally requires instruction be inclusive of all genders, sexual orientations, abilities, races, and cultural backgrounds and present medically accurate and unbiased information.

The school will send a letter to parents/guardians that explains their right to review the curriculum prior to instruction and their right to excuse their child from the instruction. The letter includes the following information:

- Comprehensive sexual health and HIV prevention instruction is provided by trained classroom teachers or community-based health educators.
- All content complies with California Healthy Youth Act and CA Education Code requirements.
- When the instruction will be implemented at their child's school.
- Where parents/guardians can review instructional materials at their child's school.
- That parents/guardians may notify the school in writing if they wish to excuse their child from the instruction.

Parents or guardians may excuse their child from the sexual health instruction for this school year by providing a written note in their preferred language to their child's teacher. The note should simply state that they are excusing their child from the instruction, include their child's name, and be signed by the parent or guardian. There is no need for any explanation or reason to be stated in this note.

Districts may choose a curriculum to use to meet the requirements of the new law. The school will use ***Rights, Respect, Responsibility*** (3Rs). This is a comprehensive sexual health curriculum that complies with [the State of California's CA Healthy Youth Act](#) requirements. This curriculum was vetted by a team of experts prior to being approved by our program's Sexual Health Education Advisory Team. The 3Rs lessons were authored by [Advocates for Youth](#), who is funded and supported by the Centers for Disease Control and Prevention and who collaborates with the California Department of Education to implement medically accurate sexuality education statewide. This curriculum is open for [public review](#).



Non-Compliance Policy and Procedures

Monarch River Academy is committed to ensuring students are appropriately engaged in learning, particularly as it correlates to attendance reporting. After the Non-Compliance Process has been seen through, it may be determined that Independent Study is not the best educational placement for the student and as such, the student may be Administratively Withdrawn.

The purpose of the Monarch River Academy Governing Board approving this Non-Compliance Policy is to accomplish the following:

1. Outline the Non-Compliance Process
 2. Outline the Student's Responsibility to complete Work/Progress, Assignments/Work Samples, and/or Student Activity Logs
 3. Outline the Parent's and Student's Responsibility to Schedule and Attend Monthly Learning Periods
 4. Establish Communication Requirements for the Home School Teacher (HST).
 5. Outline the Non-Compliance Procedures
 6. Outline the Procedures for the HST when sending the First Non-Compliance Letter
 7. Outline the Procedures for the HST when sending the Second Non-Compliance Letter
 8. Outline the Procedures for the Administrative Conference Call
 9. Establish the Non-Compliance Timeline/Checklist
- 1. Non-Compliance Process:** The school's Non-Compliance Process can be engaged if a student/family is found to have one or more of the following:
- Two (2) missing assignments during any period of twenty (20) school days
 - One or more missing Work Samples
 - One or more missing Student Activity Logs (Attendance Logs)
 - Missed or not scheduled one or more monthly learning period or other meetings.
 - Has not responded to their Homeschool Teacher after three sets of attempts (phone and email) over the course of six school days.
- 2. Student Work/Progress, Assignments/Work Samples, Student Activity Logs:** It is required that all Homeschool Teachers (HSTs) review and affirm student learning and collect Student Activity Logs and Work Samples every twenty school days. It is also required that all HQTs, monitor work completion and progress for High School Students, if using an HQT. When any pupil fails to complete two (2) assignments during any period of twenty (20) school days, or has missed one or more work samples, the HST should then start the Compliance Process.

3. **Monthly Learning Period or Other Meetings:** It is the parent's and student's responsibility to make every effort to schedule and attend monthly learning period meetings every twenty school days. If the meeting is not successfully scheduled or held after two or more attempts it could be determined that the family has not met the school's meeting expectations and the HST should start the Non-Compliance Process.
4. **Communication Requirements of the Home School Teacher:** HSTs will keep positive and open lines of communication with each family. HSTs will follow a communication pattern with a pairing of a phone call, email message, and document in Contact Manager. If an initial communication pair (#1) is not responded to within two school days, the HST will attempt to reach the family again with another communication pair (#2). If the second communication pair is not successful, the HST will attempt a third communication pair (#3) and start the Compliance Process by sending Non-Compliance Letter #1.
5. **Non-Compliance Procedures:** The compliance procedure can include two compliance letters and one Administrative Conference call. If after the Administrative Conference call the student fails to meet expectations, the student will be withdrawn from the school for at minimum, one academic school year.
6. **First Non-Compliance Letter:** Should any of the items listed in the Non-Compliance Process occur and there have been three Communication Pairs attempted, upon the third attempt, the HST will:
 - Send Non-Compliance Letter #1 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.
 - Talk with the family to see what the issues/concerns are on both sides as well as develop a plan to support the student and resolve any issues.
 - Hold all Instructional Funds until the family is compliant.
7. **Second Non-Compliance Letter:** Without satisfactory resolution or response to the issues described in the Non-Compliance Letter #1 within five school days, the HST will:
 - Attempt to call and email the family (Communication Pair #4)
 - Determine a day and time to schedule an Administrative Conference Call with the parent(s)/guardian(s), HST, and Sr. Director, to be specified in Non-Compliance Letter #2. Date should be no sooner than the 6th school day from the date of the letter.
 - Send Non-Compliance Letter #2 to the family via certified mail.
 - Document date letter was sent, issue, and tracking number in Contact Manager
 - Remind student/family of the appropriate sections of the Master Agreement and Parent-Student Handbook that specifically address the issue/concern.

Letter #2 gives the family the opportunity to communicate and work with their HST to address and problem-solve the issues of concern. Should the family fail to communicate to their HST within five school days from the date the letter was sent, the parent/guardian must either communicate and resolve the indicated issues with their HST or attend the Administrative

Phone Conference as scheduled in the letter.

8. Administrative Conference Call: Without satisfactory resolution to the issues/concerns, the HST will:

- Send out a conference call number to all participants.
- Attempt to remind/confirm the parent/guardian of the call via phone and email. Document the communication in the Contact Manager.
- Document date the Administrative Conference Call was held including a brief summary of the outcome in the Contact Manager.

A team composed of Parent(s)/Guardian(s), HST, and a Director must be present on the Administrative Conference Call. During this time the team will work towards resolution of the issues/concerns as well as determine if this is the best placement for the student. School Administration may determine the following:

- Independent Study is in the best interest of the student.
- The need to place the student on a student improvement plan.
- The need to implement different strategies to collect compliance documents (Student Activities Logs and or Work Samples).
- Determine that it is not in the student's best interest to remain in our independent study program.

If the Administration finds that this is not in the best interest of the student to remain in independent study, then the student shall be withdrawn from the school by following the procedures in the school's withdrawal policy.

If the student or parent does not attend the Administrative Conference Call, the student could be withdrawn from the school by following the procedures in the school's withdrawal policy.

9. Non-Compliance Timeline/Checklist:

- Concern/Issue Arises
 - The HST will Call & Email Family (Communication Pair #1)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #2)*
- Wait 2 School Days
- Resolution – Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #3) + Send Non-Compliance Letter #1 (Certified Mail) Hold Instructional Funds*
- Wait 5 School Days
- Resolution– Stop Process
- If No Resolution Continue
 - The HST will Call & Email Family (Communication Pair #4) + Send Non-Compliance Letter #2 that includes Administrative Conference Call (Certified Mail)*
- Wait 5 School Days
- Resolution – Stop Process
- If No Resolution Continue

- The HST will Hold Administrative Conference Call and determine best course of action*
- Follow school withdrawal policy, if applicable*

*Document in Contact Manager



Investigation of Inaccurate, Suspicious or False Addresses for Student Residency

Monarch River Academy may only enroll students that are residents of the State of California and residents of the following counties: Tulare, Kings, Inyo and Fresno. As such, upon enrollment, the student's parent/guardian is required to provide proof of residency, either through presentation of permitted documents establishing residency, an Affidavit to Verify Residency Form, or a Parent Residency Affidavit Form.

If, thereafter, an employee of Monarch River Academy has reason to believe that the address provided by the parent/guardian is incorrect, was falsely reported, or is no longer valid and in line with Monarch River Academy's Residency Policy, every effort shall be made to ascertain the correct information. In order to initiate an investigation, Monarch River Academy's employee must document specific, articulable facts supporting the belief that the parent/guardian has provided false, inaccurate or unreliable evidence of residency.

School staff have the right and obligation to conduct a thorough investigation (due diligence) in order for Monarch River Academy's Principal to take appropriate action.

Such an investigation shall include:

1. Search Monarch River Academy's enrollment database by entering student's, parent's/guardians, names to locate siblings and review their residence information.
2. The Monarch River Academy Principal or designee may interview the student(s) for residence information. At no time, however, shall any employee of Monarch River Academy inquire about a student's/family's immigration status.
3. The Monarch River Academy Principal or designee may mail a letter to all known current and previous addresses requesting residency verification. Write or stamp "Do Not Forward-Address Correction Requested" on the envelope so that the letter will be returned to the school with the family's current address. The new address should be entered into the student information system(s). If the letter is returned with no forwarding information, the student and their parent/guardian must be contacted to provide new information. If the parent/guardian refuses to provide information the school must immediately initiate the investigative activities outlined above.
4. The Monarch River Academy Principal or designee may conduct a home visit to establish residency at either the current or previous address.

5. The Monarch River Academy Principal or designee may review publicly available documents, in paper form or through an electronic databased, to verify the address of students by a review of property records. This method shall not be used to verify residence for students living in apartments, under leases or subleases, in foster or probation placements or in homeless situations since this method would not verify these residency situations.
6. The investigation shall not allow for the surreptitious photographing or video-recording of pupils who are being investigated. "Surreptitious photographing or video-recording" means the covert collection of photographic or videographic images of persons or places subject to an investigation. The collection of images is not covert if the technology is used in open and public view.
7. At all times during an investigation, employees and contractors of Monarch River Academy engaged in the investigation shall identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

If a new address and residency is established and located outside of California or the following counties: Tulare, Kings, Inyo and Fresno, the Principal or designee shall follow the policy and procedures providing notice and a right to a hearing identified in Monarch River Academy's Residency Policy.



Withdrawal Policy

The purpose of the Monarch River Academy Governing Board approving this Withdrawal Policy is to accomplish the following:

1. Establish the Reasons a Student Can Be Withdrawn from Monarch River Academy
2. Outline the Procedures for Withdrawing a Student
3. Establish the Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School
4. Establish the Process for Notifying Parents/Guardians/Educational Rights Holder of the Withdrawal

1. Reasons for a Withdrawal: If Monarch River Academy discovers that a student enrolled in Monarch River Academy is no longer a resident of California, no longer a resident of a county that Monarch River Academy may legally provide educational services to, is concurrently enrolled in a private school, is concurrently enrolled in another public school, is in non-compliance with Monarch River Academy's policies, or otherwise may no longer legally be served by Monarch River Academy, the following procedures shall be followed to withdraw the student from Monarch River Academy.

2. Procedures for Withdrawing a Student: Monarch River Academy shall send the parent/guardian/educational rights holder a notice of the Monarch River Academy's intention to withdraw the student from the School and the reasons for that decision. The notice will be sent at least five days prior to the withdrawal of the student. The notice will inform the parent/guardian that the Education Code provides the parent/guardian/educational rights holder with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil(s) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil(s) have the right to bring legal counsel or an advocate. This notice shall be written in the native language of the pupil or the pupil's parent or guardian, or if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder.

This notice will also inform the parent/guardian/educational rights holder that the student's enrichment opportunities and curriculum orders will be put on hold until the hearing is completed.

If the parent/guardian invokes said rights, the Monarch River Academy will not disenroll the pupils until it has reached a final decision. The decision of the School is final and cannot be appealed.

In addition, the parent/guardian will be sent a Charter School Complaint Notice in the form provided by the California Department of Education at www.cde.ca.gov/sp/ch/cscomplaint.asp.

- 3. The Charter School's Responsibility to Not Encourage a Pupil Currently Attending the School to Disenroll or Transfer to Another School:** Monarch River Academy shall not encourage a pupil currently attending the school to disenroll or transfer to another school for any reason, including but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics: pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity or sexual orientation.
- 4. Notification of the Withdrawal:** Once the student has been withdrawn from Monarch River Academy, the parent/guardian/educational rights holder will be notified of the withdrawal and advised to enroll the student immediately in a school that may legally serve that student. A copy of this notice shall be placed in the student's cumulative file. The student's teacher will also be notified of the withdrawal.



Disenrollment Letter

Dear Parent/Guardian/Educational Rights Holder

Please accept this five-day notice of Monarch River Academy's intent to disenroll your children because [insert explanation as to why the kid(s) are being involuntarily disenrolled].

In addition to regular phone and email communication, the following attempts were made to contact you to offer support:

Letter #1 Date: Month XX, 20XX

Letter #2 Date: Month XX, 20XX

Administrative Conference Date: Month XX, 20XX at 00:00 AM/PM

We are obligated to inform you that the Compulsory Education Statute in California, as stated in Cal. Education Code Section 48200, requires that all children between the ages of 6-18 years old have a full-time education, unless they are exempt. We are also obligated to notify your school district of residence of your student's enrollment status.

The Education Code provides you with the right to a hearing adjudicated by a neutral officer within a reasonable number of days at which your child(ren) have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which your child(ren) have the right to bring legal counsel or an advocate. If you have invoked the right to this hearing, Monarch River Academy will not disenroll your child(ren) until it has reached a final decision. However, until final resolution of the matter, your child(ren)'s enrichment opportunities and curriculum orders will be put on hold.

If you have not invoked the right to a hearing before [6 SCHOOL DAYS LATER], your child(ren) will be disenrolled from Monarch River Academy. If you intend to initiate your rights to a hearing, please inform the undersigned by email of this decision. We will then work to schedule a hearing within a reasonable amount of time.

Additionally, in accordance with California law, I attach a copy of the Charter School Complaint Notice and Form. This form may also be found on Monarch River Academy's website. This notice and form is self-explanatory.



Promotion, Acceleration and Retention Policy

Monarch River Academy is committed to making individual decisions on grade level acceleration based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, when high academic achievement is evident, staff may request a student for acceleration into higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

The purpose of the Monarch River Academy Governing Board approving this Promotion, Acceleration and Retention Policy is to accomplish the following:

1. Outline the Promotion Policy
 2. Outline the Acceleration Policy
 3. Outline the Retention Policy
 4. Outline the Appeals Process for Parents
 5. Establish the Process for IDEA/504 Students
 6. Outline the Charter School Rights
- 1. Promotion Policy:** K-8: Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well-rounded education. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards.

High School: High school students can select courses from a variety of a learning programs. Students will be enrolled in a minimum of 20 credits per semester (4 classes) unless considered a fifth-year senior. If the student is taking courses at a community college, he/she must meet with his/her counselor to obtain approval prior to enrolling in the community college courses.

Required Courses for All High School Grade Levels*:

- English-Language Arts
- Mathematics
- Science
- Social Studies/History

*This depends on the student's individual graduation plan and course progression.

It is the policy of The Charter School, pursuant to Education Code 220-221.1, that no person on the basis of sex, race, national origin, ancestry, creed, pregnancy, marital or parental status or physical, mental, emotional or learning disability shall be discriminated against.

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made between **Monarch River Academy** ("School"), a California nonprofit public corporation and _____ ("Vendor").



RECITALS

WHEREAS, School fosters successful student achievement through a quality, personalized, and standards-based education program featuring unique and hands-on experiential learning experiences;

WHEREAS, Vendor is engaged in the businesses of providing experienced and qualified educational services as set forth in **Exhibit A**; and

WHEREAS, School desires to retain Vendor for the purpose of providing the services described herein for the benefit of the School, families, and students.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the parties agree as follows:

SECTION 1. TERM and TERMINATION.

- a. Term: This Agreement shall be effective as of **[INSERT DATE]** until June 30, 2020 (the "Initial Term").
- b. Termination: Vendor may terminate this Agreement for cause after providing sixty (60) days advance written notice to School. School may terminate this Agreement at any time, with or without cause in its sole discretion with same-day written notice. Upon termination, School shall pay Vendor for all necessary and approved Services rendered pursuant to this Agreement and relevant "Enrichment Certificate(s)" (defined below) up to the effective date of termination. School has no obligation to pay Vendor for any Services provided after the effective date of termination. The termination of this Agreement constitutes a termination of any active invoices and Enrichment Certificates.

SECTION 2. SERVICES.

- a. Scope of Services: Vendor is hereby engaged by School to perform the student enrichment services specified in **Exhibit A**, incorporated herein by reference ("Services"), subject to the terms and conditions contained herein. Vendor assumes full responsibility for the performance of the Services provided under the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement.

- b. No Authority to Bind School: Vendor understands and agrees that Vendor lacks the authority to bind School contractually, conduct business on School's behalf, or incur any obligations on behalf of School. Specifically, Vendor agrees not to represent himself/herself or any Vendor employees, agents, or contractors as an employee of School in any capacity, including, but not limited to, when interacting with School students, parents, vendors, or employees.
- c. Responsibility for Performance: Vendor assumes full responsibility for the performance of Vendor's duties under the terms of this Agreement and warrants that Vendor and its employees, contractors, and other agents are fully qualified in Vendor's specialized skill or expertise to perform such duties. Vendor will not enter into any contract or engagement that conflicts or interferes with Vendor's duties under this Agreement.
- d. Compliance with Charter Petition and Law: Except when otherwise expressly required by applicable law, School shall not be responsible for monitoring Vendor's compliance with the law, charter petition, and Agreement. Vendor acknowledges that School must comply with Education Code § 220's prohibitions against discrimination, obligations to provide a free appropriate education to students with exceptional needs pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act, and be non-sectarian in its programs. Vendor must be non-sectarian in any Services provided to School students. Vendor shall ensure its performance of its Services complies with these legal and charter petition requirements. If Vendor performs any Services in a manner that is contrary to law, Vendor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising therefrom.
- e. ~~Service Limitations: Vendor shall not serve any School students for more than twelve (12) hours a week under this Agreement or any other arrangement. Vendor is prohibited from providing services under this Agreement to a relative (e.g., child, sibling, etc.) of the Vendor or an employee, officer, or agent of the Vendor. School shall not be responsible for paying Vendor for the prohibited services described in this subsection. A violation of this subsection constitutes a material breach of the Agreement~~
- f. Service Limitations: Vendor shall not serve a School student for more than twelve (12) core academic hours including math, language arts, social studies, science and world language during the school week (Monday to Friday from 8:00 am to 2:30 pm) under this Agreement or any other arrangement (e.g., Student participation in a Vendor program outside of School activities); excepting visual and performing arts, CTE pathways, robotics, and physical activities including dance, gymnastics, karate, and other similar activities, as approved by the supervising teacher.
- g. No Private School Affiliation: Vendor certifies that it is not, nor is it affiliated with, a private school that submitted an affidavit to register with the California Department of Education and is listed on the state's Private School Directory ("Private School"). Vendor affirms the Services shall not be provided at a Private School. Vendor affirms that it will not confer any compensation received for performing Services under this Agreement to a Private School.

- h. Prohibited Conflicts: Vendor is prohibited from providing Services under this Agreement to a relative (e.g., child, grandchild, niece/nephew, sibling, etc.) of the Vendor (or its employees). School shall not be responsible for paying Vendor for the prohibited services described herein.

SECTION 3. PAYMENT.

- a. Enrichment Certificate: School requests Services from Vendor through an Enrichment Certificate. School is not responsible for the costs of Services without issuance of an Enrichment Certificate. The Enrichment Certificate will detail requested Services, dates of Services, fees for Services, and other relevant information. Vendors must first receive an Enrichment Certificate before providing Services to students. School does not pay for Services in advance. If an Enrichment Certificate expires, Vendor must cease providing Services until it receives another Enrichment Certificate.
- b. Vendor Invoice: School shall pay Vendor for Services performed through invoices. Vendor will remit one (1) itemized invoice after completing the Services pursuant to an Enrichment Certificate. Vendors should submit invoices to **CCS-invoicing@inspireschools.org**. School will endeavor to pay undisputed invoice amounts within thirty (30) days of receipt.
- c. Termination of Enrichment Certificate: School may terminate an Enrichment Certificate at any time, with or without cause in its sole discretion with same-day written notice. School shall pay Vendor the undisputed amounts for Services already performed under the Enrichment Certificate.
- d. Incurred Costs: Any damages or costs incurred by School, including replacement costs, as a result of Vendor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Vendor.
- e. Use of School's Name: Vendor shall not use the name, insignia, mark, or any facsimile of the School for any purpose, including but not limited to advertising, client lists, or references, without the advance written authorization of the School.

SECTION 4. GENERAL CONDITIONS FOR VENDOR PERFORMANCE.

- a. Vendor Qualifications: Vendor represents it has the qualifications, skills and, if applicable, the certification and licenses necessary to perform the Services in a competent, and professional manner, without the advice or direction of School. Upon School's request, Vendor shall provide copies of certification or licensure. Subject to the terms of this Agreement, Vendor shall render all Services hereunder in accordance with this Agreement and **Exhibit A**, Vendor's independent and professional judgment and in compliance with all applicable laws and with the generally accepted practices and principles of Vendor's trade. Vendor is customarily engaged in the independently established trade, occupation, or business of the same nature as the Services performed.
- b. Relationship: The School is not an employer of Vendor or its employees, contractors, or agents and shall not supervise individuals as such in carrying out

the Services to be performed by Vendor under the terms of this Agreement. It is expressly understood between the parties that Vendor and its employees, contractors, and agents are not employee(s) of School.

- c. Licenses: Vendor warrants that Vendor is engaged in an independent and bona fide business operation, markets him/her/itself as such, is in possession of a valid business license/insurance when required, and is providing or capable of providing similar services as set forth in **Exhibit A** to others.
- d. No Training or Instruction: Although School may at times provide information concerning its business and students to Vendor, School will not provide any training or instruction to Vendor concerning the manner and means of providing the Services that are subject to this Agreement because Vendor warrants that Vendor is highly skilled in its industry.

SECTION 5. TAXES. Because Vendor is not an employee of School, all compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099, as applicable, at year end. Vendor is responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Vendor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Vendor or its employee(s) is/are an employee of School subject to withholding and social security contributions, Vendor acknowledges consistent with this Agreement that all payments due to Vendor under this Agreement are gross payments, and the Vendor is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

SECTION 6. BENEFITS. Vendor and its employees, contractors, and agents are not entitled to the rights or benefits that may be afforded to School employees including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Vendor is solely responsible for providing at Vendor's own expense, disability, unemployment, workers' compensation and other insurance for Vendor and any of its employees, contractors, and agents. Vendor shall further maintain at its own expense any permits, credentials, certifications and/or licenses necessary to provide the Services and shall provide any training necessary for its employees, contractors, and agents to perform all Services under this Agreement.

SECTION 7. MATERIALS. Vendor will furnish at its own expense all materials, equipment and supplies used to provide the Services.

SECTION 8. BACKGROUND CHECK AND SAFETY REQUIREMENTS.

- a. Background Check: Vendor shall ensure its employees, agents, and contractors working directly with School students complete a criminal background check through the Department of Justice ("DOJ") in accordance with Education Code section 45125.1. Vendor certifies to School that no one working on behalf of Vendor (e.g., Vendor employees, agents, or contractors) working with School students have been convicted or have pending charges of a violent or serious

felony as defined in Penal Code sections 667.5(c) and 1192.7(c). The cost of the background check is the Vendor's responsibility.

- b. First Aid & CPR Certification: Upon School's request, Vendor shall ensure its employees, agents, or contractors obtain First-Aid and CPR Certification.
- c. Supervision: Vendor is responsible for supervising and ensuring students have a safe environment from the time they are dropped off to receive Services and until the responsible party picks them up. Students may not be left unattended during Vendor's provision of Services. Vendor may not transport students without School's express written permission.
- d. Student Discipline: Vendor acknowledges that School is responsible for managing and overseeing the education program, which incorporates the Vendor's enrichment services. Vendor must notify School when students act inappropriately and may require discipline. School is responsible for issuing discipline to students. If Vendor learns a student may pose a health or safety threat to himself/herself or to other individuals, Vendor must immediately notify the School. If Vendor wishes to remove a participant from their Services, the Vendor shall notify School and the parties will discuss appropriate measures.

SECTION 9. INDEMNIFICATION AND INSURANCE.

- a. Indemnification: To the maximum extent allowable by law, Vendor will indemnify, defend, and hold harmless School, its officers, directors, employees, agents and volunteers from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur that arise out of or relate to this Agreement or the alleged negligence, recklessness or willful misconduct of Vendor, including of Vendor's officers, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom Vendor is legally responsible. Vendor's indemnity, defense and hold harmless obligations shall survive the termination of this Agreement. To the maximum extent allowable by law, Vendor also agrees to hold harmless, indemnify, and defend School from any and all liability, damages, or losses (including reasonable attorneys' fees, costs, penalties, and fines) School suffers as a result of (a) Vendor's failure to meet its obligations under Sections 4-6, or (b) a third party's designation of Vendor or Vendor's employees, agents, or contractors as an employee of School regardless of any actual or alleged negligence by School.
- b. General Liability Insurance Limits: Vendor agrees to maintain general liability insurance coverage, including both bodily injury and property damage, with at least the following coverage limits:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. \$500,000 personal & adv. injury

- c. Additional Insurance Requirements: Vendor's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by School shall constitute secondary, excess coverage. School may require additional insurance coverage depending on the Services and shall communicate these insurance requirements to the Vendor in conjunction with the provision of an Enrichment Certificate. Vendor's insurance policies required under this Agreement shall name School as additionally insured.

SECTION 10. CONFIDENTIALITY.

- a. Confidential Information: Vendor acknowledges that during the course of performing Services, Vendor may become privy to confidential, privileged and/or proprietary information important to the School. Vendor further acknowledges its obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Vendor shall ensure that all of its employees, agents and contractors agree to the requirements of this section prior to receiving any Confidential Information (defined below). Vendor shall not use or disclose during or after the term of this Agreement, without the prior written consent of School, any information relating to School's employees, directors, agents, students or families, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for the School, includes, without limitation, all of the following: education records, student rosters, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Vendor reasonably should know is treated as confidential by the School. The only allowed disclosures of Confidential Information are (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Vendor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Vendor through independent means and without a breach of Vendor's duties to School under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Vendor has given School adequate notice so that School may contest any such process. Personally identifiable student information may only be used as necessary to meet Vendor's obligations under this Agreement. Vendor must take all necessary and appropriate steps to protect and safeguard all of School's Confidential Information and proprietary information from unauthorized disclosure.
- b. Disclosure of Records: School will provide Vendor with those records requested by Vendor that are reasonably necessary to allow Vendor to perform the Services. Vendor shall use any such records only for the purpose provided and not for the benefit of any other person or entity. Upon termination of this Agreement or School's request, Vendor will immediately surrender to School or destroy all Confidential Information and other materials provided to Vendor by School, including all physical copies, drafts, digital or computer versions.

SECTION 11. ENTIRE AGREEMENT. This Agreement and its incorporated exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein and supersede all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

SECTION 12. DISPUTE RESOLUTION.

- a. Informal Dispute Resolution: If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties shall first meet and confer informally in an attempt to resolve the issue.
- b. Mediation: If reasonable efforts at informal resolution are unsuccessful, the parties shall participate in a mediation with a mutually-agreed upon mediator. Any costs and fees, other than attorneys' fees, associated the mediation shall be shared equally by the parties.
- c. Arbitration: If School has paid more than \$25,000 to Vendor for Services since the start of the previous fiscal year, and efforts to resolve the dispute at mediation are unsuccessful, the parties agree that such dispute will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") at the nearest JAMS location, or other service agreed upon by both parties, and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive and binding upon the parties hereto, and shall be enforceable in any court of competent jurisdiction. The party initiating the arbitration shall advance the arbitrator's initial fee. Otherwise and thereafter, each party shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent either party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

SECTION 13. MODIFYING THE AGREEMENT. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both parties.

SECTION 14. NO WAIVER. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SECTION 15. NO ASSIGNMENT. No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

SECTION 16. SEVERABILITY. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of California.

SECTION 18. AUTHORITY TO CONTRACT. Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

SECTION 19. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement; (b) three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; (c) via email address as stated on this Agreement.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Vendor:

(Please fill in with your information)

Business: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

If to School:

Brooke Peterson

Vendor Administrator

13915 Danielson St, #200

Poway, CA 92064

VendorSupport@inspireschools.org

(619) 749-1792

SECTION 20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed or emailed .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

MONARCH RIVER ACADEMY

VENDOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Detailed List of Vendor Services and Prices

Services Offered:

Grade Level and Price:

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Semester	
Month	
Week	
Day	

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Semester	
Month	
Week	
Day	

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Semester	
Month	
Week	
Day	

TK-K	
Grades 1-5	
Grades 6-8	
Grades 9-12	
TK- 8	
TK - 12	

\$___ per

Cancellation & Refund Policy

Students will be permitted to cancel and/or reschedule services with 24-hour notice. Cancellations are subject to a full refund. Refunds must be submitted to _____.

Name of Owner/Director: _____

Signature: _____ Date: _____

Four-Year Plan for High School Students: Supervising Teachers develop a four-year individual graduation plan (IGP) for each high school student. The IGP will be reviewed by the Guidance Counselor and/or Regional Administrator and revisited annually (unless necessary due to mid-year course changes). The four-year individual graduation plan will include:

- Learning Program
- Student's intended courses
- Courses completed
- Course of Study
- College and/or Career path

2. **Acceleration Policy:** When high academic achievement is evident, a teacher and/or parent may recommend a student for acceleration of courses. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

Mid-Year Grade Level Acceleration Requests: The decision to promote a student mid-year will be made only after careful consideration has been given with regards to serving the academic best interests of the student. Mid-year promotions are approved or denied at the end of the first semester. If a student is promoted at the end of the first semester, he/she should be on target to complete all courses at his/her promoted grade level by the end of the school year. **8th to 9th grade acceleration requests are only considered in the fall semester before the high school add/drop date.** ~~Kindergarten students do not qualify for a mid-year promotion unless they have completed one full year of kindergarten, or will turn 6 in their first grade year by the date set by the state of California.~~

A child who was *not age-eligible* for kindergarten (that is, the child turned five after September 1 in the 2014-15 school year or thereafter) and who attended a California private school kindergarten for a year is viewed by the CDE as *not legally enrolled* in kindergarten, pursuant to EC Section 48000 requirements. Therefore, this child, upon enrollment in public school, is enrolled in kindergarten, assessed, and may (but is not required to) be immediately promoted to first grade if the child meets the following State Board of Education criteria, pursuant to Title 5, Section 200:

- *The child is at least five years of age.*
- *The child has attended a public school kindergarten for a long enough time to enable school personnel to evaluate the child's ability.*
- *The child is in the upper 5 percent of the child's age group in terms of general mental ability.*
- *The physical development and social maturity of the child are consistent with the child's advanced mental ability.*
- *The parent or guardian has filed a written statement with the district that approves placement in first grade.*

A statement, signed by the district and parent/guardian, is placed in the official school records for these five-year-olds who have been advanced to first grade (EC Section 48011).

This action prevents a subsequent audit exception for first grade placement of an *age-ineligible* student.

Procedure: In order for the school to make sound academic decisions regarding mid-year grade level promotions, the following process will be followed:

Parent:

- Parent Request: Parents may request that the teacher promote their child to a different **one** grade level at the end of the 1st semester. ~~which may result in a 2-grade promotion during one school year.~~

Teacher:

If the student's teacher agrees that a review for mid-year grade level promotion is appropriate, the teacher will complete a request for acceleration into a higher grade level and take the student's maturity level into consideration. The request should be sent to gradelevelhelp@inspireschools.org. Requests must be received by email prior to Winter Break.

- If the student's assessment results are not above grade level, the teacher needs to provide documentation with a written request regarding why promotion is in the student's best interest.
- If the student is not on track to complete all courses at the grade level he/she would be promoted to, the teacher will need to explain in the written request why a promotion would be in the student's best interest.
- Information regarding prior grade retention and the circumstances of such

Student Assessment Records (a combination of the following may be used to assess the student's readiness to promote):

- ***Teachers must meet and evaluate student in person.***
 - *Under no circumstance shall the parent or Learning Coach assist student with assessments when the assessment is being used to promote a student mid-year.*
- Bader Reading Assessment indicates student is performing above current grade level
- Writing Sample showing proficiency above grade level standards
- Benchmark Data indicates student has mastered current grade level content/state standards
- Benchmark results in Mathematics and ELA indicate student is advanced at current grade level content/state standards
- SBAC results (if available) indicate student has met or exceeded standards
- Student work samples, demonstrating proficiency above current grade level standards.

- 3. Retention Policy:** The Charter School is committed to making individual decisions on grade retention based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, including remediation for students that are experiencing difficulty. To that end, retention may be appropriate for a student experiencing extreme academic difficulty or serious health or family emergencies. Typically, retention is considered after various other remediation steps have been employed by student's teacher(s) and academic team with insufficient success. Special consideration will be given to students

with limited English proficiency and those with a special education IEP. Students may be retained only once in their K-8 school career. **After careful analysis of evidenced based instruction and intervention, retention is considered for the next school year.**

Kindergarten Retention Criteria:

Students can also be retained in grade K based upon current law. Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year based on student progress on the Individualized Learning Plan. (Ed Code 48011). Whenever a student continues in kindergarten for an additional year, the School Staff shall secure an agreement, signed by the parent/ guardian, stating that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 46300)

Grades 9-12 Retention Criteria:

The state does not require school districts to have student retention criteria beyond the last year of middle school to the first year of high school. Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits.

Grades 1-8 Retention Criteria:

If a student is identified as performing below the minimum standard for promotion based on their progress on the Individualized Learning Plan, the student may be retained in his/her current grade level. Both the parent and teacher must determine, in writing, if retention is the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is appropriate for the student and shall include recommendations for interventions necessary to assist the student in attaining acceptable levels of academic achievement. If the teacher and parent are not in agreement with the recommendation of retention, please see below for the appeal process. The burden of proof for the appeal rests with the appealing party. (Ed Code 48070.5)

Grades 1-8 Retention Timeline: Parents will request student retention in writing following the timeline explained below.

Step	Timeline
1. Teacher or parent recommends retention consideration for student.	Teacher – By the last day of fall semester January 1 Parent – By the last day of fall semester January 1

2. Remediation steps occur, including, but not limited to: **SST meeting **Academic screenings **Multi-tiered Systems of Supports, includes Tier, 1, Tier 2, and Tier 3 intervention **Curriculum modifications- intervention **Additional Testing **Coordinated outside services **Teacher “at risk” assistance	Teacher – September– March April 15th
**School and home coordinated program	
3. Academic Team meets to review student progress. Team includes:- **Teacher **School Administrator **Other teachers **Parent Additional remediation steps can be considered	Teacher/Academic Team – March
3.4. Team meets to make recommendations regarding grade placement of student for the next school year. Factors: **Teacher Recommendation **Parent analysis **Grades **Test Data – Benchmark, SBAC, assessments **Cumulative Record **Social factors	Teacher/Academic Team–May
5. School Administrator makes decision and informs parent or guardian.	School Administrator – Mid June , Before the school year has ended.

4. **Appeals and Parent Rights:** Parents have the right to appeal a decision made by the Academic Team. If a parent wishes to appeal, they would complete the following steps:
 - Appeal to School Administrator in writing.
 - School Administrator responds within two (2) weeks.
 - If not resolved, parents may appeal to the School Board at the next regularly scheduled board meeting.
 - The School Board meets in a closed session and will send the parent or guardian a response in writing
5. **IDEA/504 Students:** Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.

- 6. The Charter School Rights:** The policy adopted pursuant to this section shall be adopted at a public meeting of the Governing Board of The Charter School. Nothing in this section shall be construed to prohibit the retention, promotion or acceleration of a pupil not included in grade levels identified in this policy, or for reasons other than those specified for pupils at risk for retention, if such retention is determined to be appropriate for that pupil. Nothing in this section shall be construed to prohibit the Governing Board from adopting promotion, acceleration and retention policies that exceed the criteria established in the California Ed. Code 48070.5, Promotion or Retention of Pupils.

Ashley Wiens

SKILLS

- Ability to understand and follow directions without supervision and to complete tasks promptly
- Knowledgeable on many different homeschool curriculum and experience utilizing different methods of teaching for different students
- Proficient with technology in general and quick at learning new systems
- Great at promoting a healthy environment for good team work

EXPERIENCE

Homeschool Educator, Fresno, CA

September 2012 - PRESENT

- Researched traditional and alternative education theories and methods
- Actively participated in several local homeschool groups
- Knowledge of Children's Literature

Starbucks, Fresno, CA – Barista

May 2007 - September 2007 & April 2012 - August 2012

- Maintained a strong understanding of company values and customer needs, responding quickly to complex requests in a fast-paced environment
- Engaged customers in a highly visible role, conveying a positive and professional attitude
- Carried out and collaborated on all assigned tasks as team member

Lowes, CA – Cashier & Price Change Coordinator

March 2005 - May 2007

- Operated cash register at check out, and other related cashier duties
- Processed markdowns and program promotions
- Maintained and organized pricing materials so changes were made in a timely and accurate manner

EDUCATION

Fresno City College, Fresno, CA

Completed several units of coursework toward a nursing program before deciding on a career path that would allow for a better work/family balance.

RESOLUTION No. 2019-4

Subject: Update Check Signers on City National Bank Accounts

Recommendation:

That the corporate Board of Monarch River Academy, A Corporation, approve Exhibit A of the resolution at City National Bank for the accounts detailed in the following pages, and recommends it to the Board of Directors of the Corporation for approval.

Background:

The bank listed have requested that we update our company resolution. Our resolution has not changed, however, Exhibit A has been changed to reflect a modified list of authorized signers, which includes adding the signers of record to include the Board Member and deleting the positions with the Inspire District Office.

The Inspire District Officer CFO is authorized to conduct all online banking activities and to also have full communication with all bank personnel.

RESOLUTION

RESOLVED, that all previous resolutions authorizing signatories to the accounts listed on Exhibit A be and they hereby are revoked and superseded effective the date of this resolution; and

FURTHER RESOLVED, that the officers specified in Exhibit A (“designated signers”) be and they hereby are authorized (1) to sign, for and on behalf of this Corporation, any and all checks, drafts or other orders with respect to any funds to the credit of this Corporation with the institutions listed on Exhibit A, (hereinafter “Institutions”) against the Corporation’s listed accounts at those Institutions maintained at any time with these Institutions, inclusive of any such checks, drafts, or other orders in favor of any of the designated signers and/or other person(s), and/or (ii) to make withdrawals of any such funds from these accounts by any other means authorized by the Institution, that the Institutions be and hereby are authorized (a) to pay such checks, drafts or orders, and/or to honor such withdrawals; (b) to receive for deposit to the credit of the Corporation, and/or for collection for these accounts of this Corporation, any and all checks, drafts, notes or other instruments for the payment of money which may be submitted to it for such deposit and/or collection; to receive, as the act of this Corporation, any and all stop payment instructions with respect to any such checks, drafts or other orders when signed by any one or more of the designated signers as hereinafter designated.

FURTHER RESOLVED THAT the designated signers be and they hereby are authorized, for and on behalf of this Corporation, to transact any and all other business with or through the Institutions which at any time may be deemed by said designated signers transacting the same to be advisable EXCEPT THE BORROWING OF MONEY, OR THE OBTAINING OF ANY FORM OF CREDIT, FROM THE INSTITUTIONS, EITHER DIRECTLY OR INDIRECTLY, WITH OR WITHOUT SECURITY.

That the Institutions are further authorized to pay to the debit of these accounts any and all checks, drafts and other instruments for the payment of money drawn in the name of the Corporation bearing or purporting to bear the facsimile signature(s) of the Treasurer inclusive of and in favor of any person whose facsimile signature appears thereon, if the facsimile signature(s) thereon, resemble(s) the specimen(s) filed with the Institutions.

That the Institutions are hereby notified that any check in excess of One-hundred Thousand Dollars (\$100,000.00) requires two signatures, both of which may be a facsimile signature.

Exhibit A**City National Bank
Torrance, CA 90503**

Account #	Account Name	Officers Authorized to Sign
014636374	Checking Account	Board Treasurer – Monique Ouwinga Principal – Dr. Laurie Goodman

**FIXED TERM EMPLOYMENT AGREEMENT
BETWEEN
MONARCH RIVER ACADEMY & LAURIE GOODMAN, SENIOR DIRECTOR/PRINCIPAL**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Monarch River Academy. The Board desires to hire employees who will assist Monarch River Academy in achieving the goals and meeting the requirements of the school. The parties recognize that Monarch River Academy is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting Monarch River Academy in implementing its purposes, policies, and procedures.

WHEREAS, Monarch River Academy and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. The charter schools has been established and operate pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* Monarch River Academy charter school has been duly approved by the District, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, Monarch River Academy has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, Monarch River Academy is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of Inspire Charter School - Central, and the employee signing below expressly recognizes that he/she is being employed by Monarch River Academy and not the District.
3. Pursuant to Education Code section 47610, Monarch River Academy must comply with all of the provisions set forth in their charters, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. Monarch River Academy shall be deemed the exclusive public school employer of the employees at Monarch River Academy for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee will perform such duties as Monarch River Academy may reasonably assign and Employee will abide by all School policies and procedures as adopted and amended from time to time.

2. Term and Work Schedule

Subject to Section C, "Termination of Agreement" herein, Monarch River Academy hereby employs Employee for the term of the charter, commencing on or after **November 1, 2018** and ending **June 30, 2019**. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

Monarch River Academy shall have the right to assign or reassign the Employee to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during the contract term. Specific programs will have specific needs. Any question should be directed to the immediate supervisor.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Monarch River Academy.

3. **Compensation**

Employee will receive a gross annual salary of \$62,400 to be paid semi-monthly (twice a month) in equal installments from which the Employer shall withhold all statutory and regular federal and state tax withholdings and other authorized deductions. Employee's compensation shall be prorated for the time actually worked during the duration of this Agreement. This position is exempt from overtime law and shall not be entitled to overtime or to additional compensation for performing duties outside of the scheduled work year/day or for additional tasks or duties assigned.

4. **Employee Benefits**

Employee shall be entitled to participate in designated employee benefit programs and plans established by Monarch River Academy (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by Monarch River Academy in its sole discretion.

5. **Performance Evaluation**

Employee shall receive periodic performance reviews conducted by his/her supervisor in accordance with the Monarch River Academy evaluation policy.

Failure to evaluate Employee shall not prevent Monarch River Academy from disciplining or dismissing Employee in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Monarch River Academy shall only be as specified in this Employment Agreement, the Charter Schools Act and Inspire Charter School - Central's Personnel Handbook, which from time to time may be amended and modified. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights

with Inspire Charter School - Central.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

10. **Conflicts of Interest**

Employee understands that, while employed by Inspire Charter School - Central, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Inspire Charter School - Central.

11. **Outside Professional Activities**

The outside professional activities including consulting, speaking, and writing shall not occur during regular work hours. Monarch River Academy shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **School Intellectual Property and Non-Competition**

Employee may during the course of [his/her] duties be advised of certain confidential business matters and affairs of Employer regarding its business practices, students, suppliers and employees. Employee's duties may also place

Employee in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of Employer and not generally known to the public or competitors. Such proprietary information may include student information, competitive strategies, marketing plans, special designs or systems, and accounting information. Employee shall not, either during [his/her] employment with Employer, or any time in the future, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during [his/her] employment;
- b. individually or in conjunction with any other person, firm, agency, company, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of Employer;
- c. without the written consent of Employer, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of Employer, except to the extent required in the ordinary course of Employee's duties;

Upon termination of employment, Employee is required to immediately return to Employer all property of Employer in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, curriculum, equipment and supplies, promotional materials, and similar items relating to the business of Employer.

C. TERMINATION OF AGREEMENT

This Agreement may be terminated by any of the following:

1. **Early Termination with/without Cause:** The School Administration or Board may unilaterally, and with or without cause or advance notice, terminate this Agreement. In consideration of the right to terminate this Agreement without cause, the School shall pay to Employee his/her salary for fifteen (15) calendar days after termination occurs.
2. **Revocation/Nonrenewal of Charter:** In the event that Monarch River Academy is either revoked or non-renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Section b above.
3. **Death or Incapacitation of Employee:** The death of Employee shall terminate this Agreement and all rights provided under this Agreement. In the event that Employee becomes incapacitated to the extent that, in the judgment of the Board, Employee may no longer perform the essential functions of his/her job with or without reasonable accommodation, as set forth in the job specifications, the Board may terminate this Agreement.

D. NON-RENEWAL/EXPIRATION OF TERM. The Board may elect not to offer future employment agreements to Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

E. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions herein will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

F. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Monarch River Academy on the terms specified herein.
2. All information I have provided to Monarch River Academy related to my employment is true and accurate.
3. This is the entire agreement between Monarch River Academy and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

Address: _____

Telephone: _____ Social Security Number: _____

Monarch River Academy Approval:

Date: _____
_____ Board President, Monarch River Academy

MONARCH RIVER ACADEMY
BOARD RESOLUTION – 2019 - 2

I. Adoption of Monarch River Academy's Principal's Annual Salary

WHEREAS, Monarch River Academy must adopt at a regular scheduled board meeting in open session the compensation of the highest compensated employee of the school. NOWTHEREFORE BE IT RESOLVED, that the Board of Directors approve the annual salary for the Monarch River Academy Principal in the amount of \$62,400. This amount constitutes 37.14% of the Principal's total compensation which is \$168,000 as they are the Principal of two schools.

II. Adoption of Monarch River Academy's Principal's Supplemental Benefits

WHEREAS, Monarch River Academy must adopt at a regular scheduled board meeting in open session the supplemental benefits of the highest compensated employee of the school, the Principal.

NOWTHEREFORE BE IT RESOLVED, that the Board of Directors approve the supplemental benefits/extra pay in the amount of \$350.00 a month, split equally among the two schools, and will include the following:

- i. Vehicle & Cell Phone stipend

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Monarch River Academy a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors of Monarch River Academy which was duly and regularly held on November 20th, 2019, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

WITNESS my hand on _____, 2019.

Secretary of the Board of Directors of
Monarch River Academy