



## **Monarch River Academy**

2293 East Crabtree Avenue, Porterville, CA 93257

Ph (559) 754-1442 | Fax (559) 335-4089

**Regular Scheduled Board Meeting  
Monarch River Academy  
January 23, 2020 – 5:00 pm  
337 N Plaza Drive  
Visalia CA, 93291**

**Through Teleconference**

**Sam Nofziger  
76-6246 Alii Dr  
Kailua-Kona, HI 96740**

### **AGENDA**

1. Call to Order
2. Flag Salute
3. Approval of the Agenda
4. Public Comments
5. Discussion and Potential Action on the Election of Officer Positions
6. Principal's Report
  1. LCAP Update
  2. Academic Progress
  3. January PD Meetings
  4. Directors and Officers Insurance Deductible
  5. Form 700s
  6. SB 126
7. Discussion and Potential Action on November Board Meeting Minutes
8. Discussion and Potential Action on November – December Financials
9. Discussion and Potential Action on the Conflict of Interest Code
10. Discussion and Potential Action on the Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy



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11. Discussion and Potential Action on the Residency Policy
12. Discussion and Potential Action on the Kindergarten and Transitional Kindergarten Policy
13. Discussion and Potential Action on the Foster Youth Policy
14. Discussion and Potential Action on the Transgender and Gender Nonconforming Students Policy
15. Discussion and Potential Action on the Induction Policy
16. Discussion and Potential Action on the School Closure Policy
17. Discussion and Potential Action on the Educational Materials and Restitution Policy
18. Discussion and Potential Action on the Healthy Youth Act Curriculum
19. Discussion and Potential Action on the Master Agreement
20. Discussion and Potential Action on the Board Meeting Calendar
21. Board of Directors Requests
22. Announcement of Next Regular Scheduled Board Meeting
23. 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)).



## **MONARCH RIVER ACADEMY**

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### **Monarch River**

1. LCAP Update
  - A plan has been developed and the National Center for Urban School Transformation has assigned a consultant to us because we have 24 low performing students that helped us qualify for a grant. Dr. Peterson is working with us on a current year plan and plans for next year.
2. Student Achievement
  - High school course completion and graduation timeline
  - Intervention program for grades 3-5
3. January Staff Meetings
  - We are continuing to support families with a focus on achievement. We are taking input and planning for next year.
4. Directors and Officers Insurance Deductible
5. Form 700s
6. SB 126

## Underwritten by Scottsdale Insurance Company

A Stock Insurance Company, herein called the **Insurer**  
 Home Office:  
 One Nationwide Plaza • Columbus, Ohio 43215  
 Administrative Office:  
 8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
 1-800-423-7675

Business and  
 Management  
 Indemnity  
 Master Policy  
 Non-Profit  
 Organizations  
 Certificate of  
 Insurance

**TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THE MASTER POLICY APPLICABLE TO THIS CERTIFICATE OF INSURANCE.**

### Certificate of Insurance

**Certificate of Insurance for Policy** Number: EKS3297732

**Certificate** Number: 3297732-260

Item **Parent Organization:** Monarch River Academy

1. Principal Address: 1740 E. Huntington Drive, Suite 205  
Duarte, CA 91010

Item **Certificate Inception Date:** 11/15/2019

2. 12:01 a.m. local time at the Principal Address shown in Item 1.

Item Coverage Section(s):

3.

Employment Practices

1. Limit of Liability

- a. \$1,000,000 maximum aggregate for this Coverage Section
- b. \$100,000 maximum aggregate for this Coverage Section for all **Costs, Charges and Expenses** as a result of all **Immigration Claims**
- c. \$250,000 maximum aggregate for this Coverage Section for all **Costs, Charges and Expenses** as a result of all **Wage and Hour Claims**

2. Retentions:

- a. \$100,000 each **Employment Practices Claim**
- b. \$100,000 each **Third Party Claim**
- c. \$100,000 each **Immigration Claim**
- d. \$100,000 each **Wage and Hour Claim**

3. **Continuity Date:** 7/21/2014

4. **Third Party Coverage:** X Yes      No

Insured Person and Organization

1. Limit of Liability

- a. \$1,000,000 maximum aggregate for this Coverage Section
- b. N/A maximum aggregate for all **Costs, Charges and Expenses** as a result of all **IEP Claims**
- c. \$10,000 Crisis Management Fund

2. Retentions:

- a. \$0 each **Claim** as respects **Insured Persons**
- b. \$100,000 each **Claim** as respects the **Organization**
- c. N/A each **IEP Claim**

3. **Continuity Date:** 7/21/2014

4. IEP Prior and Pending Date: N/A

5. Crisis Fund Filed Pending Date: 7/21/2014

## Fiduciary

## 1. Limit of Liability

- a. \$1,000,000 aggregate for all **Loss** for all **Claims**,
- b. \$100,000 aggregate for all **Voluntary Compliance Loss** and **Delinquent Filer Penalties**,
- c. \$100,000 aggregate for all **HIPAA Expenses**,
- d. \$50,000 aggregate for all **PPACA Violation Expenses**,
- e. \$100,000 aggregate for all **IRS Expenses**,
- f. \$100,000 aggregate for all **ERISA Expenses**,
- g. \$1,000,000 maximum aggregate for this Coverage Section.

2. Retention: \$0 each **Claim**3. **Continuity Date:** 7/21/20144. **Voluntary Compliance Loss** and **Delinquent Filer Penalties** Coverage Purchased: YES.

Item

4. Premium: \$2,696

Item

5. **Discovery Period**

- 1. One (1) year 100% of the premium
- 2. Two (2) years 125% of the premium
- 3. Three (3) years 150% of the premium

As provided in subsection H. of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item Notices to **Insurer:**6. Notice of Claims to:

Scottsdale Indemnity Company  
 Attention: Claims Manager  
 7 World Trade Center, 33rd Floor  
 250 Greenwich Street  
 New York, NY 10007

Other Notices to:

Scottsdale Indemnity Company  
 Attention: Claims Manager  
 7 World Trade Center, 33rd Floor  
 250 Greenwich Street  
 New York, NY 10007

FSReportALoss@freedomsspecialtyins.com FSReportALoss@freedomsspecialtyins.com



## **Form 700 – Statements of Economic Interest**

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability in two ways:

1. It provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interest of the public and not enhancing their personal finances.
2. It serves as a reminder to the public official of potential conflicts of interest the official can abstain from making or participating in governmental decisions that are deemed conflicts of interest.

All board members are required to complete this form on an annual basis and when assuming or leaving a position on the board. We will be filing these forms with the Tulare County Board of Supervisors.

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)**SB-126 Charter schools.** (2019-2020)

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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.



**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

Attendance: Craig Wheaton, Monique Ouwinga, Sarah Sanchez, Sam Nofziger

Absent: None

Also Present: Dr. Laurie Goodman, Bryanna Brossman, Steph Johnson, Dr. Rob Hudson

**Call to Order:**

Craig Wheaton called the meeting to order at 5:20 pm.

**Flag Salute:**

The flag salute was conducted.

**Public Comments:**

None.

**Approval of the Agenda:**

Monique Ouwinga motioned to approve the agenda, Sarah Sanchez seconded.

-Unanimous.

**Closed Session – Potential Litigation:**

Sarah Sanchez motioned to enter closed session at 5:26 pm. Sam Nofziger seconded.

-Unanimous.

Sarah Sanchez motioned to exit closed session at 5:43 pm. Sam Nofziger seconded.

-Unanimous.

No action was taken in closed session.

**Principals Report:**

The Board of Directors was presented with a report from the Principal on the following:

- Enrollment
- NHS and NJHS Membership
- SB 126
- Structure of the Schools and an Organizational Chart
- Description of Services of the District Services Agreement
- Check Signers Follow-Up
- Recommendations for Legal Counsel and Agreements



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**Discussion on the Summary of Insurance Coverage:**

The Board was presented with information on the Summary of Insurance Coverage.

**Discussion and Potential Action on the Board Meeting Minutes:**

Sarah Sanchez motioned to approve the Board Meeting Minutes from October 24, 2019 with an amendment to the flag salute wording. Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on the October Financials:**

Sarah Sanchez motioned to approve the October Financials. Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on the First Interim Report:**

Sam Nofziger motioned to approve the First Interim Report. Sarah Sanchez seconded.

-Unanimous.

**Discussion and Potential Action on the Conflict of Interest Code:**

Sam Nofziger motioned to approve the Conflict of Interest Code, Sarah Sanchez seconded.

-Unanimous.

**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:**

Sam Nofziger motioned to approve the Resolution of the Board of Directors of the Monarch River Academy Joining the California Charter Schools Joint Powers Authority, Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on the Healthy Youth Act Curriculum:**

The board was presented with information on the Healthy Youth Act Curriculum. No action taken.

**Discussion and Potential Action on the Canva Account Purchase:**

Sarah Sanchez motioned to approve the Canva Account Purchase. Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on the Non-Compliance Policy:**

Sarah Sanchez motioned to approve the Non-Compliance Policy. Sam Nofziger seconded.

-Unanimous.



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**Discussion and Potential Action on the Investigation Process Regarding Residency:**

Sarah Sanchez motioned to approve the Investigation Process Regarding Residency. Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on the Withdrawal Policy and Disenrollment Letter:**

Sam Nofziger motioned to approve the Withdrawal Policy and Disenrollment Letter. Sarah Sanchez seconded.

-Unanimous.

**Discussion and Potential Action on the Vendor Agreements:**

Sarah Sanchez motioned to approve the Vendor Agreements. Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on the Promotion, Acceleration and Retention Policy:**

Monique Ouwinga motioned to approve the Promotion, Acceleration and Retention Policy.

Sarah Sanchez seconded.

-Unanimous.

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

Sam Nofziger motioned to approve the appointment of Ashley Wiens to the Monarch River Academy Board. Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on Officer Elections:**

Sarah Sanchez motioned to table this item until January, Monique Ouwinga seconded.

-Unanimous.

**Discussion and Potential Action on Bank Account Check Signers:**

Sam Nofziger motioned to approve Monique Ouwinga and Laurie Goodman as the Bank Account Check Signers. Sarah Sanchez seconded.

-Unanimous.

**Discussion and Potential Action on the Principal's Contract:**

Monique Ouwinga motioned to approve the Principal's Contract, Sam Nofziger seconded.

-Unanimous.

**Discussion and Potential Action on the Board Resolution to Approve the Principal's Salary and Supplemental Benefits:**

Sarah Sanchez motioned to approve the Board Resolution to Approve the Principal's Salary and Supplemental Benefits, Sam Nofziger seconded.

-Unanimous.



***MONARCH RIVER ACADEMY***

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**Board of Director's Requests:**

The board did not have any requests.

**Adjournment:**

Sam Nofziger motioned to adjourn the meeting at 6:45 pm. Sarah Sanchez seconded.

-Unanimous.

Prepared by:

Bryanna Brossman

Noted by:

Board Secretary

# **Monarch River Academy**

Monthly Financial Presentation –December 2019

# MONARCH RIVER - Highlights

- Annual projected revenue increased from November to December by 110k due to UPP% adjustment.
- Year-to-date expenses remain under budget due ADA.
- Current Pupil:Teacher Ratio just above the 25:1 threshold and 40/80% spending requirement has been met.

Cert.	Instr.
43.0%	81.3%
263,219	114,841

Pupil:Teacher Ratio
25.31 :1

- Ending annual surplus through year end is forecasted at \$792k

# MONARCH RIVER - Revenue

- November total revenue was based on 888 ADA.
- Current forecasted revenue is based on 885 ADA.
- UPP% has been adjusted to 39.44%.
- YTD variance is due to timing of revenue payments.

## Revenue

Year-to-Date		
Actual	Budget	Fav/(Unf)
\$ 4,493,468	\$ 3,559,707	\$ 933,761
-	55,476	(55,476)
-	252,310	(252,310)
<u>1</u>	<u>-</u>	<u>1</u>
<u>\$ 4,493,469</u>	<u>\$ 3,867,493</u>	<u>\$ 625,976</u>

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 8,056,335	\$ 9,505,986	\$ (1,449,652)
92,114	110,952	(18,839)
602,282	722,257	(119,975)
1	-	1
<b>\$ 8,750,731</b>	<b>\$ 10,339,196</b>	<b>\$ (1,588,465)</b>



# MONARCH RIVER - Expenses

- Expenses remain favorable year-to-date.
- Salary forecasted based on payroll through 12/31 and staffing adjustments.

Expenses	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 1,337,370	\$ 1,590,575	\$ 253,205	\$ 2,716,019	\$ 3,181,150	\$ 465,131
Classified Salaries	18,264	-	(18,264)	42,591	-	(42,591)
Benefits	381,790	501,910	120,121	807,265	1,013,425	206,160
Books and Supplies	518,702	581,542	62,841	1,088,515	1,461,139	372,624
Subagreement Services	965,089	1,140,317	175,228	2,342,245	2,952,687	610,442
Operations	11,117	28,641	17,524	30,695	78,392	47,697
Facilities	-	19,625	19,625	-	39,249	39,249
Professional Services	224,308	412,883	188,574	722,384	1,067,330	344,946
Depreciation	-	-	-	-	-	-
Interest	129,210	19,600	(109,610)	208,881	120,400	(88,481)
<b>Total Expenses</b>	<b>\$ 3,585,849</b>	<b>\$ 4,295,093</b>	<b>\$ 709,244</b>	<b>\$ 7,958,594</b>	<b>\$ 9,913,772</b>	<b>\$ 1,955,178</b>

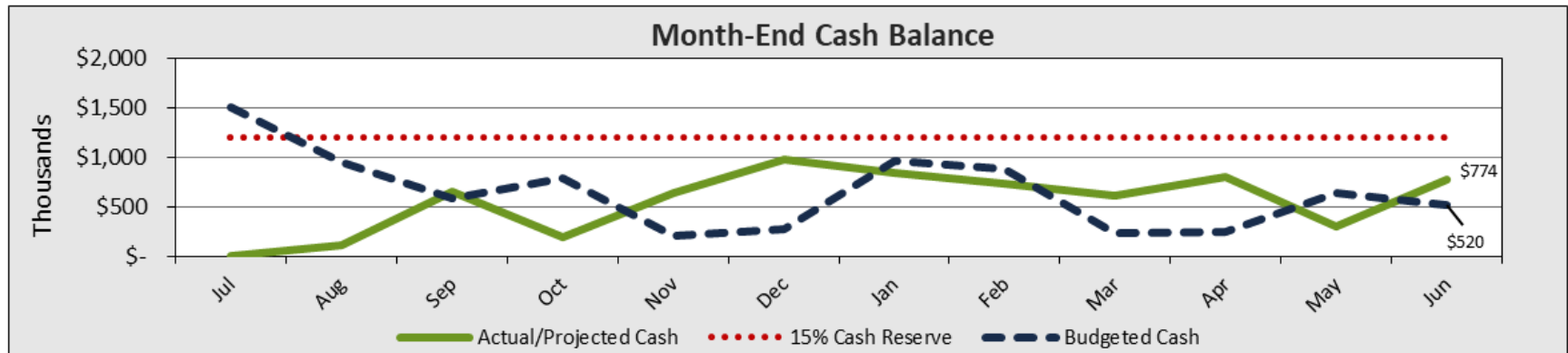
# MONARCH RIVER- Fund Balance

- From November to December forecasted surplus increased by \$61k.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 907,620	\$ (427,600)	\$ 1,335,219	\$ 792,137	\$ 425,424	\$ 366,713
Beginning Fund Balance	-	-		-	-	
Ending Fund Balance	<u>\$ 907,620</u>	<u>\$ (427,600)</u>		<u>\$ 792,137</u>	<u>\$ 425,424</u>	
As a % of Annual Expenses	11.4%	-4.3%		10.0%	4.3%	

# MONARCH RIVER - Cash Balance

- Positive Cash balance projected until year-end through sales of receivables.



# MONARCH RIVER - Compliance Reporting

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required
DATA TEAM	Jan-07	<b>CALPADS - Fall 2 Submission Window opens-</b> Fall 2 data is used for many purposes by the US department of education and California department of education. At the federal and state level, the data is also used in the production of many reports, some of which are used to determine eligibility for funding or grants. Fall 2 reporting includes three main data groups: student course enrollments, staff assignments, FTE percentage and English learner education services. Data is reported as of October 2, 2019. Schools have until late March to submit certified data.	Monarch River	No	No
FINANCE	Jan-17	<b>Mid-Year Expenditure Report due to SELPA</b> - Interim financial reporting for actuals through December 31 are due to El Dorado Charter SELPA.	Charter Impact	No	No
DATA TEAM	Jan-24	<b>CALPADS - Fall 1 Amendment deadline</b> - Final opportunity to review and correct your certified CALPADS - Fall 1 student data. Students' program eligibility information associated with lunch, special education, homeless, English language learner, school enrollment and graduation statuses will be submitted to the CDE. This data will be used to in CDE's CA Dashboard calculations and determine access to funding such as student meal reimbursements and unduplicated count factors.	Monarch River	No	No
DATA TEAM	Feb-01	<b>School Accountability Report Card</b> - All public schools in California are required to prepare an annual SARC (2018/19). SARCs are intended to provide the public with important information about each public school and to communicate a school's progress in achieving its goals. EC Section 35256 requires LEA governing boards to approve SARCs for publications.	Monarch River	Yes	No
FINANCE	Feb-20	<b>Certification of the First Principal Apportionment</b> - The Principal Apportionment includes funding for the Local Control Funding Formula, the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The First Principal Apportionment (P-1), certified by February 20, is based on the first period data that LEAs report to CDE in November through January. P-1 supersedes the Advance Apportionment calculations and establishes each LEA's monthly state aid payment for February through May.	Charter Impact	No	Yes
FINANCE	Feb-22	<b>CSFA Charter School Revolving Loan Application</b> - The CA School Finance Authority's Charter School Revolving Loan Fund provides low-interest loans of up to \$250,000 to new charter schools in their first charter term to assist them with meeting the purposes of the school's approved charter. The program is available to any charter school that is not a conversion of an existing public school, and that has not yet completed the full term of its initial charter. Applications are due February 22, 2020.	Monarch River with Charter Impact Support	Yes	Yes
FINANCE	Feb-26	<b>E-Rate FCC Form 470 Due date (FY2020)</b> - To requests bids for service, applicants certify an FCC Form 470 in the E-rate Productivity Center (EPC). This is a formal process to identify and request the products and services you need so that potential service providers can review your requests and submit bids. The FCC Form 470 must be certified in EPC at least 28 days before the close of the filing window. February 26, 2020 is the deadline to certify an FY2020 FCC Form 470 and still be able to certify an FCC Form 471 within the FY2020 filing window.	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 01/20/20

ADA = 885.71



### Revenues

#### State Aid - Revenue Limit

8011	LCFF State Aid	-	-	-	4,439,668	-	-	865,585	-	417,587	417,587	417,587	417,587	783,994
8012	Education Protection Account	-	-	-	53,800	-	-	53,800	-	-	25,713	-	-	43,829
8096	In Lieu of Property Taxes	-	-	-	-	-	-	-	104,443	52,221	52,221	52,221	52,221	(193,731)
		-	-	-	4,493,468	-	-	919,385	104,443	469,809	495,521	469,809	469,809	634,092

#### Federal Revenue

8181	Special Education - Entitlement	-	-	-	-	-	-	-	18,423	18,423	18,423	18,423	18,423	0
		-	-	-	-	-	-	-	18,423	18,423	18,423	18,423	18,423	0

#### Other State Revenue

8311	State Special Education	-	-	-	-	-	-	-	83,788	83,788	83,788	83,788	83,788	0
8560	State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	183,342
		-	-	-	-	-	-	-	83,788	83,788	83,788	83,788	83,788	183,342

#### Other Local Revenue

8660	Interest Revenue	-	-	-	1	-	-	-	-	-	-	-	-	-
		-	-	-	1	-	-	-	-	-	-	-	-	-

### Total Revenue

		-	-	-	4,493,469	-	-	919,385	206,654	572,019	597,732	572,019	572,019	817,434
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### Expenses

#### Certificated Salaries

1100	Teachers' Salaries	121,783	183,007	177,711	175,737	138,753	189,866	164,833	164,833	164,833	164,833	164,833	164,833	-
1175	Teachers' Extra Duty/Stipends	5,958	15,131	29,331	25,802	23,363	24,413	24,725	24,725	24,725	24,725	24,725	24,725	-
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	-
1300	Administrators' Salaries	27,208	27,775	33,344	26,658	50,492	18,659	32,492	32,492	32,492	32,492	32,492	32,492	-
		156,824	235,514	248,111	235,923	220,333	240,664	229,775	229,775	229,775	229,775	229,775	229,775	-

#### Classified Salaries

2100	Instructional Salaries	-	4,001	3,905	4,054	3,088	3,215	4,054	4,054	4,054	4,054	4,054	4,054	-
		-	4,001	3,905	4,054	3,088	3,215	4,054	4,054	4,054	4,054	4,054	4,054	-

#### Benefits

3101	STRS	26,561	39,808	41,542	39,915	39,078	38,407	39,889	39,889	39,889	39,889	39,889	39,889	-
3301	OASDI	-	248	242	251	191	199	287	287	287	287	287	287	-
3311	Medicare	2,179	3,376	3,495	3,329	3,106	3,378	3,449	3,449	3,449	3,449	3,449	3,449	-
3401	Health and Welfare	(6,686)	29,163	19,611	23,171	16,770	31,450	21,500	21,500	21,500	21,500	21,500	21,500	-
3501	State Unemployment	5,109	4,135	1,174	567	(237)	17	5,268	4,214	2,107	1,054	1,054	1,054	-
3601	Workers' Compensation	-	4,080	2,040	2,040	2,040	2,040	3,330	3,330	3,330	3,330	3,330	3,330	-
		27,162	80,810	68,104	69,274	60,949	75,491	73,722	72,668	70,561	69,508	69,508	69,508	-

#### Books and Supplies

4302	School Supplies	61,889	71,927	93,699	90,905	69,247	62,879	63,248	63,248	63,248	63,248	63,248	63,248	-
4305	Software	5,455	1,418	4,435	1,830	6,003	46,287	10,075	10,075	10,075	10,075	10,075	10,075	-
4310	Office Expense	-	1,614	257	236	393	229	1,550	1,550	1,550	1,550	1,550	1,550	-
4311	Business Meals	-	-	-	(481)	481	-	333	333	333	333	333	333	-
4400	Noncapitalized Equipment	-	-	-	-	-	-	19,763	19,763	19,763	19,763	19,763	19,763	-
		67,343	74,959	98,391	92,490	76,124	109,394	94,969	94,969	94,969	94,969	94,969	94,969	-

#### Subagreement Services

5102	Special Education	-	1,237	14,833	9,912	40,546	36,414	22,881	22,881	22,881	22,881	22,881	22,881	-
5106	Other Educational Consultants	10,121	74,059	44,593	92,637	51,994	91,060	135,179	135,179	135,179	135,179	135,179	135,179	-
5107	Instructional Services	-	-	248,841	82,947	82,947	82,947	71,466	71,466	71,466	71,466	71,466	71,466	-
		10,121	75,295	308,268	185,496	175,487	210,421	229,526	229,526	229,526	229,526	229,526	229,526	-

#### Operations and Housekeeping

5201	Auto and Travel	-	133	979	877	1,191	-	1,243	1,243	1,243	1,243	1,243	1,243	-
5300	Dues & Memberships	-	-	160	-	-	-	-	-	-	-	-	-	-
5400	Insurance	-	2,592	1,296	1,296	1,296	1,296	2,020	2,020	2,020	2,020	2,020	2,020	-
		-	2,725	2,435	2,173	2,487	1,296	3,263	3,263	3,263	3,263	3,263	3,263	-

#### Facilities, Repairs and Other Leases

5601	Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
5602	Additional Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-

#### Professional/Consulting Services

5801	IT	-	-	663	-	-	-	-	-	-	-	-	-	-
5803	Legal	3,101	2,451	3,500	2,232	-	-	1,554	1,554	1,554	1,554	1,554	1,554	-
5804	Professional Development	55	-	-	-	-	-	-	-	-	-	-	-	-
5805	General Consulting	750	750	-	750	2,050	1,000	1,329	1,329	1,329	1,329	1,329	1,329	-
5806	Special Activities/Field Trips	12,930	14,067	12,837	10,763	3,623	425	10,655	10,655	10,655	10,655	10,655	10,655	-
5807	Bank Charges	-	-	352	148	103	236	74	74	74	74	74	74	-
5808	Printing	-	-	-	-	10	-	112	112	112	112	112	112	-
5809	Other taxes and fees	-	-	-	21	-	23	443	443	443	443	443	443	-
5811	Management Fee	-	-	75,734	25,245	25,245	25,245	21,751	21,751	21,751	21,751	21,751	21,751	-
5812	District Oversight Fee	-	-	-	-	-	-	27,582	3,133	14,094	14,866	14,094	14,094	-
5814	SPED Encroachment	-	-	-	-	-	-	-	8,177	8,177	8,177	8,177	8,177	-
5815	Public Relations/Recruitment	-	-	-	-	-	-	-	-	-	-	-	-	-
		16,837	17,268	93,086	39,158	31,031	26,929	63,498	47,227	58,188	58,959	58,188	58,188	-

#### Depreciation

6900	Depreciation Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-

Annual Forecast	Annual Budget	Favorable / (Unfav.)
	ADA 1066.85	
7,759,596	9,169,545	(1,409,949)
177,142	213,370	(36,228)
119,597	123,072	(3,475)
8,056,335	9,505,986	(1,449,652)
92,114	110,952	(18,839)
92,114	110,952	(18,839)
418,940	504,620	(85,680)
183,342	217,637	(34,296)
602,282	722,257	(119,975)
1	-	1
1	-	1
8,750,731	10,339,196	(1,588,465)
1,975,851	2,746,500	770,649
272,347	274,650	2,303
88,733	35,000	(53,733)
379,086	125,000	(254,086)
2,716,019	3,181,150	465,131
42,591	-	(42,591)
42,591	-	(42,591)
464,643	531,252	66,609
2,855	-	(2,855)
39,554	46,127	6,572
242,478	367,500	125,022
25,514	24,010	(1,504)
32,220	44,536	12,316
807,265	1,013,425	206,160
830,032	1,003,069	173,037
125,877	291,250	165,373
12,029	22,404	10,375
2,000	1,120	(880)
118,576	143,296	24,720
1,088,515	1,461,139	372,624
240,228	330,724	90,496
1,175,539	1,432,956	257,417
926,478	1,189,008	262,529
2,342,445	2,952,687	610,442
10,637	17,966	7,329
160	6,742	6,582
19,898	29,200	9,301
30,695	78,392	47,697
-	33,691	33,691
-	1,067	1,067
-	39,249	39,249
663	-	(663)
20,606	22,457	1,852
55	22,681	22,626
13,271	16,003	2,731
118,576	286,591	168,015
1,286	896	(390)
680	1,344	664
2,701	5,334	2,633
281,972	361,872	79,900
241,690	285,180	43,490
40,884	49,246	8,361
-	8,983	8,983
722,384	1,067,330	344,946
-	-	-
-	-	-

# Monarch River Academy

## Monthly Cash Flow/Forecast FY19-20

Revised 01/20/20

ADA = 885.71



### 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
	-	-	60,762	-	34,492	33,956	11,349	10,523	-	29,768	-	28,031	-
	-	-	60,762	-	34,492	33,956	11,349	10,523	-	29,768	-	28,031	-
<b>Total Expenses</b>	<b>278,288</b>	<b>490,571</b>	<b>883,062</b>	<b>628,569</b>	<b>603,992</b>	<b>701,368</b>	<b>710,157</b>	<b>692,006</b>	<b>690,337</b>	<b>719,822</b>	<b>689,283</b>	<b>717,314</b>	<b>153,827</b>
<b>Monthly Surplus (Deficit)</b>	<b>(278,288)</b>	<b>(490,571)</b>	<b>(883,062)</b>	<b>3,864,900</b>	<b>(603,992)</b>	<b>(701,368)</b>	<b>209,228</b>	<b>(485,352)</b>	<b>(118,317)</b>	<b>(122,090)</b>	<b>(117,264)</b>	<b>(145,295)</b>	<b>663,607</b>
<b>Cash Flow Adjustments</b>													
Monthly Surplus (Deficit)	(278,288)	(490,571)	(883,062)	3,864,900	(603,992)	(701,368)	209,228	(485,352)	(118,317)	(122,090)	(117,264)	(145,295)	663,607
Cash flows from operating activities													
Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(817,434)
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-
Due To/From Related Parties	155,962	564,234	(2,332,360)	(508,849)	277,081	452,121					16,330		-
Prepaid Expenses	-	(6,673)	-	(16,415)	16,415	(108,192)		-	-	-	-	-	-
Accounts Payable	3,681	27,150	29,795	(19,941)	(3,840)	(33,225)	-	-	-	-	-	-	153,827
Accrued Expenses	123,645	18,521	(50,129)	(6,346)	2,321	(19,563)	-	-	-	-	-	-	-
Cash flows from financing activities													
Proceeds from Factoring	-	-	3,773,700	-	757,900	749,500	405,328	375,828	-	1,063,130	-	1,001,099	-
Payments on Factoring	-	-	-	(3,773,700)	-	-	(757,900)	-	-	(749,500)	(405,328)	(375,828)	-
<b>Total Change in Cash</b>	<b>5,000</b>	<b>112,662</b>	<b>537,943</b>	<b>(460,352)</b>	<b>445,885</b>	<b>339,273</b>	<b>(143,343)</b>	<b>(109,524)</b>	<b>(118,317)</b>	<b>191,540</b>	<b>(506,263)</b>	<b>479,976</b>	
<b>Cash, Beginning of Month</b>	<b>-</b>	<b>5,000</b>	<b>117,662</b>	<b>655,605</b>	<b>195,253</b>	<b>641,138</b>	<b>980,411</b>	<b>837,068</b>	<b>727,544</b>	<b>609,227</b>	<b>800,767</b>	<b>294,504</b>	
<b>Cash, End of Month</b>	<b>5,000</b>	<b>117,662</b>	<b>655,605</b>	<b>195,253</b>	<b>641,138</b>	<b>980,411</b>	<b>837,068</b>	<b>727,544</b>	<b>609,227</b>	<b>800,767</b>	<b>294,504</b>	<b>774,480</b>	

Annual Forecast
208,881
208,881
7,958,594
792,137
10.0%
792,137
-
(817,434)
-
(1,375,481)
(114,865)
157,446
68,448
8,126,486
(6,062,257)

Annual Budget	Favorable / (Unfav.)
120,400	(88,481)
120,400	(88,481)
9,913,772	1,955,178
425,424	366,713

Cert.	Instr.
43.0%	81.3%
263,219	114,841

Pupil:Teacher Ratio
25.31

# Monarch River Academy

## Budget vs Actual

For the period ended December 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	9,169,545
Education Protection Account	-	53,343	(53,343)	53,800	106,685	(52,885)	213,370
In Lieu of Property Taxes	-	9,846	(9,846)	-	61,536	(61,536)	123,072
Total State Aid - Revenue Limit	-	63,188	(63,188)	4,493,468	3,559,707	933,761	9,505,986
Federal Revenue							
Federal Special Education - IDEA	-	8,876	(8,876)	-	55,476	(55,476)	110,952
Total Federal Revenue	-	8,876	(8,876)	-	55,476	(55,476)	110,952
Other State Revenue							
State Special Education - AB602	-	40,370	(40,370)	-	252,310	(252,310)	504,620
State - State Lottery	-	-	-	-	-	-	217,637
Total Other State Revenue	-	40,370	(40,370)	-	252,310	(252,310)	722,257
Other Local Revenue							
Interest Revenue	-	-	-	1	-	1	-
Total Other Local Revenue	-	-	-	1	-	1	-
Total Revenue	-	112,434	(112,434)	4,493,469	3,867,493	625,976	10,339,196
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	189,866	228,875	39,009	986,856	1,373,250	386,394	2,746,500
Certificated Teachers' Extra Duties/Stipends	24,413	22,888	(1,525)	123,998	137,325	13,327	274,650
Certificated Pupil Support Salaries	7,726	2,917	(4,809)	42,379	17,500	(24,879)	35,000
Certificated Supervisors' and Administrators' Salaries	18,659	10,417	(8,242)	184,136	62,500	(121,636)	125,000
Total Certificated Salaries	240,664	265,096	24,432	1,337,370	1,590,575	253,205	3,181,150
Classified Salaries							
Classified Instructional Salaries	3,215	-	(3,215)	18,264	-	(18,264)	-
Total Classified Salaries	3,215	-	(3,215)	18,264	-	(18,264)	-
Benefits							
State Teachers' Retirement System, certificated positions	38,407	44,271	5,864	225,311	265,626	40,315	531,252
OASDI/Medicare/Alternative, certificated positions	199	-	(199)	1,132	-	(1,132)	-
Medicare certificated positions	3,378	3,844	466	18,862	23,063	4,201	46,127
Health and Welfare Benefits, certificated positions	31,450	30,625	(825)	113,478	183,750	70,272	367,500
State Unemployment Insurance, certificated positions	17	1,201	1,183	10,765	7,203	(3,562)	24,010
Workers' Compensation Insurance, certificated positions	2,040	3,711	1,671	12,241	22,268	10,027	44,536
Total Benefits	75,491	83,652	8,160	381,790	501,910	120,121	1,013,425
Books & Supplies							
School Supplies	62,879	100,307	37,428	450,545	371,136	(79,409)	1,003,069
Software	46,287	24,271	(22,017)	65,427	145,625	80,198	291,250
Office Expense	229	1,867	1,638	2,729	11,202	8,473	22,404
Business Meals	-	93	93	-	560	560	1,120
Noncapitalized Equipment	-	14,330	14,330	-	53,019	53,019	143,296
Total Books & Supplies	109,394	140,868	31,473	518,701	581,542	62,841	1,461,139
Subagreement Services							
Special Education	36,414	27,560	(8,854)	102,943	165,362	62,419	330,723
Other Educational Consultants	91,060	143,296	52,236	364,464	530,194	165,730	1,432,956
Instructional Services	82,947	12,930	(70,017)	497,683	444,762	(52,921)	1,189,008
Total Subagreement Services	210,421	183,786	(26,636)	965,089	1,140,317	175,228	2,952,687



# Monarch River Academy

## Budget vs Actual

For the period ended December 31, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Operations & Housekeeping							
Auto and Travel Expense	-	-	-	3,180	-	(3,180)	17,966
Dues & Memberships	-	562	562	160	3,371	3,211	6,742
Insurance	1,296	2,433	1,137	7,777	14,600	6,823	29,200
Utilities	-	131	131	-	784	784	1,568
Janitorial/Trash Removal	-	37	37	-	224	224	448
Communications	-	562	562	-	3,371	3,371	6,742
Postage and Shipping	-	1,573	1,573	-	6,290	6,290	15,725
Total Operations & Housekeeping	1,296	5,298	4,001	11,117	28,641	17,524	78,392
Facilities, Repairs & Other Leases							
Rent	-	2,808	2,808	-	16,846	16,846	33,691
Additional Rent	-	89	89	-	533	533	1,067
Repairs and Maintenance	-	374	374	-	2,246	2,246	4,491
Total Facilities, Repairs & Other Leases	-	3,271	3,271	-	19,625	19,625	39,249
Professional/Consulting Services							
IT	-	-	-	663	-	(663)	-
Audit and Tax	-	2,248	2,248	-	6,743	6,743	6,743
Legal	-	1,871	1,871	11,284	11,229	(55)	22,457
Professional Development	-	2,268	2,268	55	9,072	9,017	22,681
General Consulting	1,000	1,600	600	5,300	6,401	1,101	16,003
Special Activities	425	28,659	28,234	54,645	106,039	51,394	286,591
Bank Charges	236	90	(147)	840	358	(481)	896
Printing	-	134	134	10	538	527	1,344
Other Taxes and Fees	23	533	510	44	2,134	2,090	5,334
Management Fee	25,245	3,935	(21,310)	151,469	135,362	(16,106)	361,872
District Oversight Fee	-	1,896	1,896	-	106,791	106,791	285,180
SELPA Fees	-	3,940	3,940	-	24,623	24,623	49,246
Public Relations	-	898	898	-	3,593	3,593	8,983
Total Professional/Consulting Services	26,929	48,073	21,144	224,308	412,883	188,574	1,067,330
Interest							
Interest Expense	33,956	19,600	(14,356)	129,210	19,600	(109,610)	120,400
Total Interest	33,956	19,600	(14,356)	129,210	19,600	(109,610)	120,400
Total Expenses	701,368	749,642	48,275	3,585,849	4,295,093	709,244	9,913,773
Change in Net Assets	(701,368)	(637,208)		907,620	(427,600)		425,424
Net Assets, Beginning of Period	1,608,987			-			
Net Assets, End of Period	<u>\$ 907,620</u>			<u>\$ 907,620</u>			

**Monarch River Academy****Statement of Financial Position****December 31, 2019**

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 980,411	\$ -	\$ 980,411	0%
Factored Receivables	(1,507,400)	-	(1,507,400)	0%
Due to/from Related Parties	1,391,811	-	1,391,811	0%
Prepaid Expenses	114,865	-	114,865	0%
Total Current Assets	979,687	-	979,687	0%
Total Assets	<u>\$ 979,687</u>	<u>\$ -</u>	<u>\$ 979,687</u>	0%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 3,619	\$ -	\$ 3,619	0%
Accrued Liabilities	68,448	-	68,448	0%
Total Current Liabilities	72,067	-	72,067	0%
Total Liabilities	72,067	-	72,067	0%
Net Assets	907,620	-	907,620	0%
Total Liabilities & Net assets	<u>\$ 979,687</u>	<u>\$ -</u>	<u>\$ 979,687</u>	0%

## Monarch River Academy

### Statement of Cash Flows

For the period ended December 31, 2019

	Month Ended 12/31/2019	YTD Ended 12/31/2019
Cash Flow from Operating Activities		
Changes in Net Assets:	\$ (701,368)	\$ 907,620
Decrease / (Increase) in Operating Assets:		
Grants, Contributions & Pledges Receivable	749,500	1,507,400
Due to/from Related Parties	452,121	(1,391,811)
Prepaid Expenses	(108,192)	(114,865)
(Decrease) / Increase in Operating Liabilities		
Accounts Payable	(33,225)	3,619
Accrued Expenses	(19,563)	68,448
Total Cash Flow from Operating Activities	<u>1,040,641</u>	<u>72,792</u>
Change in Cash & Cash Equivalents	339,273	980,411
Cash & Cash Equivalents, Beginning of Period	641,138	-
<b>Cash &amp; Cash Equivalents, End of Period</b>	<b><u>\$ 980,411</u></b>	<b><u>\$ 980,411</u></b>

# Monarch River Academy

## Accounts Payable Aging

December 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.	901371	11/14/2019	1/13/2020	\$ 55	\$ -	\$ -	\$ -	\$ -	\$ 55
Educational Development Corporation	DIR5243416	11/24/2019	1/24/2020	94	-	-	-	-	94
Educational Development Corporation	DIR5243417	11/24/2019	1/24/2020	157	-	-	-	-	157
Educational Development Corporation	DIR5353013	12/12/2019	2/11/2020	94	-	-	-	-	94
Home Science Tools	968322A	12/6/2019	2/4/2020	34	-	-	-	-	34
LEGO Education	1190414071	12/12/2019	2/10/2020	231	-	-	-	-	231
Math-U-See Inc.	0587869-IN	11/15/2019	1/14/2020	106	-	-	-	-	106
Math-U-See Inc.	0588374-IN	11/21/2019	1/20/2020	116	-	-	-	-	116
Math-U-See Inc.	0588376-IN	11/21/2019	1/20/2020	116	-	-	-	-	116
Math-U-See Inc.	0588759-IN	11/26/2019	1/25/2020	56	-	-	-	-	56
Math-U-See Inc.	0589872-IN	12/12/2019	2/10/2020	116	-	-	-	-	116
Rainbow Resource Center	2800099	11/14/2019	1/13/2020	24	-	-	-	-	24
Rainbow Resource Center	2800455	11/14/2019	1/13/2020	14	-	-	-	-	14
Rainbow Resource Center	2800620	11/14/2019	1/13/2020	58	-	-	-	-	58
Rainbow Resource Center	2800621	11/14/2019	1/13/2020	161	-	-	-	-	161
Rainbow Resource Center	2801918	11/19/2019	1/18/2020	95	-	-	-	-	95
Rainbow Resource Center	2802014	11/18/2019	1/17/2020	120	-	-	-	-	120
Rainbow Resource Center	2802206	11/19/2019	1/18/2020	137	-	-	-	-	137
Rainbow Resource Center	2805120	11/25/2019	1/24/2020	198	-	-	-	-	198
Rainbow Resource Center	2805582	11/26/2019	1/25/2020	28	-	-	-	-	28
Rainbow Resource Center	2805997	11/26/2019	1/25/2020	99	-	-	-	-	99
Rainbow Resource Center	2806846	11/27/2019	1/26/2020	76	-	-	-	-	76
Rainbow Resource Center	2811242	12/4/2019	2/2/2020	166	-	-	-	-	166
Rainbow Resource Center	2811262	12/4/2019	2/2/2020	22	-	-	-	-	22
Rainbow Resource Center	2813057	12/5/2019	2/3/2020	16	-	-	-	-	16
Rainbow Resource Center	2813058	12/5/2019	2/3/2020	160	-	-	-	-	160
Rainbow Resource Center	2813523	12/5/2019	2/3/2020	17	-	-	-	-	17
Rainbow Resource Center	2813567	12/5/2019	2/3/2020	75	-	-	-	-	75
Rainbow Resource Center	2813807	12/6/2019	2/4/2020	34	-	-	-	-	34
Rainbow Resource Center	2813808	12/6/2019	2/4/2020	50	-	-	-	-	50
Rainbow Resource Center	2813906	12/6/2019	2/4/2020	111	-	-	-	-	111
Rainbow Resource Center	2813908	12/6/2019	2/4/2020	132	-	-	-	-	132
Rainbow Resource Center	2813909	12/6/2019	2/4/2020	16	-	-	-	-	16
Rainbow Resource Center	2813910	12/6/2019	2/4/2020	24	-	-	-	-	24
Rainbow Resource Center	2814160	12/6/2019	2/4/2020	24	-	-	-	-	24
Rainbow Resource Center	2814164	12/6/2019	2/4/2020	23	-	-	-	-	23
Rainbow Resource Center	2814848	12/9/2019	2/7/2020	115	-	-	-	-	115
United Conservatory of Music	9476470	12/19/2019	1/18/2020	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 450
Total Outstanding Payables				\$ 3,619	\$ -	\$ -	\$ -	\$ -	\$ 3,619

# **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.



## Anti-Harassment / Discrimination / Intimidation / Bullying / Retaliation Policy

Monarch River Academy is committed to ensuring a professional work and learning environment without discrimination, harassment, intimidation, or bullying on the basis of race **or ethnicity (including ancestry, color, ethnic group identification and ethnic background; race is inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, which includes, but is not limited to, such hairstyles as braids, locks and twists)**, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category. Monarch River Academy prohibits any such discrimination, harassment, intimidation, or bullying.

The purpose of the Monarch River Academy Governing Board approving this Anti-Harassment/Discrimination/Intimidation/Bullying/ Retaliation Policy is to accomplish the following:

1. Define Harassment, Discrimination, Intimidation, and Bullying
2. Identify Who the Policy Applies to
3. Identify Where the Policy Applies
4. Establish the Responsibility of Reporting
5. Identify Reporting Procedures
6. Identify Investigation/Complaint Procedures
7. Identify the Consequences of Retaliation
8. Outline the Protection of Individuals with Immigration Status
9. Outline the Procedures for Notifying Parents of Their Children's Right to a Free Public Education, Regardless of Immigration Status or Religious Beliefs

### 1. Definitions:

- **Harassment:** Harassment is unwelcome verbal or physical conduct prohibited by law directed toward, or differential treatment of, a student or staff member because of his/her membership (or perceived membership) in any protected group or on any other prohibited basis. The harasser can be a student, a School official or employee, or someone who is not an employee of the School, such as a vendor or parent. Examples of such conduct include, but are not limited to:



- Offensive or degrading remarks, verbal abuse, or other hostile behavior such as insulting, teasing, mocking, name calling, degrading, or ridiculing another person or group
- Racial slurs, derogatory remarks about a person's accent, or display of racially offensive symbols
- Unwelcome or inappropriate physical contact, comments, questions, advances, jokes epithets or demands
- Physical assault or stalking
- Displays or electronic transmission of derogatory, demeaning or hostile materials or statements
- Graphic and written offensive or derogatory statements, which may include use of cell phones or the Internet

Harassment does not have to include intent to harm, be directed at a specific target or involve repeated incidents. Harassment creates a hostile environment when the conduct is sufficiently severe, pervasive or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities or opportunities offered by the School.

- **Sexual Harassment:** Sexual harassment is a form of harassment based on sex, including sexual harassment, gender harassment and harassment based on pregnancy, childbirth or related medical conditions. It generally involves unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of violations:
  - Unwanted sexual advances
  - Offering educational benefits in exchange for sexual favors
  - Making or threatening reprisals after a negative response to sexual advances
  - Visual conduct: Leering, making sexual gestures, displaying of suggestive objects or pictures, cartoons or posters
  - Verbal conduct: Making or using derogatory comments, epithets, slurs and jokes
  - Verbal sexual advances or propositions
  - Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
  - Physical conduct: Touching, assault, impeding or blocking movements
- **Intimidation:** Intimidation includes adverse actions intended to fill another with fear, to overawe or cow, as through force of personality or by superior display of wealth, talent, etc., or to force another into or deter from some action by inducing fear.
- **Bullying:** Bullying may take place in a variety of hostile acts that are carried out repeatedly over time. The acts involve a real or perceived imbalance of power, with the more powerful child or group attacking those who are less powerful. It may be physical (hitting, kicking, spitting, pushing), verbal (taunting, malicious teasing, name calling, threatening), or psychological (spreading rumors, manipulating social relationships, or promoting social exclusion, extortion or intimidation). Bullying is any severe or pervasive action or conduct directed toward one or more students that have the effect of one or more of the following:

1) places a reasonable student in fear of harm to that student's person or property; 2) causes a reasonable student to experience a substantially detrimental effect on his or her physical or mental health; 3) causes a reasonable student to experience substantial interference with his or her academic performance; 4) causes a reasonable student to experience interference with his or her ability to participate in or benefit from the services, activities or privileges provided by the School.

Other types of bullying:

- Sexual bullying includes many of the actions typical of bullying behavior with the added actions of exhibitionism, voyeurism, sexual propositioning, sexual harassment and sexual abuse (touching, physical contact, sexual assault).
  - Bias or hate-motivated bullying is a basic bias against or hate for a person or group. Examples include taunting one's race, religion, national origin, sexual orientation, or physical or mental disabilities. The bullying behavior may also be aggressive, antagonistic, and assaultive.
  - Hazing is a form of aggressive behavior that usually involves intimidation and humiliation during an initiation for a student organization or body, club, group or sports team. It may involve conduct that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. Hazing does not include athletic events or school-sanctioned events.
  - Cyberbullying involves bullying conduct that is created or transmitted by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer or pager communicating any of the following: 1) a message, text, sound or image; 2) a post on a social network Internet Web site, including a "Burn Page," an impersonation of another student, and a false profile.
  - Cyber sexual bullying involves dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more effects described in (1) – (4) above. A photograph or other visual recording shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.
  - Social media bullying involves bullying through forums for social media, such as internet websites with free registration and ease of registration, internet websites offering peer-to-peer instant messaging (such as Snapchat, Tox, FireChat, Orbit, Bleep), internet websites offering comment forums (such as FaceBook, Twitter, Reddit) and internet websites offering image or video posting platforms (such as YouTube, Instagram, Twitch, Imgur).
- **Retaliation:** Retaliation is any adverse action taken against a student because he or she filed a charge of harassment, discrimination, intimidation or bullying complaint to the School or another agency or participated in an investigation about the same (such as an internal investigation or lawsuit), including as a witness. Retaliation also includes adverse action taken against someone who is associated with the individual opposing the perceived harassment, discrimination, intimidation or bullying.

2. **Who the Policy Applies to:** It shall be a violation of this policy for any student, teacher, administrator or other employee of Monarch River Academy to discriminate against, harass, intimidate or bully another student, teacher, administrator, other employee or anyone associated with Monarch River Academy through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Monarch River Academy (e.g. an outside vendor, consultant or customer).
3. **Where the Policy Applies:** Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.
4. **Responsibility:** All Monarch River Academy employees have a responsibility for keeping our work environment free of discrimination, harassment, intimidation, and bullying.
5. **Reporting:** Monarch River Academy encourages reporting of all perceived incidents of discrimination, harassment, intimidation, bullying, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. In addition, Monarch River Academy encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Monarch River Academy recognizes, however, that an individual may prefer to pursue the matter through formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. Monarch River Academy is serious about enforcing its policy against harassment; however, Monarch River Academy cannot resolve a harassment problem that it does not know about. Therefore, employees are responsible for bringing any such problems to Monarch River Academy's attention so it can take whatever steps are necessary to correct the problems.
6. **Investigation/Complaint Procedure:** All complaints of harassment or discrimination will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, the Executive Director, or the Deputy Executive Director. Monarch River Academy encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have

other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation methods and appropriate corrective actions. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Monarch River Academy believes appropriate under the circumstances. Willful false and malicious complaints of harassment, discrimination or retaliation may be subject to appropriate disciplinary action.

7. **Consequences for Retaliation:** Retaliation against an individual who has a complaint or has formally reported discrimination, harassment, intimidation, or bullying or has participated in an investigation of such a complaint is a serious violation of this policy and, like discrimination, harassment, intimidation, or retaliation itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.
8. **Immigration Status:** If the Charter School possesses information that could indicate immigration status, citizenship status or national origin information, the School shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status or national origin information, the School shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Each year, the School shall educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs or customs. The School shall also train teachers, staff and personnel to ensure that they are aware of their legal duty to take reasonable steps to eliminate a hostile environment and respond to any incidents of harassment based on the actual or perceived characteristics noted above. Such training shall provide School personnel with the skills to do the following:

- Discuss the varying immigration experiences among members of the student body and school community;
  - Discuss bullying-prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims;
  - Identify the signs of bullying or harassing behavior;
  - Take immediate corrective action when bullying is observed; and
  - Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.
9. **Parental Notification:** Each year, the School shall notify parents and guardians of their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information related to the "Know Your Rights" immigration enforcement established by the California Attorney General. The School shall also inform students who are the victims of hate crimes of their right to report such crimes.
  10. **Sexual Harassment Poster:** The School shall create a poster that notifies pupils of the applicable written policy on sexual harassment. The poster shall display, at a minimum, all of the following: 1) The rules and procedures for reporting a charge of sexual harassment; 2) The

name, phone number and email address of an appropriate school official to contact to report a charge of sexual harassment; 3) The rights of the reporting pupil, the complainant, and the respondent and the responsibilities of the School in accordance with the School's written policy on sexual harassment.

This poster will be prominently and conspicuously displayed in each bathroom and locker room at the schoolsite. It may be prominently and conspicuously displayed in public areas at the schoolsite that are accessible to, and commonly frequented by students, including, but not limited to classrooms, classroom hallways, gymnasiums, auditoriums and cafeterias. The governing board of the School shall have full discretion to select the appropriate public areas to display the poster at the schoolsite.

**11. Posting:** This policy shall be posted on the School's internet website in a manner that is easily accessible to parents/guardians/students.



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## Residency Policy

California law requires that certain residency requirements are established in order for a student to be enrolled in an independent study charter school for which average daily attendance may be claimed. California law requires that a student be a California resident and requires that the student is a resident of the county in which the apportionment claim is reported or of a county immediately adjacent to the county in which the apportionment claim is reported. [EC §§ 47612(b), 5147.3]

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

1. Define Residency
  2. Outline Residency for a Student on an Extended Vacation
  3. Establish the Location Materials Will Be Mailed To
  4. Outline the Procedures When a Student's Residency is in Question
  5. Outline the Parent/Guardian/Education Rights Holder's Right Regarding Determination of Nonresidency
  6. Outline the Procedures for Children of Military Families
  7. Outline the Procedures for Homeless Youth
- 
1. **Definition of Residency:** A student has residency in the state and county of the residence of the parent/guardian with whom that student maintains his or her place of abode. Residence denotes any factual place of abode of some permanency that is more than a mere temporary sojourn. Owning a home in California or in a particular county does not qualify a student to attend Monarch River Academy, unless it can be shown that the student is also living in the home at least three days per week during the school year.
  2. **Residency for a Student on an Extended Vacation:** A student on an extended vacation lasting longer than four weeks, but less than six months, will not be deemed to have lost California residency.
  3. **The Location Material Will Be Mailed To:** All materials will be mailed to, and any in person services will be held at, the address identified in the student's records in his/her proof of residence documentation, unless an alternative location is agreed upon by the teacher of record.
  4. **Student's Residency is in Question:** If there is reason to believe that a student's residency is in question, Monarch River Academy may investigate in order to determine authenticity of the home address. When it is determined that a student lives outside of California and/or an authorized county, Monarch River Academy will provide written notice of the

determination of nonresidency within five days of Monarch River Academy's intention to disenroll the student.

**5. Parent/Guardian/Education Rights Holder's Right Regarding Determination of nonresidency:** The notice shall contain an explanation of the parent/guardian/education rights holder's right to request a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses and at which the pupil has the right to bring legal counsel or an advocate to dispute the finding of nonresidency. If the parent/guardian/educational rights holder does not request a hearing within five days of receipt of the notice, the right to a hearing is waived and the student will be immediately disenrolled. If the student's parent, guardian or educational rights holder initiates the hearing, the student shall remain enrolled and shall not be disenrolled until Monarch River Academy issues a final decision.

**6. Children of Military Families:** Monarch River Academy will serve children of military families, as defined by Education Code section 49701, as follows:

1. Allow the student to continue his or her education in Monarch River Academy, regardless of change of residence of the military family during that school year, for the duration of the student's status as a child of a military family; or
2. For a student whose status changes due to the end of military service of his or her parent during a school year, comply with either of the following, as applicable:
  - a. If the student is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the student to continue his or her education in Monarch River Academy through the duration of that academic school year;
  - b. If the child is enrolled in high school, allow the student to continue his or her education in Monarch River Academy through graduation.

~~For purposes of providing special education services, Monarch River Academy will continue to provide special education services for children of military families as required by law.~~

~~Once Monarch River Academy is notified that a student is identified as a child of a military family, Monarch River Academy will require the parent/guardian submit the following documentation:~~

- ~~• Written proof of the transfer, including the time period for the transfer and location of the transfer~~
- ~~• A signed affidavit that states that the student is only enrolled in [School Name] and not in any other full-day educational program and that the student qualifies as a child of a military family as defined in Education Code section 49701.~~

~~For high school students, the aforementioned documentation will need to be resubmitted on an annual basis. Monarch River Academy reserves the right to re-verify all of the above at any time throughout the school year.~~

**7. Homeless Youth:** Monarch River Academy will be considered to be a pupil's school of origin for a homeless youth when the child attended Monarch River Academy when

permanently housed or was last enrolled in Monarch River Academy before becoming homeless. Monarch River Academy will serve homeless youth, as defined below, whose residency has changed as follows:

1. Allow the student to continue his or her education in Monarch River Academy for the duration of homelessness.
2. If the pupil is no longer homeless before the end of the academic year, either of the following apply:
  - a. If the homeless youth is in high school, the Monarch River Academy shall allow the formerly homeless child to continue his or her education in the Monarch River Academy through graduation.
  - b. If the homeless youth is in kindergarten or any of grades 1 to 8, inclusive, the Monarch River Academy shall allow the formerly homeless youth to continue his or her education in Monarch River Academy through the duration of the academic year.

The term “homeless youth” or “homeless pupil” shall mean individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of 42 USC section 11302(a)(1)); and includes—

1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 42 USC section 11302(a)(2)(C));
3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. migratory children (as such term is defined in 20 USC section 6399) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).

**8. Foster Youth:** Monarch River Academy will be considered to be a pupil’s school of origin for a foster youth when the child attended the Monarch River Academy at the initial detention or placement, or any subsequent change in placement of a foster child for the duration of the jurisdiction of the court. Monarch River Academy will serve former foster youth, as defined below, whose residency has changed as follows:

1. If the jurisdiction of the court is terminated before the end of an academic year, the Monarch River Academy shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue his or her education in the school of origin through the duration of the academic school year.



2. If the jurisdiction of the court is terminated while a foster child is in high school, Monarch River Academy shall allow the former foster child to continue his or her education in Monarch River Academy through graduation.

The term “foster youth” means a child who has been removed from his or her home pursuant to Welfare and Institutions (“W&I”) Code section 309, is the subject of a petition filed under W&I Code sections 300 or 602 or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.

9. **Migratory Youth:** Monarch River Academy will be considered to be a pupil’s school of origin for a migratory youth when the child attended the Monarch River Academy at the time the pupil’s status changed to a pupil who is a migratory youth. Monarch River Academy will serve migratory youth, as defined below, whose residency has changed as follows:

1. If the migratory youth is enrolled in kindergarten or any of grades 1 to 8, inclusive, allow the pupil to continue their education in Monarch River Academy through the duration of that academic school year.
2. If the migratory youth is enrolled in high school, allow the pupil to continue their education in Monarch River Academy through graduation.

The term “migratory youth” means a child who has moved with a parent, guardian or other person having custody, from one school to another, either within the State of California or from another state within the 12-month period immediately preceding his or her identification as such a child, in order that the child, a parent, guardian or other member of his or her immediate family might secure temporary or seasonal employment in an agricultural or fishing activity and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Migratory youth” includes a child who, without the parent or guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.



## Kindergarten and Transitional Kindergarten Policy

Monarch River Academy is committed to providing educational instruction to all students. The Executive Director or designee shall ensure that the Charter School provides a non-discriminatory and equal enrollment process for students of Transitional Kindergarten and Kindergarten age, in compliance with current state requirements.

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

1. Establish the Enrollment in Kindergarten
  2. Establish the Enrollment for Transitional Kindergarten Eligible Students
  3. Establish Enrollment in Transitional Kindergarten
  4. Outline Adherence to All Non-Discrimination Laws
- 
1. **Enrollment in Kindergarten:** Pursuant to EC 48000(a), a child is eligible for kindergarten if the child will have their fifth birthday by September 1.
  2. **Enrollment in Kindergarten for Transitional Kindergarten Eligible Students:** Pursuant to EC 48000(b), A child having attained the age of five years at any time during the school year with the approval of the parent or guardian, may be admitted to kindergarten subject to the following conditions:
    - The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by school administration and is based on standardized guidelines for academic and developmental readiness for kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
    - The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.
  3. **Enrollment in Transitional Kindergarten:** Pursuant to EC 48000(c)(3)(B)(i), Transitional Kindergarten is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

Students must be five years old between September 2<sup>nd</sup> and ~~December 2<sup>nd</sup>~~ February 28<sup>th</sup> to qualify for transitional kindergarten each school year subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by school administration and is based on standardized guidelines for academic and developmental readiness for transitional kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.
- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

**4. Adherence to All Non-Discrimination Laws:** This policy adheres to all non-discrimination laws and is subject to the same enrollment processes as all otherwise qualified students. Enrollment into the charter school will be consistent with all other enrollment guidelines. In the event that a parent or guardian disagrees with the enrollment or grade level placement recommendations of staff, they may appeal the decision in accordance with the school's complaint procedures.



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## Foster Youth Policy

The Governing Board of Monarch River Academy (the “Charter School”) desires to ensure that foster children are provided equal access to the same free, appropriate public education provided to other children and youth. Foster students will be given access to the education and other services that such students need to ensure that they have an opportunity to meet the same challenging State student academic achievement standards to which all students are held. Foster students will not be stigmatized or segregated in a separate school or program based on the student’s status as foster youth.

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

1. Define Foster Child/Student/Youth and School of Origin
2. Establish a Foster Child Liaison
3. Outline Admission Requirements for Foster Children
4. Outline the Rights of a Former Foster Children
5. Outline Course Work and Graduation Requirements for Foster Children
6. Establish Transportation Requirements for a Foster Children
7. Outline Who Has Access to Records for Foster Children

### 1. Definitions:

- **Foster child/student/youth** means a child who has been removed from his or her home pursuant to Welfare and Institutions (“W&I”) Code section 309, is the subject of a petition filed under W&I sections 300 or 602, or has been removed from his or her home and is the subject of a petition filed under W&I Code sections 300 or 602.
- The Charter School is the **school of origin** when the student attended the Charter School when permanently housed or was last admitted at the initial detention or placement or subsequent change in placement of a foster child. If the school the foster child attended when permanently housed is different from the school in which the foster child was last admitted, or if there is some other school that the foster child attended with which the foster child is connected and that the foster child attended within the immediately preceding 15 months, the foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, shall determine, in the best interests of the foster child, the school that shall be deemed the school of origin.

2. **Foster Child Liaison:** The School’s foster child liaison is: Principal, Dr. Laurie Goodman, [laurie@inspireschools.org](mailto:laurie@inspireschools.org).

The School's foster child liaison is required to do all of the following:

- Ensure and facilitate the proper educational placement, enrollment in school and checkout from school of foster children.
- Assist foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.
- Notify the foster child's attorney and the appropriate representative of the county child welfare agency of pending expulsion proceedings if the decision to recommend expulsion is a discretionary act, pending proceedings to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act, and, if the foster child is an individual with exceptional needs, pending manifestation determinations if the School has proposed a change in placement due to an act for which the decision to recommend expulsion is at the discretion of the principal.
- The foster child liaison, in consultation with, and with the agreement of, the foster child and the person holding the right to make educational decisions for the foster child, may recommend, in accordance with the foster child's best interests, that the foster child's right to attend the school of origin be waived and the foster child be enrolled in a public school that pupils living in the attendance area in which the foster child resides are eligible to attend.
- Before making a recommendation to move a foster child from his or her school of origin, the foster liaison shall provide the foster child and the person holding the right to make educational decisions for the foster child with a written explanation stating the basis for the recommendation and how the recommendation serves the foster child's best interest.
- If the foster child liaison, in consultation with the foster child and the person holding the right to make educational decisions for the foster child, agrees that the best interests of the foster child would best be served by his or her transfer to a school other than the school of origin, the foster child shall immediately be enrolled in the new school.

- 3. Admission:** All foster students are required to follow the school's process for admitting students, including filling out and submitting the school's admission packet on time. As with all students, admission depends upon availability. In the event of an oversubscription in a grade, foster students will participate in the lottery as with any other student.

If the foster child seeking admission has outstanding fees, fines, textbooks or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for admission, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history, proof of residency, other documentation or school uniforms, this will not serve as a basis for non-admission. Within two days of admission of the foster child, the foster child liaison will contact the school last attended by the foster child to obtain all academic and other records.

If a dispute arises regarding the request of a foster child to remain in Monarch River Academy as the school of origin, the foster child has the right to remain in Monarch River Academy pending resolution of the dispute. The dispute shall be resolved in accordance with the Uniform Complaint Procedures adopted by the School.

Admission in Monarch River Academy as the school of origin will be allowed, unless a determination is made that it is not in the best interest of the foster child to attend Monarch River Academy. Best interest factors include, but are not limited to, appropriateness of the current educational setting and proximity to the school in which the child is enrolled at the time of placement.

4. **Former Foster Children:** If the jurisdiction of the court is terminated before the end of an academic year, the Monarch River Academy shall allow a former foster child who is in kindergarten or any of grades 1 to 8, inclusive, to continue his or her education as the school of origin through the duration of the academic school year.

If the jurisdiction of the court is terminated while a foster child is in high school, Monarch River Academy shall allow the former foster child to continue his or her education in Monarch River Academy as the school of origin through graduation.

5. **Course Work and Graduation Requirements:** The Charter School will accept coursework satisfactorily completed by the foster child while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school even if the pupil did not complete the entire course and shall issue that pupil full or partial credit for coursework completed.

The credits accepted shall be applied to the same or equivalent course, if applicable, as the coursework completed in the prior school. The Charter School will not require the foster child to retake a course if the pupil has satisfactorily completed the entire course in a public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school. If the pupil did not complete the entire course, the Charter School shall not require the pupil to retake the portion of the course the pupil completed unless the Charter School, in consultation with the holder of educational rights for the pupil, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the foster youth shall be enrolled in the same or equivalent course, if applicable, so that the pupil may continue and complete the entire course.

A foster youth shall not be prevented from retaking or taking a course to meet the eligibility requirements for admission to the California State University or the University of California.

A foster student who transfers between schools any time after the completion of the student's second year of high school and is in the student's third or fourth year of high school, the School shall exempt from all coursework and other requirements adopted by the School that are in addition to the statewide coursework requirements specified in Education Code section 51225.3, unless the School makes a finding that the student is reasonably able to complete the School's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

If the School determines that the foster student is reasonably able to complete the School's graduation requirements within the student's fifth year of high school, the School shall do all of the following: 1) Inform the student of the student's option to remain in school for a fifth year to complete the School's graduation requirements; 2) Inform the student, and the student's

educational rights holder, about how remaining in the School for a fifth year to complete the School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution; 3) Provide information to the student about transfer opportunities available through the California Community Colleges; 4) Permit the student to stay in school for a fifth year to complete the School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or if under 18 years of age, with the person holding the right to make educational decisions for the student.

To determine whether a foster student is in the third or fourth year of high school, either the number of credits the pupil has earned to the date of transfer or the length of the student's school admission may be used, whichever will qualify the student for the exemption.

Within 30 calendar days of the date that a foster student may qualify for the exemption from local graduation requirements transfers into a school, the School shall notify the student, the educational rights holder, and the School's liaison for foster children and youth of the availability of the exemption and whether the student qualifies for an exemption. If the School fails to provide timely notice, the student shall be eligible for the exemption from local graduation requirements once notified, even if that notification occurs after the student is no longer in foster care, if the student otherwise qualifies for the exemption.

A foster student that has been exempted from local graduation requirements in accordance with Education Code section 51225.1 and completes the statewide coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and that student would otherwise be entitled to remain in attendance at the school, the School shall not require or request that the pupil graduate before the end of the student's fourth year of high school.

If a foster student is exempted from local graduation requirements pursuant to Education Code section 51225.1, the School shall notify the student and the person holding the right to make educational decisions for the student how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.

If a foster student who is eligible for the exemption from local graduation requirements and would otherwise be entitled to remain in attendance at the School shall not be required to accept the exemption or be denied admission in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of high

education, regardless of whether those courses are required for statewide graduation requirements.

If a foster student is not exempted from local graduation requirements or has previously declined the exemption, the School shall exempt the student at any time if an exemption is required by the student and the student qualifies for the exemption.

If a foster student is exempted from local graduation requirements, the School shall not revoke the exemption.

If a foster student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer a foster student while the student is admitted in the School or if a foster student who is exempt from local graduation requirements transfers to the School from another school.

The School shall not require or request a foster student to transfer schools in order to qualify the student for an exemption.

A complaint for noncompliance with this section may be filed with the School under the School's Uniform Complaint Procedures.

6. **Transportation:** If the foster student requires transportation to continue to attend the Charter School as the school of origin, the Charter School will ensure that the foster child receives transportation in a cost effective manner.
7. **Records:** A foster family agency with jurisdiction over a currently admitted or former pupil, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family (as defined below), may access the current or most recent records of grades, transcripts, attendance, discipline and online communication on platforms established by schools for pupils and parents, and any individualized education programs (IEPs) that may have been developed, or any plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 of a currently admitted or former foster pupil.

A foster family agency, short-term residential treatment program, or caregiver may review and receive pupil records pursuant to subdivision (a) for purposes of monitoring the pupil's educational progress, updating and maintaining the pupil's education records as required by Section 16010 of the Welfare and Institutions Code, and ensuring the pupil has access to educational services, supports, and activities. These purposes include, but are not limited to, admitting the pupil in school, assisting the pupil with homework, class assignments, and college and scholarship applications, and admitting the pupil in extracurricular activities, tutoring, and other afterschool and summer enrichment programs.

A "resource family" means an individual or family that has successfully met both the home environment assessment and the permanency assessment criteria necessary for providing care for a child placed by a public or private placement agency by court order, or voluntarily placed by a parent or guardian.





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## Transgender and Gender Nonconforming Students Policy

Monarch River Academy (the “Charter School”) is committed to fostering an educational environment that is safe, welcoming, and free from stigma and discrimination for all students, regardless of gender identity or expression; facilitating compliance with local, state and federal laws concerning bullying, harassment, privacy and discrimination; and ensuring that all students have the opportunity to express themselves and live authentically.

The purpose of the Monarch River Academy Governing Board approving this Transgender and Gender Nonconforming Students Policy is to accomplish the following:

1. Define Gender, Gender Identify, Gender Expression, Gender Nonconforming, Intersex, Nonbinary/Genderqueer, Sex, Sexual Orientation, Transgender, and Transition
2. Outline Guiding Principles and Requirements of the Charter School
3. Establish Privacy and Confidentiality
4. Outline the Requirements of Pupil Records
5. Establish the Authorization to Use Name and Gender With Which the Student Identifies
6. Outline the Requirements of the Student’s Preferred Name and Pronoun
7. Outline the Requirements of Student Safety
8. Establish Restroom Accessibility
9. Outline Sports, Athletics, and Physical Education Requirements
10. Establish Access to School Activities and Programs
11. Establish Course Accessibility and Instruction
12. Outline the Training and Publication of the Transgender and Gender Nonconforming Students Policy

**1. Definitions:** These definitions are provided not for the purpose of labeling students but rather to assist in understanding this policy and the legal obligations of the school. Students may or may not use these terms to describe themselves or their experiences.

- Gender: A person's actual or perceived sex, including a person's gender identity and gender expression.
- Gender Identity: A person’s gender-related identity, appearance or behavior, whether or not different from that traditionally associated with the person’s physiology or assigned sex at birth. Gender identity may include being female, male, another gender or no gender. The responsibility for determining an individual’s gender identity rests with the individual. Children typically begin to understand their own gender identity by age four, although the age at which individuals come to understand and express their gender identity may vary based on each person’s social and familial development.
- Gender Expression: A person’s gender-related appearance and behavior whether or not

stereotypically associated with the person's assigned sex at birth. Gender expression refers to external cues that one uses to represent or communicate one's gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body characteristics.

- **Gender Nonconforming**: One's gender expression, gender characteristics or gender identity that does not conform to gender stereotypes "typically" associated with one's legal sex assigned at birth, such as "feminine" boys, "masculine" girls, and those who are perceived as androgynous. Students who adopt a presentation that varies from the stereotypic gender expectations sometimes may describe themselves as gender nonconforming, gender queer, gender fluid or nonbinary.
- **Intersex**: An umbrella term used to describe natural bodily variations, which can include external genitalia, internal sex organs, chromosomes or hormonal differences that transcend typical ideas of male and female.
- **Nonbinary/Genderqueer**: An umbrella term for people with gender identities that fall somewhere outside of the traditional conceptions of strictly either female or male. People with nonbinary gender identities may or may not identify as transgender, may or may not have been born with intersex traits, may or may not use gender-neutral pronouns, and may or may not use more specific terms to describe their genders, including but not limited to agender, genderqueer, gender fluid, Two Spirit, bigender, pangender, gender nonconforming or gender variant.
- **Sex**: It includes, but is not limited to, a person's sex assigned or presumed at birth based on physical characteristics commonly associated with males or females, and is inclusive of a person's gender.
- **Sexual Orientation**: It means heterosexuality, homosexuality, and bisexuality and is considered to be a person's romantic, emotional, mental and/or sexual attraction to another person based on the gender of the other person.
- **Transgender**: An umbrella term used to describe people whose gender identity or gender expression is different from the gender they were assigned or presumed at birth. Some individuals who identify as transgender have medically transitioned, are undergoing gender affirming surgeries and hormonal treatments, while others do not choose any form of medical transition. There is no uniform set of procedures that are sought. Individuals may identify as female, male or nonbinary, may or may not have been born with intersex traits, may or may not use gender-neutral pronouns and may or may not use more specific terms to describe their genders, including but not limited to agender, genderqueer, gender fluid, Two Spirit, bigender, pangender, gender nonconforming or gender variant. A transgender girl is a girl who was thought to be a male when she was born. A transgender boy is a boy who was thought to be female when he was born.
- **Transition**: The unique process in which one goes from living and identifying as one gender to live in alignment with one or more dimensions of the gender with which one identifies. Gender transition can occur at any age and can include social, medical and/or a legal transition.

**2. Guiding Principles and Requirements:** The school shall accept the gender identity that each student asserts. There are no medical or mental health diagnoses or treatment thresholds that students must meet in order to have their gender identity recognized and respected. Students may initiate a process to change their name, pronoun, attire and access to School programs, activities and facilities. The school shall customize support to optimize each student's access according to their gender identity.

**3. Privacy and Confidentiality:** All persons, including students, have a right to privacy. This

includes keeping a student's actual or perceived gender identity and expression private. Such private information shall be shared only on a need to know basis.

Students have the right to openly discuss and express their gender identity and expression, and to decide when, with whom, and how much information to share.

School personnel may encounter situations where students have not publicly disclosed their gender identity; therefore, school personnel must be mindful of the confidentiality and privacy rights of students when communicating with others, so as to not reveal, imply or refer to a student's gender identity or expression. To ensure confidentiality when discussing a particular concern such as conduct, discipline, grades, attendance or health, school personnel should focus on the concern, not the student's gender identity or expression. For example, describe the matter in terms of the underlying issue (behavior/conduct, grade issue, attendance issue, health concern) without referring or linking to gender identity or expression.

When communicating with a student's parent, legal guardian, or educational rights holder ("parent"), school personnel should be aware that the student may not have disclosed their gender identity to their parents. When school personnel find it important to discuss a student's gender identity or expression with parents (if, for example, the student is being bullied based on their gender identity or expression), school personnel should consult and work closely with the student to assess the degree to which, if any, the parent is aware of the student's gender identity or expression and is supportive of the student, and school personnel shall take into consideration the safety, health and well-being of the student in deciding whether to disclose the student's gender identity or expression to parents.

4. **Pupil Records:** The School is required to maintain in perpetuity mandatory permanent pupil records which include the legal name and sex of the student as indicated on official government issued documents such as birth certificates, passports and identification cards/permits. Mandatory interim pupil records may include, but are not limited to, progress and grade reports, transcripts, assessment data, health records, Individualized Education Programs (IEP) and Section 504 Plans. Permitted pupil records may include, but are not limited to, objective counselor and/or teacher ratings, standardized test scores older than three years, routine discipline data and verified reports of relevant behavior patterns. Per California law, student enrollment forms allow a parent to designate their child's gender as male, female or nonbinary.

The School will change a student's name and gender, or that of a former student, on pupil records when the name and/or gender of the student are changed. The student or former student may document the gender change by any of the following: State issued driver's license, birth certificate, passport, social security card, court order indicating a name change or a gender change or both. The new name and/or gender are the student's legal name and gender for all purposes, including school registration. Upon the submission of proper evidence of the aforementioned documentation, the student's legal name and/or gender in all school records shall be changed to reflect the legal name and/or gender change.

5. **Authorization to Use Name and Gender With Which the Student Identifies:** The School shall permit students to use the name and gender with which they identify on school records, including pupil records. The records may include, but are not limited to, identification badges, classroom and homeroom rosters, certificates, programs, announcements, office summons and communications, team and academic rosters, diplomas, newspapers, newsletters, yearbooks

and other site-generated records.

Upon authorization, the School shall input the student's name and gender with which they identify in the appropriate fields of the School's electronic data system to indicate how the student's name and/or gender will appear on documents issued by the school. If the authorization does not amount to a legal change in name or gender, the change will be reflected in the preferred name section of the School's electronic data system.

After the school receives and verifies the contents of the completed legal authorization, the School shall change the name and/or gender of the student in the School's electronic data system and enter or cross-reference the name as AKA in the cumulative folder and registration card. This change is effective for School records only. If a student were to transfer to another school, the student should inquire at that school about a similar process.

6. **Names/Pronouns:** Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their pupil records or obtaining parent/legal guardian permission.

Students shall be known by their name and gender of identity. However, there may be situations (e.g., communications with the family, state or federal records, pupil records where a name or gender with which the student identifies isn't authorized, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize safety, confidentiality and respect of the student in a manner consistent with the law.

If school personnel are unsure how a student wants to be addressed in communications to home or in conferences with parents/legal guardians/educational rights holders, they may privately ask the student how they want to be referred to when communicating with parents/legal guardians. For communications with a student's parent/legal guardian, educational rights holders, school personnel should refer to this policy's prior section on "Privacy and Confidentiality."

Every effort should be made to use names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of School policy and may constitute discrimination under State law.

7. **Student Safety:** School staff must ensure that students are provided with a safe school environment that is free of discrimination, harassment, bullying or intimidation, which may include providing interim safety and emotional support measures. School staff and families should work together to resolve complaints alleging discrimination, harassment, bullying or intimidation based on a student's actual or perceived gender identity or expression.

School staff shall take all reported incidents of bullying seriously and take appropriate measures to ensure that the bullying stops.

School administration shall respond immediately to incidents of discrimination, harassment, bullying or intimidation by taking actions that include, but are not limited to the following: a) intervening to stop the behavior; b) investigating and documenting the matter; c) determining

and enforcing appropriate interim measures and corrective actions; and d) monitoring to ensure that the behavior does not reoccur.

School staff should take all reasonable steps to ensure safety and access for students and support students' rights to assert their gender identity and expression. Interim safety measures may include increased monitoring of the parties, providing options for the parties to avoid or minimize contact in academic and extracurricular settings, safety plans, training and educational materials to address climate, and provision of support resources (e.g., academic support, counseling, health and mental health services).

Students shall not be disciplined on the basis of their actual or perceived gender identity or expression.

Students shall be informed they have the responsibility to report incidents of discrimination, harassment, bullying or intimidation to the designated site administrator or Title IX/Bullying Complaint Manager in cases where they may be a target or witness.

Students shall be informed of their role in ensuring a school environment that is free from discrimination, harassment, bullying or intimidation.

In addition to or instead of filing a complaint at a site, any student or their duly authorized representative has the right to file a discrimination, harassment, bullying or intimidation complaint involving gender identity and expression under the Uniform Complaint Procedures with the School's Principal, Dr. Laurie Goodman, [laurie@inspireschools.org](mailto:laurie@inspireschools.org).

- 8. Restroom Accessibility:** Schools may maintain separate restroom facilities for male and female students. Students shall have access to restrooms that correspond to their gender identity. Students who identify as nonbinary should be granted access to the facility which they find best aligns with their gender identity.

If a student desires increased privacy, regardless of the reason, the administrator shall make every effort to provide the student with reasonable access to an alternative restroom such as a single-stall or all-gender restroom. The use of a restroom should be determined by the student's choice; no student shall be compelled to use an alternative restroom. For safety reasons, students should be given access to a restroom that allows reasonable access for appropriate supervision by staff. Regardless, all students are expected to exemplify appropriate behavior in restrooms.

- 9. Sports, Athletics and Physical Education:** When conducting physical education classes and fitness evaluations, teachers will address and evaluate students by their gender identity.

Performance on the state physical fitness test (Fitnessgram) is evaluated by the State of California in accordance with the sex reported. Students are to be tested according to their gender identity when students identify with a gender different from that in their pupil records. Test administration on this instrument allows for a designation of nonbinary or for students to not disclose their gender to the test administrator. However, the Healthy Fitness Zone charts, or health-related standards used to evaluate performance, are based on female and male genders only. In these events, physical education teachers shall make every effort to maintain confidentiality of student information.

Participation in competitive athletics, intramural sports, athletic teams, competitions and contact sports shall be facilitated in a manner consistent with the student's gender identity and in accordance with the California Interscholastic Federation constitution and bylaws. Students who identify as nonbinary should be granted the opportunity to participate in athletic activities they find best align with their gender identity.

- 10. School Activities and Programs:** Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of their actual or perceived gender identity or expression in any program or activity. These activities and programs may include, but are not limited to, cheer class, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, field trips, afterschool activities and programs, and all extra-curricular activities.
- 11. Course Accessibility and Instruction:** Students have the right to equitable learning opportunities in their school. Students shall not be required to take or be denied enrollment in a course on the basis of their actual or perceived gender identity or expression in any educational and academic program.
- 12. Training and Publication:** The School shall conduct training for all staff members on their responsibilities under applicable laws and this policy, including teachers, administrators, counselors, social workers, and health staff. Information regarding this policy shall be incorporated into training for new school employees.

This policy will be distributed annually to students, parents/guardians and staff and it will also be included in any student codes of conduct, student handbooks and school websites.



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## Teacher Induction Policy

The Governing Board of Monarch River Academy (the “Charter School”) committed to providing a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and in the subject matter to be taught.

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

1. Outline the California Credentialing System
  2. Outline the Induction Program
  3. Establish the Individual Learning Plan of a Participating Teacher
  4. Establish an Early Completion Option
  5. Outline the Qualifications, Selection and Training of Coaches
  6. Outline the Selection of Participating Teachers
  7. Outline Participating Teacher Competence for the Clear Credential Recommendation
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1. **California Credentialing System:** California has a two-tiered credentialing system for teachers. Preliminary programs prepare candidates to obtain an initial teaching credential through successful completion of required coursework, fieldwork, and a performance demonstration of their knowledge, skills, and abilities. The second tier of preparation is a two-year job-embedded individualized induction program that is focused on extensive support and mentoring to new teachers in their first and second year of teaching. Monarch River Academy’s induction program is designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher’s first year of teaching.
  2. **Induction Program Generally:** The Monarch River Academy’s Induction program is a two-year program that is free of charge to participating teachers. Within the first 30 days of the participant’s enrollment in the Monarch River Academy’s Induction program, the Monarch River Academy shall identify and assign an Induction coach to each participating teacher. The coach and participating teacher match is made according to the credentials held, grade level and/or subject area, as appropriate to the participating teacher’s employment.

Each participating teacher shall receive an average of not less than one hour per week of individualized support and mentoring coordinated and/or provided by the coach.

3. **Individual Learning Plan:** Within the first 60 days of the participating teacher’s enrollment in the induction program, goals for each participating teacher must be developed within the

context of the Individual Learning Plan (“ILP”). The ILP shall be designed and implemented only for the professional growth and development of the participating teacher and not for evaluation for employment purposes.

The ILP is developed based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Coaching support for participating teachers must include both “just in time” and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program’s design shall serve to strengthen the participating teacher’s professional practice and contribute to the participating teacher’s retention in the profession.

The ILP must address the *California Standards for the Teaching Profession* and provide the road map for the participating teachers’ induction work during their time in the program along with guidance for the coach in providing support. The ILP must be collaboratively developed at the beginning of the Induction by the participating teacher and coach, with input from the Monarch River Academy regarding the participating teacher’s job assignment, and guidance from the program staff.

The ILP It must include the following:

- Candidate professional growth goals
- A description of how the participating teacher will meet those goals
- Defined and measurable outcomes for the participating teacher
- Planned opportunities to reflect on progress and modify the ILP as needed

4. **Early Completion Option:** The Monarch River Academy shall make available and advise participants of an early completion option for “experienced and exceptional” candidates who meet the program’s established criteria. In order to qualify for the early completion option, participating teachers must be in year one of the Induction program, have five years of verified superior teaching experience, and have a letter of recommendation from their Regional Coordinator, Program Specialist or Senior Director.
5. **Qualifications, Selection and Training of Coaches:** The Induction program assigns qualified coaches and provides guidance and clear expectations for the coaching experience based on the program’s design. Qualifications for coaches shall include the following:
  - Knowledge of the context and content area of the participating teacher’s assignment
  - Demonstrated commitment to professional learning and collaboration
  - Possession of a Clear Teaching Credential
  - Ability, willingness, and flexibility to meet candidate needs for support
  - Minimum of three years of effective teaching experience

Coaches are required to provide “just in time” support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills. Coaches facilitate participating teacher growth and development through modeling, guided reflection on practice and feedback on classroom instruction. The coaches connect participating teachers with available resources to support their professional growth and accomplishment of the ILP.



Coaches will be provided ongoing training and support that includes two required trainings with Center for Teacher Innovation (Coach Preview and Induction Orientation), coaching and mentoring, goal setting, use of appropriate mentoring instruments, best practices in adult learning, support for individual coaching challenges, reflection on coaching practice and opportunities to engage with coaching peers in professional learning networks, and program processes designed to support participating teacher growth and effectiveness.

Coaches may carry up to 2 participating teachers per year and must have a credential that matches that of the participating teacher(s). Coaches will receive One Thousand Dollars (\$1,000.00) per year paid out in equal amounts (less required deductions) over a ten (10) month period. If a coach leaves the employ of Monarch River Academy before the end of the ten (10) month period, the coach is not entitled to any unpaid amounts if the coach has not completed his/her coaching obligations.

6. **Selection of Participating Teachers:** Each candidate is reviewed in the Commission on Teacher Credentialing database for credential verification and reviewed for early completion option eligibility.
7. **Participating Teacher Competence for the Clear Credential Recommendation:** The Induction program shall assess the participating teacher's progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of participating teacher progress must reflect the learning and professional growth goals indicated within the ILP and evidence of the participating teacher's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the Monarch River Academy must verify that the participating teacher has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The Monarch River Academy's verification is based on a review of observed and documented evidence, collaboratively assembled by the participating teacher, the coach and/or other colleagues, according to the program's design.

As part of the Induction program's recommendation verification process also includes a systematic process of reviewing documentation. If a participating teacher is not recommended for a Clear Credential, the participating teacher may rewrite or expand the reflection, revisit the context and illustrate a better understanding of the context and/or next steps. Alternatively, the participating teacher may complete a written appeal form available from [insert title of person] providing additional evidence, as that participating teacher feels is appropriate. In the discretion of the Induction Program, a participating teacher may repeat portions of the program.



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## School Closure Policy

The Governing Board of Monarch River Academy (the “Charter School”) is committed to following all applicable laws and related to school closure.

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

1. Establish the Official Action of the Board of Directors to Close the Charter School
  2. Outline the Notification Process of a School Closure
  3. Outline the Management of Student Records
  4. Establish the Preparation of Final Financial Records
  5. Outline the Management of Assets of the Charter School
  6. Outline Who is Responsible for Liabilities
  7. Establish Compliance with the California Corporations Code
  8. Establish the Release of Claims
- 
1. **Official Action of the Board of Directors:** Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person(s) responsible for closure-related activities.
  2. **Notification of School Closure:** The Board of Directors will promptly notify parents/guardians and students of the Charter School, the District, the County Office of Education, the Charter School’s SELPA, the retirement systems in which the Charter School’s employees participate (e.g., Public Employees’ Retirement System, State Teachers’ Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils’ school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements. A copy of this Policy will also be provided to the Charter School’s SELPA. If required by the Charter School’s SELPA, the Charter School will provide additional information to ensure: 1) Appropriate transition of special education services for students served by the Charter School; 2) Compliance with state and federal laws; 3) Compliance with state and federal funding requirements; and/or 4) Accuracy and reliability of any data submitted to the Charter School SELPA.

The Board will ensure that the notification to the parents/guardians and students of the Charter School of the closure provides information to assist parents/guardians and the students in

locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

3. **Student Records:** The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents/guardians, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The records of the Charter School should remain with the nonprofit entity, at least until the nonprofit closes, in which case the records should be maintained by other Charter School-related agencies. If all of the aforementioned agencies have closed, the Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

4. **Final Financial Records:** As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

5. **Assets of the Charter School:** On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and upon dissolution of the nonprofit public benefit corporation shall return to the nonprofit corporation to be used within the state of California only. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or

property was accepted.

6. **Liabilities:** On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.
7. **California Corporations Code:** As the Charter School is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

The Charter School will utilize the school's budgeted reserve fund to undertake any expenses associated with the closure procedures identified above.

8. **Release of Claims:** When the Charter School closes, the Charter School shall release and discharge the Charter SELPA and its past and present principals, members, partners, officers, directors, affiliate employees, agents, successors, assigns, attorneys and insurers, collectively with the Charter SELPA, from any and all claims arising out of the operations of the Charter School. Accordingly, the closing Charter School shall promptly withdraw and/or cause to be filed dismissals with prejudice of all applications, requests, reports, complaints or appeals, if any, filed or made as to any such claims.

Consistent with the release language above, closure of a Charter School terminates the ability for the Charter School and associated entities affiliated with the Charter School to submit claims to any funding or to any Charter SELPA Risk Pool (*e.g.*, Legal Risk Pool, SELPA Set Aside, Rate Smoothing Pool, etc.) effective the date of the Charter School closure and/or termination of membership pursuant to CEO Policy 26. Termination of the ability to submit funding and SELPA Risk Pool claims may be suspended for an Organization Partner with local educational agencies that will continue as Charter SELPA members.



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## Educational Materials and Restitution Policy

This policy supports Monarch River Academy's ("School") efforts to remain a sound steward of public funds and ensure students continue to have access to educational materials.

The purpose of the Monarch River Academy Governing Board approving this Educational Materials and Restitution Policy is to accomplish the following:

1. Provide an Overview for the Educational Materials and Restitution Policy
  2. Outline the Procedures for the Restitution Process
1. **Overview:** Students attending School may receive access to certain School property during the course of the school year, including educational technology and textbooks, and they are responsible for ensuring the educational materials are returned (with reasonable wear and tear). California law states that the parent or guardian of a minor can be held liable to a school for all property loaned to and failed to be returned, or willfully damaged by a minor. The liability shall not exceed \$10,000.

The School shall seek restitution when a student, among other things, willfully cuts, defaces, or otherwise damage any property, or loses or fails to return property, borrowed or personal belonging to the School. This includes but is not limited to, installing unauthorized software applications, modifying, adding or deleting software or any alteration to the configuration of any and all IT computing devices - such as laptops and other devices.

The School, after affording the student due process rights, may withhold the grades, diploma, and official transcripts of a student until the student or parent/guardian pays for the lost or damaged school property (e.g., educational technology, textbooks, etc.). The School may also withhold full privileges of participation in school activities.

### *Withholding Grades, Diploma and Transcripts and Transferring Students*

The authority to withhold grades, diploma, or official transcripts applies only to situations where the student, parent or guardian has requested a copy of the student's records. **When a student transfers to another K-12 school, the student's permanent record must be sent to the**

**requesting K-12 school. If the student transfers to a K-12 school, a copy of the student's permanent record must be sent to the requesting district.** The permanent record, or copy, must be sent even though there may be charges or fees owed by the student, parent, or guardian. In such cases, upon sending the permanent student record to the new (receiving) school, the new school shall be notified of the restitution debt.

## **2. Procedures:**

1. School shall use inventory systems clearly identify the student and type of school property issued to the student.

2. School shall implement a restitution process by which students are afforded the opportunity to return the missing property or pay for the damages. Assuming the student returns the missing property or pays for damages, the debt is discharged and any withheld grades, diploma, or official transcripts of the student shall be released and the full privileges of participation in school activities shall be restored.

3. School shall follow the due process procedure listed below that allows the parent/guardian or student an opportunity to review and respond to the imposition of any fees or charges resulting from this policy.

a. The School shall provide the parent/guardian written notice of alleged loss or damage of school property ("Written Notice").

b. The Written Notice will inform families the School may contact law enforcement and/or refer the debt to a collections agency.

c. If the parent/guardian disagrees with the School's Written Notice, they may appeal the Written Notice in writing to **[INSERT SCHOOL OFFICIAL]**. The parent/guardian's appeal should explain why a fee or charge should not be imposed in response to the Written Notice.

d. After reviewing any information provided by the parent/ guardian, the Principal (or his/her designee) shall decide whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian shall be notified in writing of the decision. The written decision of the Principal is final. There is no appeal beyond the school level.

4. Upon receiving notification of the School's decision ("Second Written Notice"), the parent or guardian must pay the outstanding obligation payable to the School or return missing property.

5. If the parent/guardian does not respond to the Written Notice or if a parent/guardian loses

their appeal, School may withhold the transcript, diploma, and grades until the debt is resolved. The Second Written Notice shall explain if the School is withholding the transcript, diploma, and grades until the parent/guardian pays or remedies the outstanding debt.

6. Upon receiving payment or the unreturned educational materials in satisfactory condition (e.g., reasonable wear and tear), the School shall ensure the debt is discharged. If the School withheld student's grades, diploma, and/or official transcripts, School shall release grades, diploma, and/or transcripts.

7. The purpose of this policy is to provide families reasonable opportunity to return missing educational equipment or pay for damaged and missing school property to avoid the School having to seek a legal recourse. If the Second Written Notice is unsuccessful, the School may consider referring the debt to a collections agency as a last resort.

SAMPLE WRITTEN NOTICE FOR OVERDUE MATERIALS

**RE: WRITTEN NOTICE OF OVERDUE MATERIALS & UNPAID FINES**

Dear Parent or Guardian:

As part of [INSERT STUDENT NAME]'s enrollment with Monarch River Academy ("School"), your child was given access to school property for [INSERT SCHOOL YEAR]. You were required to return these educational materials at the end of the school year. You have failed to return the following: [INSERT PROPERTY].

California law provides that parents/guardians are responsible for school property loaned to students; therefore, we are requiring that the materials listed above be returned or payment of [INSERT COST OF PROPERTY] by [INSERT DUE DATE].

**The School is authorized to withhold the grades, diploma, and official transcripts of the student, or to deny participation in school activities that are deemed until the debt is addressed. If you do not resolve this debt, the School may contact law enforcement for theft or refer this debt to a collections agency.**

You have an opportunity to appeal the imposition of any fees or charges. If you wish to appeal this notice, you must provide a written appeal to [INSERT NAME AND CONTACT INFORMATION] by [INSERT DUE DATE – Same one as due date for payment]. This appeal must include the reasons why a fee should not be imposed.

If an appeal is submitted, after reviewing any information provided by the parent/guardian and student, the Principal (or his/her designee) shall determine whether or not to withhold grades, diploma, or official transcripts and/or impose the fee for damages. The parent/guardian and student shall be notified in writing of the decision. The decision is final. There is no appeal beyond the school level.

If you do not file an appeal or if the School confirms you owe the amount described above after the appeal, you are required to make a payment to the School to resolve the debt incurred for not returning School property. The School, in its discretion, may withhold grades, diplomas, and official transcripts until this debt is discharged.

If you have any questions or concerns about this letter, please contact the Principal, Dr. Laurie Goodman, [laurie@inspireschools.org](mailto:laurie@inspireschools.org).



ATTACHMENT B

SAMPLE SECOND WRITTEN NOTICE FOR OVERDUE MATERIALS WHERE FAMILY DID NOT RESPOND TO FIRST WRITTEN NOTICE

**RE: SECOND NOTICE OF OVERDUE MATERIALS & UNPAID FINES**

Dear Parent or Guardian:

As part of [INSERT STUDENT NAME]'s enrollment with Monarch River Academy ("School"), your child was given access to school property for [INSERT SCHOOL YEAR]. You were required to return these educational materials the end of the school year. You have failed to return the following: [INSERT PROPERTY].

California law provides that parents/guardians are responsible for school property loaned to students; therefore, we are requiring that the materials listed above be returned or payment of [INSERT COST OF PROPERTY] by [INSERT DUE DATE].

You did not respond to the Written Notice provided by the School on [INSERT DATE OF WRITTEN NOTICE]. Therefore, the School will withhold the grades, diploma, and official transcripts of [INSERT STUDENT NAME] as of the date listed above on this letter.

**If you do not resolve this debt by [INSERT DUE DATE], the School intends to refer this debt to a collections agency.** Please note that the School intends to also provide your contact information to law enforcement because your failure to return school property may constitute theft. Of course, we prefer avoiding these sorts of actions and trust you will return the school property immediately to resolve this matter. Your failure to return the educational materials harms your child and other school children who would otherwise benefit from these educational materials.

If you have any questions or concerns about this letter, please contact the Principal, Dr. Laurie Goodman, [laurie@inspireschools.org](mailto:laurie@inspireschools.org).

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, 8<sup>th</sup> grade (middle school) and 9<sup>th</sup> 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](#).



## Monarch River Academy Master Agreement for Independent Study

**Student:**

**Student Number:**

**Address:**

**Location:**

**1st Phone Number:**

**DOB:**

**Program Placement:**

**Contract Term: Full Year**

**Beginning Date:**

**End Date:**

**Year:**

**2nd Phone Number:**

**Grade Level:**

**School for Classroom Option:**

### It is understood that:

**Objectives:** The student will complete the courses listed below. All course objectives will be consistent with the established program's governing board and are consistent with program standards as outlined in the program's subject/course descriptions. Assignment and Work Record (AWR) Forms will include additional descriptions of the major objectives and activities of the courses of study covered by this agreement including the evaluation of student work and are incorporated herein. The term "Course Value" (CV) refers to the number of credits (secondary education) or weeks of work (elementary education) the student will attempt.

**Schedule**

**Category**

**Course Value**

**Methods of Study:** Specific methods of study will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, Learning Center Courses

**Specific Resources:** The school will provide appropriate instructional materials and personnel necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms as the terms on which they are available to all. Assignments and specific resources will be designated on the Assignment and Work Record (AWR) and are incorporated herein.

**Methods of Evaluation:** Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Other acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Tests, Work Samples, Observations, Portfolios, State Standards Testing, Learning Journals, Presentations, Quizzes, Labs, Finals.

**Students are required to report to their teacher as scheduled:** Manner of Reporting: One-on-One, Email, Online, Phone. Time: ~~8-5 pm~~ 8:30 am - 5:00 pm.  
Day: M-F. Frequency: At least once every 20 days. Duration: Full Year. Location: Virtual or In-Person.

**Voluntary Statement:** It is understood that independent study is an optional educational alternative in which no pupil maybe required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided for a student through independent study only if the student is offered the alternative of classroom instruction.

**Board Policies:** According to the Board Policy for grades TK through 12, the maximum length of time allowed between when the assignment was made and the date the assignment is due is 20 school days, unless an exception is made in accordance with the Board Policy. After 2 missed assignments, as per Board Policy, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.

**Additional Courses:** may be added to this agreement as needed if the agreement is re-signed and re-dated by the teacher and the student.

**Signatures and Dates:** I have read and I understand the terms of this agreement, and agree to all provisions set forth.

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Student Signature

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Date

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Parent/Guardian/Caregiver Signature

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Date

---

Supervising Teacher Signature

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Date

---

Other Signature

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Date

---

Other Signature

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Date

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Other Signature

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Date

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Other Signature

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Date



## Monarch River Academy Acknowledgement of Responsibilities

**Student:**

**Student Number:**

**Address:**

**Location:**

**1st Phone Number:**

**DOB:**

**Program Placement:**

**Contract Term: Full Year**

**Beginning Date:**

**End Date:**

**Year:**

**2nd Phone Number:**

**Grade Level:**

**School for Classroom Option:**

### **Students Agreement/Responsibilities**

- I voluntarily request participation in this independent study program and have read and understand the terms of the master agreement.
- I will complete all course work outlined in the master agreement, and as assigned to me in the periodic Student Assignment and Work Record.

### **Parent/Legal Guardians Agreement**

I agree to the above conditions listed under Students Agreement/Responsibilities. I also understand that:

- I am responsible for the daily monitoring/verification of all subjects studied, with scheduled monitoring by the Independent Study Teacher.
- If I become aware of special or extenuating circumstances that will prohibit my student from turning in the assigned work by the due date, I will contact the Independent Study Teacher prior to the due-date to make alternative arrangements.
- I understand that it is my responsibility to provide any needed transportation for my child's scheduled meetings at a mutually agreed upon location reflected on the face of the master agreement and that lack of transportation is not an acceptable reason for failing to meet with the Independent Study Teacher. I have the right to appeal any decision about my child's placement in accordance with the school's policies and procedures.

### **Independent Study Teachers Agreement**

- The Independent Study Teacher will assign a body of work to be completed during the duration of this agreement.
- The Independent Study Teacher will evaluate work in a timely manner.
- The Independent Study Teacher will notify the student and parent/legal guardian of the academic credit granted for work completed.

We, the undersigned, understand the voluntarily agree to the terms and conditions of this Independent Study agreement. Our signatures below indicate that we voluntarily participated in the establishment of these Agreements/Responsibilities and that we understand and accept our responsibilities in relation to this document.

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Student Signature

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Date

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Parent/Guardian/Caregiver Signature

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Date

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Teacher Signature

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Date

---

Other Signature

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Date

# Monarch River Academy

## 2019-2020 Board Meeting Calendar

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
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29	30					

October 2019						
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November 2019						
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December 2019						
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29	30	31				

January 2020						
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February 2020						
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March 2020						
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29	30	31				

April 2020						
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May 2020						
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31						

June 2020						
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28	29	30				

July 2020						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



Board Meetings

Sep 21	Board Training 9:00 am - 4:00 pm
Oct 24	Board Meeting 5:15 pm
Nov 20	Board Meeting 5:15 pm
Dec 12	Board Meeting 5:15 pm

Jan 23	Board Meeting 5:15 pm
Feb 13	Board Meeting 5:15 pm
Mar 26	Board Meeting 5:15 pm
April 23	Board Meeting 5:15 pm
May 14	Board Meeting 5:15 pm
Jun 11	Board Meeting 5:15 pm