

**Western Sierra Charter School
Board of Directors Meeting
Tuesday, June 16, 2020**

Closed Session Regular Board Meeting – **2:30 PM**
Open Session Regular Board Meeting – **following (2:45 PM)**

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Western Sierra Charter Schools (WSCS) Board of Directors (Board) and employees of WSCS shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

<https://www.facebook.com/wscsfamily/live>

Members of the public who wish to make written comment to the Board for this meeting should make their written request at least 24 hours prior to the meeting at:

<http://www.wscsfamily.org/board-request.html>

Members of the public who wish to make live, spoken comment during this meeting should make their written request at least 24 hours prior to the meeting at: <http://www.wscsfamily.org/board-request.html>. Public will remain muted until appropriate time. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board of Directors may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a member of the public if comments or actions disrupts the Board meeting.

Access to Board Materials: A copy of the written materials which will be submitted to the WSCS Board may be reviewed by any interested persons on <http://www.wscsfamily.org/board-agenda-and-minutes.html> website along with this agenda following the posting of the agenda at least 72 hours in advance of this meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 24 hours prior to the meeting at <http://www.wscsfamily.org/board-request.html>. All efforts will be made for reasonable accommodations. The agenda and public documents can be modified upon request as required by Section 202 of the Americans with Disabilities Act.

AGENDA

1. Call to Order
2. Roll Call to Establish Quorum
3. *Approve Board Meeting Agenda for June 16, 2020
4. Thanks to Board Member Richard Shehadey for his service

Closed Session

- a). New 3-year board term beginning with the 2020/2021 school year for
B. Fulce and M. Den Hartog

Open Session

5. Report from Closed Session
6. *Approve New 3-year board term beginning with the 2020/2021 school year for
B. Fulce and M. Den Hartog
7. *Approve Board Minutes from May 21, 2020 Board Meeting
Discussion/Changes
8. Hearing of Persons Wishing to Address the Board
9. Written Communications (*if any*)

10. *Approve warrant report for 5-15-2020 to 6-10-2020
11. *Approve 2020/2021 Budget for Mountain Home School
Jody Jeffers
12. *Approve 2020/2021 Budget for Glacier High School
Jody Jeffers
13. *Approve 2020/2021 Budget for Endeavor Charter School
Jody Jeffers
14. *Approve EPA Resolution #2019-2020-03 for Mountain Home School
Jody Jeffers
15. *Approve EPA Resolution #2019-2020-04 for Glacier High School
Jody Jeffers
16. *Approve EPA Resolution #2019-2020-05 for Endeavor Charter School
Jody Jeffers
17. *Approve COVID-19 Operations Written Report for Mountain Home School Charter
Mindy Klang
18. *Approve COVID-19 Operations Written Report for Glacier High School
Mindy Klang
19. *Approve CalSTRS application
Michael Cox
20. *Approve Resolution #2019-2020-06 for CalSTRS EPMC for Endeavor Charter School
Michael Cox
21. *Approve Resolution #2019-2020-07 for CalSTRS Pre-tax Deductions for Voluntary Receivable for Endeavor Charter School
Michael Cox
22. *Approve designation of Board President as agent of the board to review and accept the Charter Revolving Loan Agreement
23. *Approve Resolution #2019-2020-08 – Execution of the Charter Revolving Loan Agreement
24. *Approve applying for Walton Family Foundation School Start up Grant
25. *Approve public notice to employ Sandra Johnson on a Provisional Internship Permit for the 2020/2021 School year
26. *Approve the 360 Accelerator invoice for the 2020/2021 School year
27. *Approve 2020 list of obsolete/surplus Chromebooks
28. Reports
 - a). Executive Directors Report – Michael Cox
 - 1). Building opening and mitigation
29. Next Scheduled Board Meeting Tuesday, June 16, 2020 fifteen (15) minutes following adjournment.
30. *Adjournment

**Western Sierra Charter School
Board of Directors Meeting
Tuesday, June 16, 2020**

Open Session Special Board Meeting – Fifteen minutes following regular board meeting

This meeting will be by teleconference pursuant to Executive Orders N-25-20 and N-29-20.

The Western Sierra Charter Schools (WSCS) Board of Directors (Board) and employees of WSCS shall meet via the Zoom meeting platform. Members of the public who wish to access this Board meeting may do so at:

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AGENDA

1. Call to Order
2. Roll Call to Establish Quorum
3. *Approve Special Board Meeting Agenda for June 16, 2020
4. *Approve Board Minutes from June 16, 2020 Regular Board Meeting
Discussion/Changes
23. Next Scheduled Board Meeting Thursday, September 10, 2020
27. *Adjournment

Western Sierra Charter School
Board of Directors Meeting Minutes
Tuesday, May 21, 2020
2:30 PM

1. Call to Order

Darin Soukup called the meeting to order at 2:38 PM, May 21, 2020.
Meeting was accomplished via Zoom with Eric Hagan hosting.
Also streamed through Face Book Live.

2. Roll Call to Establish Quorum

Quorum established.

Board Members Present: Margaret Den Hartog, Tamara Dent, Brian Fulce,
Jacqueline Pucheu, Richard Shehadey and Darin Soukup

Absent: Monika Moulin and Joyce Vind

WSCS Staff Present: Michael Cox, Mindy Klang, Jody Jeffers, Diane Neulinger
Eric Hagen and Nancy Garcia

3. *Approve Board Meeting Agenda for May 21, 2020.

Approved

Motion: Tamara Dent Second: Margaret Den Hartog Vote: Unanimous roll call

Closed Session 2:45 PM

Jody Jeffers was asked to join in closed session by Board Member Soukup.

a). Executive Director salary approval for 20/21

Open Session 2:58 PM

4. Report from Closed Session.

Board Member Soukup reported that the board voted unanimously to approve the 20/21 salary for the Executive Director.

5. *Approve Board Minutes from March 10, 2020 Board Meeting

Approved

Motion: Brian Fulce Second: Richard Shehadey Vote: Unanimous roll call

6. *Approve Board Minutes from March 31, 2020 Special Board Meeting

Amendments to item # 2 – Board Member Den Hartog was not present and item #5 – change wording from “Minutes” to “Agenda”.

Approved

Motion: Richard Shehadey Second: Tamara Dent Vote: Unanimous roll call

7. Hearing of Persons Wishing to Address the Board

None

8. Written Communications (if any)

None

9. *Approve warrant report for 3-1-2020 to 5-14-2020

Approved

Motion: Brian Fulce

Second: Richard Shehadey

Vote: Unanimous by roll call

10. Reports

a). Executive Directors Report – Michael Cox

1). Staffing Plan

Teacher student caseloads will be increased in 2020/2021 due to budgetary needs. MHS and Endeavor K-8 teachers will increase by 5 to a total of 32 students and GHS and Endeavor 9-12 teachers will increase by 3 to a total of 28 students.

2). Announce Machel Arrington's retirement

3). Karen Fruth to move into SPED Coordinator position

4). Update on virtual learning

Elementary feedback from parents on virtual learning was mostly positive. They agreed it was both good and challenging. Thank you to Eric Hagen for providing training videos for the staff for the new virtual formats.

5). Building COVID-19 Mitigation Plan

Planning to open the 2020/2021 school year as planned on August 13, 2020. We will continue with some distant learning and on-site classes at a reduced class size. COVID-19 Mitigation Plan is currently being developed.

b). CBO Report – Jody Jeffers

1). Budget update for 2019/20

Budget actuals are currently on target. However, there will be some loss in revenue due to P2 ending earlier than projected. There were extra costs involved in getting teacher/staff set up to work from home.

2). Budget projection for 2020/21 and a three (3) part plan

At this time it looks good for the loan to go through. More details will follow at a later date. See Handout – "WSCS 2020-2021 Budget Background and Assumptions".

3). Enrollment Projections

MHS – 240, GHS – 100 and Endeavor – 308

c). Fresno Principals Report – Eric Hagen and Mindy Klang

(Both Fresno and Oakhurst reports were combined)

1). Graduation plan

Fresno Kindergarten Graduation was Wednesday, May 20, 2020 on Zoom and streamed live to Facebook. Very well attended and received. Virtual graduation plans have been developed for 8th grade promotion and Glacier High School graduation. 8th grade promotion will be held on Thursday, May 28, 2020 at 4:00 pm and Glacier High School graduation will be held on Friday, May 29, 2020 at 4:00 pm.

2). Opening and class schedule for 20/21

Tentative schedule for K-8 will have smaller on-site class sizes and classes will be offered more than once to accommodate more students. High School on-site classes will also have reduced class sizes. This will be achieved by sharing teachers for both campuses via distance learning and some "hybrid" classes split between on-site and virtual tutoring. Distance learning classes will be 1 hour and on-site classes will remain at 1 ½ hours.

d). Oakhurst Principals Report – Mindy Klang

1). Graduation plan

2). Opening and class schedule for 20/21

(Both Fresno and Oakhurst reports were combined)

12. *Approve hiring Angela Moons

Approved

Motion: Richard Shehadey Second: Tamara Dent

Vote: Unanimous roll call

13. *Approve Employee Budgeted Payroll Cost

Approved

Motion: Jacqueline Pucheu Second: Brian Fulce

Vote: Unanimous roll call

14. *Approve language change to the Lottery Policy

Approved

Motion: Margaret Den Hartog Second: Tamara Dent

Vote: Unanimous roll call

15. *Approve Fresno Unified School District MOU

Questions: Board Member Pucheu asked for clarification – page 17: transportation, FUSD is not responsible for any student transportation. Page 18, S1 – We will not seek any Prop 39 funds as we are not a seat-based program, page 18, S2 – At this time the building meets all ADA requirements.

Approved

Motion: Tamara Dent

Second: Jacqueline Pucheu

Vote: Unanimous roll call

16. Next Scheduled Board Meeting Tuesday, June 16, 2020 at 2:30 PM

Confirmed

17. *Adjournment.

5:04 PM

Motion: Brian Fulce

Second: Margaret Den Hartog

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of the Western Sierra Charter Schools, a California nonprofit public benefits corporation; that these minutes are of the meeting of the Board of Directors held on May 21, 2020.

Margaret Den Hartog

Minutes prepared and submitted by: Diane Neulinger

Warrant Listing
District: Western Sierra Charter School
05/15/2020 - 06/10/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount	Counter
0830800	05/20/2020	Blas, Phillip L	0100-5200	Mileage April 2020	320.44		1
			0109-5200	Mileage April 2020	124.61		2
			0109-5800	CTE COURSE #18	200.00	645.05	3
0830801	05/20/2020	DEPARTMENT OF JUSTICE	0100-5800	Fingerprint Apps April 2020	23.04		4
			0109-5800	Fingerprint Apps April 2020	8.96	32.00	5
0830802	05/20/2020	DPS MEDIA	0100-5900	Ponderosa May		117.00	6
0830803	05/20/2020	FLINN SCIENTIFIC INC.	0109-4300	CSI Kit		163.57	7
0830804	05/20/2020	Hagen, Eric A	0100-5200	Mileage April 2020	142.42		8
			0109-5200	Mileage April 2020	55.38	197.80	9
0830805	05/20/2020	IMAGE 2000 INC.	0100-5800	ACCT: WS04 Freight	18.00		10
			0109-5800	ACCT: WS04 Freight	7.00	25.00	11
0830806	05/20/2020	MULTIPLE MEASURES, LLC	0100-4300	Subscription PREM 20-21	1,266.94		12
			0109-4300	Subscription PREM 20-21	492.70	1,759.64	13
0830807	05/20/2020	RAINBOW RESOURCE CENTER INC.	0100-4300	Curriculum	1,811.88		14
				Supplies & Curriculum	619.99	2,431.87	15
0830808	05/20/2020	SELF INSURED SCHOOLS OF CALIFO	0100-3701	J. Cable credit Feb-April	6,489.90-		16
			0100-9514	May 2020 SISC	46,272.00	39,782.10	17
0830809	05/20/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Staples Order #7307314219	746.97		18
			0109-4300	Staples Order #7307314219	290.51	1,037.48	19
0830810	05/20/2020	THE LAMPO GROUP INC	0109-4300	Curriculum		1,223.38	20
0830811	05/20/2020	VALLEY YELLOW PAGES	0100-5800	Digital & Print Advertising	774.72		21
			0109-5800	Digital & Print Advertising	301.28	1,076.00	22
0831340	05/27/2020	Blas, Phillip L	0100-5900	Cell Phone May 2020	54.00		23
			0109-5900	Cell Phone May 2020	21.00	75.00	24
0831341	05/27/2020	C.A. REDING CO., INC.	0100-5800	Contract: 5/18/20 to 6/17/20	130.09		25
			0109-5800	Contract: 5/18/20 to 6/17/20	50.60	180.69	26
0831342	05/27/2020	Cox, Michael S	0100-5900	Cell Phone May 2020	54.00		27
			0109-5900	Cell Phone May 2020	21.00	75.00	28
0831343	05/27/2020	Garcia, Nancy	0100-5900	Cell Phone May 2020	54.00		29
			0109-5900	Cell Phone May 2020	21.00	75.00	30
0831344	05/27/2020	Hagen, Eric A	0100-5900	Cell Phone May 2020	54.00		31
			0109-5900	Cell Phone May 2020	21.00	75.00	32
0831345	05/27/2020	Hill, Greg	0100-5900	Cell Phone May 2020	54.00		33
			0109-5900	Cell Phone May 2020	21.00	75.00	34
0831346	05/27/2020	IMAGE 2000 INC.	0100-5800	Acct: WS06		438.98	35
0831347	05/27/2020	Jeffers, Jody L	0100-5900	Cell Phone May 2020	54.00		36
			0109-5900	Cell Phone May 2020	21.00	75.00	37
0831348	05/27/2020	Klang, Mindy C	0100-5900	Cell Phone May 2020	54.00		38
			0109-5900	Cell Phone May 2020	21.00	75.00	39
0831349	05/27/2020	PURCHASE POWER	0100-5900	Acct: 8000-9090-0397-1509	144.00		40
			0109-5900	Acct: 8000-9090-0397-1509	56.00	200.00	41
0831350	05/27/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Staples Order: 7307314219	139.65		42
			0109-4300	Staples Order: 7307314219	54.29	193.94	43
0831351	05/27/2020	TRUE VALUE	0100-4300	Maintenance Supplies	39.04		44
			0109-4300	Maintenance Supplies	15.19	54.23	45
0831352	05/27/2020	VANCOUVER COMPANY	0100-5600	Lease June 2020	8,172.00		46
			0109-5600	Lease June 2020	3,178.00	11,350.00	47
0831603	06/03/2020	ACE TROPHY SHOP	0100-4300	Plaques	64.78		48
			0109-4300	Plaques	226.75	291.53	49
0831604	06/03/2020	Amy Micu	0109-4300	Psychology Text Reimbursement		86.38	50
0831605	06/03/2020	Boe, Bruce	0109-4200	Text Reimbursement 5/28/2020		24.81	51
0831606	06/03/2020	COMCAST	0100-5900	May 1 - May 30 Services	469.40		52
			0109-5900	May 1 - May 30 Services	182.55	651.95	53
0831607	06/03/2020	COMCAST	0100-5900	May 9 - June 8 Services	23.29		54
			0109-5900	May 9 - June 8 Services	9.05	32.34	55
0831608	06/03/2020	IMAGE 2000 INC.	0100-4300	Waste Toner	51.07		56
			0109-4300	Waste Toner	19.86	70.93	57
0831609	06/03/2020	n2y, LLC	0100-4300	Unique Learning System	838.75		58
			0109-4300	Unique Learning System	326.17	1,164.92	59
0831610	06/03/2020	PACIFIC GAS & ELECTRIC	0100-5500	Utilites May 2020	841.95		60
			0109-5500	Utilites May 2020	327.43	1,169.38	61
0831611	06/03/2020	Protzman Enterprises	0100-5800	Service May 2020	183.60		62
			0109-5800	Service May 2020	71.40	255.00	63
0831612	06/03/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Staples Order #7307314219	14.30		64
				Staples Order #7307556989	210.94		65
0831613	06/03/2020	TRUE VALUE	0100-4300	Staples Order #7307314219	5.55		66
				Staples Order #7307556989	61.03	291.82	67
0831613	06/03/2020		0100-4300	Credit Memo	38.75-		68
				Maintenance Supplies	117.57		69
0831614	06/03/2020	WORDWARE INC.	0109-4300	Credit Memo	15.07-		70
				Maintenance Supplies	45.72	109.47	71
0831614	06/03/2020		0100-5800	Vending Machines - Annual Support	712.80		72
			0109-5800	Vending Machines - Annual Support	277.20	990.00	73
0832020	06/10/2020	Blas, Phillip L	0100-5200	Mileage May 2020	360.18		74
			0109-5200	Mileage May 2020	140.07	500.25	75
0832021	06/10/2020	Cox, Michael S	0100-5200	Mileage May 2020	72.86		76

			0100-5800	Reimbursement State of Information Filing	18.00		77
			0109-5200	Mileage May 2020	28.34		78
			0109-5800	Reimbursement State of Information Filing	7.00	126.20	79
0832022	06/10/2020	EMADCO DISPOSAL SERVICE INC.	0100-5500	Acct: 7108-002 Services June 2020	183.51		80
			0109-5500	Acct: 7108-002 Services June 2020	71.36	254.87	81
0832023	06/10/2020	Hagen, Eric A	0100-5200	Mileage May 2020	142.42		82
			0100-5800	Reimbursement Zoom & Weebly	39.56		83
			0109-5200	Mileage May 2020	55.38		84
			0109-5800	Reimbursement Zoom & Weebly	15.38	252.74	85
0832024	06/10/2020	Hill, Greg	0100-5200	Mileage May 2020	74.18		86
			0109-5200	Mileage May 2020	74.17	148.35	87
0832025	06/10/2020	KP CORPORATION	0100-4300	ESP Folders	346.91		88
			0109-4300	ESP Folders	134.91	481.82	89
0832026	06/10/2020	Llanos, Brooke	0109-4300	Reimbursement FCC Bookstore		91.72	90
0832027	06/10/2020	LOR'S JANITORIAL	0100-5500	Services May 2020	1,267.20		91
			0109-5500	Services May 2020	492.80	1,760.00	92
0832028	06/10/2020	Mendoza, Cristian R	0100-5200	Mileage May 2020	72.86		93
			0109-5200	Mileage May 2020	26.04	98.90	94
0832029	06/10/2020	MICHELLE HAGEN	0109-4300	Reimbursement College Books		106.57	95
0832030	06/10/2020	SELF INSURED SCHOOLS OF CALIFO	0100-9514	June SISC Voucher		46,272.00	96
0832031	06/10/2020	SIERRA TELEPHONE, INC.	0100-5900	June 1 - June 30 Services	456.35		97
			0109-5900	June 1 - June 30 Services	177.47	633.82	98
0832032	06/10/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Staples Order# 7307789008	221.87		99
			0109-4300	Staples Order# 7307789008	86.28	308.15	100
ACH-00000310	06/10/2020	Nancy Garcia	Cancelled		.00	4,072.63	101

Cancelled on 06/10/2020							
Total Number of Checks	51		121,680.28				
Count	Amount	Cancel		1		4,072.63	
Fund Summary	Fund	Description	Check Count	Expensed Amount			
0100	GENERAL FUND		44	108,082.86			
0109	INDEPEDENT CHARTER		45	9,524.79			
Total Number of Checks	50		117,607.65	Less Unpaid Sales Tax Liabil	.00	Net (Check Amount)	117,607.65
The preceding Checks have be		Page -1 of 1	055 - Western Sierra Charter Schools	Generated for Estela Vargas (EVARGAS), Jun 12 2020 9:06AM			

MOUNTAIN HOME SCHOOL CHARTER 2020-21

EDUCATION PROTECTION ACCOUNT RESOLUTION

Resolution #2019-20-03

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received

from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Western Sierra Charter Schools;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Western Sierra Charter Schools has determined to spend the estimated \$169,746 budgeted (\$182,680 calculated by the LCFF calculator) monies received in 2020-21 from the Education Protection Act in Revenue Limit transfers to fund direct instructional services in the Mountain Home School Charter.

DATED: June 16, 2020

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Glacier High School Charter 2020-21

EDUCATION PROTECTION ACCOUNT RESOLUTION

Resolution #2019-2020-04

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received

from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Western Sierra Charter Schools;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Western Sierra Charter Schools has determined to spend the estimated \$133,823 budgeted (\$144,020 calculated by the LCFF calculator) monies received in 2020-21 from the Education Protection Act in Revenue Limit transfers to fund direct instructional services in the Glacier High Charter School.

DATED: June 16, 2020

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Endeavor Charter School 2020-21

EDUCATION PROTECTION ACCOUNT RESOLUTION
Resolution #2019-2020-05

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received

from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Western Sierra Charter Schools;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Western Sierra Charter Schools has determined to spend the estimated \$56,170 budgeted (\$60,450 calculated by the LCFF calculator) monies received in 2020-21 from the Education Protection Act in Revenue Limit transfers to fund direct instructional services in the Endeavor Charter School.

DATED: June 16, 2020

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

COVID-19 Operations Written Report for Mountain Home School Charter

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Mountain Home School Charter	Michael Cox Director	Director 559--642--1422	06/16/2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Mountain Home School Charter developed, trained teachers, and implemented a distance learning program within 1 week of Governor Newsom's Issued Executive Order of school closure on 3/13/20. Mountain Home's math instructional classes changed to an online delivery method beginning the week of 3/23/20. Once our math courses were underway, we focused our attention to distance learning for our enrichment classes which began 4/20/20, after our Spring week-long school break.

Mountain Home School Charter continued to provide services and accommodations to students with disabilities and to our unduplicated pupils (low income, EL, homeless/foster youth) by holding meetings and classes in an online format and ensuring that these students had access to a laptop or chromebook to continue services.

When the school shutdown occurred, families enrolled at Glacier were notified, by our school communication system called Parent Square, that our packaged breakfasts were available for any family with pick-up at our school campus. In addition, our local partner school districts (FUSD and YUSD) provided school breakfast and lunches for any child in the community, up to the age 18, irregardless of what school the child attended. This meal service operated Monday through Friday throughout school closures.

As an independent study, personalized learning school, our teaching staff met with parents and students by either telephone or video conference on a regular weekly and/or monthly basis. Administrative and staff meetings were held regularly via video conference to connect with members of our school team.

No major facility changes were needed to move into a Distance Learning model. Our school already provided every student with a chromebook prior to school campus closure. In addition, for a few students needing internet access in their home, local community internet services granted families internet access free of charge during the shutdown.

Planning for the 2020-21 school year, Mountain Home School Charter will follow all state directives for safe reopening including social distancing and health & sanitation guidelines. As such, we have planned for a hybrid instructional program encompassing distance learning instruction with small class size on site classes.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Mountain Home is a public California Elementary school which operates a program of Personalized Learning, a unique blended classroom and non-classroom based educational model that is tailored to the needs and interests of each individual student. We work cooperatively with parents and students to ensure that curricular and instructional pieces are built around each student's needs, abilities, and interests. Our personalized learning focus allows us to serve all pupils of diverse learning needs including English learners, foster youth, and low-income. This allows Mountain Home to tailor the education methods best suited to the needs of each individual student. Regardless of socioeconomic status, limited English, or those in foster youth, learning continued during school closure. As with all students who attend Mountain Home, our standards-aligned curriculum includes integrated learning models for EL students. In addition, every EL, foster youth, and low-income student is provided with a credentialed advising teacher who works closely with the student and his/her parent on a frequent, regular basis providing needed guidance and support. All unduplicated students have access to weekly on campus and distance learning classes which serve as added supports. Of our total enrollment of 2019-20 in Mountain Home, 42.35% were unduplicated pupils with 0.26% homeless/foster youth; 1.53% for EL pupils; and 40.56% qualified as low-income.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Mountain Home School Charter developed, trained teachers, and implemented a distance learning program within 1 week of Governor Newsom's Issued Executive Order of school closure on 3/13/20. Mountain Home's math classes changed to an online delivery method beginning the week of 3/23/20.

The Distance Learning Plan was implemented by our math teachers at Mountain Home as follows:

Instructional Methods:

Live Google Meet Classes: Live Google Meet classes were scheduled during their normal ONSITE scheduled time.

Recorded Classes: All live Google Meet classes were recorded and posted for those students that were not able to join the live Google Meets.

Instructional Video Links: Teachers posted links to instructional videos that either replaced or supplemented student learning in that class.

Student Tutoring Sessions: Teachers created individual or small group tutoring sessions for students that needed additional help. These tutoring sessions were also recorded but may not have been posted in Google Classroom.

Teachers typically replied to a student's question and email within a 24 hour period window (on a school day).

The preferred method of communication was EMAIL or Google Meets (sometimes audio only).

Teachers assigned work that could be turned in virtually through their Google Classroom. They also posted directions on how and when to turn in these assignments.

Teachers were also able to offer guidance to students regarding late assignments if students were having difficulties turning in work. Teachers were able to help connect students to our tech support.

Teachers continued their normal grading policies and procedures and emailed students a monthly progress report. For grading, we continued to use letter grades A, B, C. We did not assign D or F grades. If a student earned a D they would receive a "P" or pass for credit. If a student earned an F they would receive a "NC" or NO CREDIT for the class. We removed a late work penalty. If a student was not passing a class, the teacher reached out to the student's parent/legal guardian and documented communication. This documentation was also provided to the principal. Teachers were expected to provide all current IEP and Section 504 Plan accommodations during their distance learning classes. In addition, teachers contacted our SPED Administrator regarding any IEP questions and the principal regarding any Section 504 Plan questions.

Mountain Home School's (ungraded, optional) Enrichment classes for kindergarten through grade 8 began on 4/20/20. Teachers offering this educational option to students used the same instructional methods as our graded math courses, that is, they held Live Google Meet Classes with some teachers posting videos and assignments through Google Classroom, depending upon the type of enrichment provided.

Technology Assistance and Training: Teachers watched technology training videos, in addition to a one day IN Person training day. Teachers were also able to give basic Tech Support to students while presenting in their Google classes.

Teachers had access to tech support in the following ways:

Tech Support request document

From our Tech Coordinator, Tech Administrator and Certified Google Classroom teacher

Teachers had access to the following distance learning instructional materials:

Laptops

Headphones

Promethean boards

Document cameras

Students & Parents were given access to the following Tech Support: Help Videos shared through Parent Square (i.e. How to Get on Google Meet).

Students were able to:

1. Request Tech Support by contacting their Advising Teachers and reach out to the appropriate Tech Support staff;
2. Contact the distance learning teacher for basic troubleshooting and navigating through Google Classroom features
3. All students had hard copies of student textbooks, novels, and/or manuals needed for each class at home.

4. Any other instructional aides or supports were provided in their Google Classes.
5. Mountain Home provided all students with the option of receiving a student chromebook as part of their school materials.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

In August 2019, Mountain Home School Charter began a meal program for the first time. We used a vending machine that we stocked with milk and ready-to-go USDA-approved school breakfast meals. These meals were available at no cost to any student qualifying as Free or Reduced Meal status. Further, these meals were available to all other students at our school at minimal cost. When the school shutdown occurred, families enrolled at Mountain Home were notified, by our school communication system Parent Square, that our packaged breakfasts were available for any family with pick-up at our school campus. In addition, our local partner school districts (YUSD and FUSD) provided school breakfast and lunch for any child in the community, up to the age 18, irregardless of what school the child attended. This meal service operated Monday through Friday throughout school closures.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Mountain Home's educational model was not disrupted due to the closure because students were already being supervised by their parents/guardians during the school day. Furthermore, we have been fortunate to maintain a close connection with all of our families and all staff members.

Mountain Home School Charter is a California public, personalized learning charter school that operates an independent study program for students in TK-8 grade. We meet the needs of students who, together with their parents/guardians, have decided that a home-based style of education best suits them. This parent-led education, with parents assuming the role of teacher, creates an effective and successful environment for educating their children. Mountain Home believes that incorporating and empowering parents within the educational process is critically important, and is an essential part of how we operate as a charter school. The parents' priorities, their leadership, and their daily hands-on involvement are essential to the progress and success of each student. This involvement is guided by a credentialed teacher who has also been trained as an advisor, counselor, and curriculum specialist. As an independent study, home-based program, students and their parents meet frequently with their assigned, credentialed Advising Teacher to discuss not only a student's academic progress, but also the well-being of each student. Our Advising Teachers, the student, and their parent/guardian work cooperatively and develop a strong relationship and trust with the family.

COVID-19 Operations Written Report for Glacier High School Charter

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Glacier High School Charter	Michael Cox Director	mcox@wscsfamily.org (559) 642-1422	06/16/2020

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Glacier High School Charter developed, trained teachers, and implemented a distance learning program within 1 week of Governor Newsom's Issued Executive Order of school closure on 3/13/20. Glacier classes changed to an online delivery method beginning the week of 3/23/20.

Glacier High School Charter continued to provide services and accommodations to students with disabilities and to our unduplicated pupils (low income, EL, homeless/foster youth) by holding meetings and classes in an online format and ensuring that these students had access to a laptop or chromebook to continue services.

When the school shutdown occurred, families enrolled at Glacier were notified, by our school communication system called Parent Square, that our packaged breakfasts were available for any family with pick-up at our school campus. In addition, our local partner school districts (FUSD and YUSD) provided school breakfast and lunches for any child in the community, up to the age 18, irregardless of what school the child attended. This meal service operated Monday through Friday throughout school closures.

As an independent study, personalized learning school, our teaching staff met with parents and students by either telephone or video conference on a regular weekly and/or monthly basis. Administrative and staff meetings were held regularly via video conference to connect with members of our school team.

No major facility changes were needed to move into a Distance Learning model. Our school already provided every student with a chromebook prior to school campus closure. In addition, for a few students needing internet access in their home, local community internet services granted families internet access free of charge during the shutdown.

Planning for the 2020-21 school year, Glacier High School Charter will follow all state directives for safe reopening including social distancing guidelines. As such, we have planned for a hybrid instructional program encompassing distance learning instruction with small class size on site classes.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Glacier is a public California High School which operates a program of Personalized Learning, a unique blended classroom and non-classroom based educational model that is tailored to the needs and interests of each individual student. We work cooperatively with parents and students to ensure that curricular and instructional pieces are built around each student's needs, abilities, and interests. Our personalized learning focus allows us to serve all pupils of diverse learning needs including English learners, foster youth, and low-income. This allows Glacier to tailor the education methods best suited to the needs of each individual student. Regardless of socioeconomic status, limited English, or those in foster youth, learning continued during school closure.

As with all students who attend Glacier, our standards-aligned curriculum includes integrated learning models for EL students. In addition, every EL, foster youth, and low-income student is provided with a credentialed advising teacher who works closely with the student and his/her parent on a frequent, regular basis providing needed guidance and support. All unduplicated students have access to weekly on campus and distance learning classes which serve as added supports. Of our total enrollment of 2019-20 in Glacier, 39.42% were unduplicated pupils with 0.73% homeless/foster youth; 0% for EL pupils; and 38.69% qualified as low-income.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Glacier High School Charter developed, trained teachers, and implemented a distance learning program within 1 week of Governor Newsom's Issued Executive Order of school closure on 3/13/20. Glacier classes changed to an online delivery method beginning the week of 3/23/20.

The Distance Learning Plan was implemented by teachers at Glacier High as follows:

Instructional Methods:

Live Google Meet Classes: Live Google Meet classes were scheduled during their normal ONSITE scheduled time.

Recorded Classes: All live Google Meet classes were recorded and posted for those students that were not able to join the live Google Meets.

Instructional Video Links: Teachers posted links to instructional videos that either replaced or supplemented student learning in that class.

Student Tutoring Sessions: Teachers created individual or small group tutoring sessions for students that needed additional help. These tutoring sessions were also recorded but may not have been posted in Google Classroom.

Teachers typically replied to a student's question and email within a 24 hour period window (on a school day).

The preferred method of communication was EMAIL or Google Meets (sometimes audio only).

Teachers assigned work that could be turned in virtually through their Google Classroom. They also posted directions on how and when to turn in these assignments.

Teachers were also able to offer guidance to students regarding late assignments if students were having difficulties turning in work.

Teachers were able to help connect students to our tech support.

Teachers continued their normal grading policies and procedures and emailed students a monthly progress report. For grading, we continued to use letter grades A, B, C. We did not assign D or F grades. If a student earned a D they would receive a "P" or pass for credit. If a student earned an F they would receive a "NC" or NO CREDIT for the class. We removed a late work penalty.

If a student was not passing a class, the teacher reached out to the student's parent/legal guardian and documented communication. This documentation was also provided to the principal.

Teachers were expected to provide all current IEP and Section 504 Plan accommodations during their distance learning classes. In addition, teachers contacted our SPED Administrator regarding any IEP questions and the principal regarding any Section 504 Plan questions.

Technology Assistance and Training: Teachers watched technology training videos, in addition to a one day IN Person training day. Teachers were also able to give basic Tech Support to students while presenting in their Google classes.

Teachers had access to tech support in the following ways:

Tech Support request document

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Students & Parents were given access to the following Tech Support: Help Videos shared through Parent Square (i.e. How to Get on Google Meet).

Students were able to:

1. Request Tech Support by contacting their Advising Teachers and reach out to the appropriate Tech Support staff;
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3. All students had hard copies of student textbooks, novels, and/or manuals needed for each class at home.
4. Any other instructional aides or supports were provided in their Google Classes.
5. Glacier High School provided all students with the option of receiving a student chromebook as part of their school materials.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

In August 2019, Glacier High School Charter began a meal program for the first time. We used a vending machine that we stocked with milk and ready-to-go USDA-approved school breakfast meals. These meals were available at no cost to any student qualifying as Free or Reduced Meal status. Further, these meals were available to all other students at our school at minimal cost. When the school shutdown occurred, families enrolled at Glacier were notified, by our school communication system Parent Square, that our packaged breakfasts were available for any family with pick-up at our school campus. In addition, our local partner school districts (YUSD and FUSD) provided school breakfast and lunch for any child in the community, up to the age 18, irregardless of what school the child attended. This meal service operated Monday through Friday throughout school closures.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Glacier High's educational model was not disrupted during the closure because students were already being supervised by their parents/guardians during the school day. Furthermore, we have been fortunate to maintain a close connection with all of our families and all staff members.

Glacier High School Charter is a California public, personalized learning charter school that operates an independent study program for students in 9th-12th grade. We meet the needs of students who, together with their parents/guardians, have decided that a home-based style of education best suits them. This parent-led education, with parents assuming the role of teacher, creates an effective and successful environment for educating their children. Glacier High believes that incorporating and empowering parents within the educational process is critically important, and is an essential part of how we operate as a charter school. The parents' priorities, their leadership, and their daily hands-on involvement are essential to the progress and success of each student. This involvement is guided by a credentialed teacher who has also been trained as an advisor, counselor, and curriculum specialist. As an independent study, home-based program, students and their parents meet frequently with their assigned, credentialed Advising Teacher to discuss not only a student's academic progress, but also the well-being of each student. Our Advising Teachers, the student, and their parent/guardian work cooperatively and develop a strong relationship and trust with the family.

Read the following information and instructions before completing the CalSTRS Activation Packet (ES1796). Type or print in dark ink and initial all corrections. For timely processing, complete all fields and signatures and submit all supporting documents.

BACKGROUND INFORMATION

Prior to submitting retirement reports and contributions to CalSTRS, a new Charter School, Pre-K-12 School District or Community College District must apply for CalSTRS activation of a reporting account called Report Unit ID (RU ID). Application for CalSTRS Activation ES1796 Form must be fully completed and submitted with supporting documents.

CalSTRS offers the following benefit programs to members. For more details on these programs please follow the links here. The default retirement plan for CalSTRS Activation is DB and DBS. If you are interested in offering CB please contact us for more information.

- Defined Benefit Program - [DB](#)
- Defined Benefit Supplement Program - [DBS](#)
- Cash Balance Benefit Program - [CB](#)
- [Pension2®](#) Voluntary Supplemental Savings Plan

INSTRUCTIONS AND DEFINITIONS

SECTION 1: SCHOOL INFORMATION

- **School Name** – School/District/College name
- **CDS Code** – 14-digit County-District-School Code is a unique number assigned to a California public school by the California Department of Education (CDE).
- **County** – The county boundary of the school's location
- **School Type** – Select the most appropriate type of school
 - **Community College District**
 - **Non-Charter Pre-K-12 School or School District**
 - **Other School Types** - ROP, JPA, Adult Schools
 - **Charter School**
- **For Charter School, provide the following:**
 - **Charter Number** – 4-digit tracking number assigned by the State Board of Education (SBE)
 - **Chartering Authority** – The administrative authority whose governing board approved the charter petition. Chartering Authority can either be the School District, the County Office of Education (COE), or the State Board.

- **CMO** – Charter Management Organization or the non-profit public benefit organization of the charter school

- **Mailing Address** – The mailing address of the school
- **Site Address** – The physical location of the school
- **Activation Contact Name(s)** – Name(s) of the point of contact for activation application
- **Email(s)** – Email address(es) of the Activation Contact Name(s)
- **Telephone(s)** – Phone number(s) of the Activation Contact Name(s)

SECTION 2: CALSTRS RETIREMENT REPORTING

- **Report Unit ID** – This is assigned by the County Office of Education (COE). The 5-digit code consists of the first 2 for the County Code, and next 3 for the school's unit code.
- **CalSTRS Start Date** – The start date of CalSTRS service due for CalSTRS reporting and contributions
- **School Open Date** – The opening date of school operation; first day of classroom instruction
- **Retirement Processing Office** – The District, Third Party/Back Office Vendor, or the CMO office processing retirement data and submitting retirement reports to COE.
- **Retirement Mailing Address** – The mailing address of the Retirement Processing Office
- **Retirement Contact Names(s)** – The contact person(s) at the Retirement Processing Office
- **Retirement Email(s)** – The email address(es) of the Retirement Contact Name(s)
- **Retirement Telephone(s)** – The phone number(s) of the Retirement Contact Name(s)
- **Payroll Processing Office** – The District, Third Party/Back Office Vendor, or the CMO office processing payroll and/or submitting retirement contributions to COE.
- **Payroll Mailing Address** – The mailing address of the Payroll Processing Office
- **Payroll Contact Names(s)** – The contact person(s) at the Payroll Processing Office
- **Payroll Email(s)** – The email address(es) of the Payroll Contact Name(s)
- **Payroll Telephone(s)** – The phone number(s) of the Payroll Contact Name(s)

SECTION 3: EMPLOYER PICK-UP OF MEMBER CONTRIBUTIONS (EPMC)

If employer chose to implement the provisions of EPMC, mark the following checkbox AND provide the required information.

- ☐ The Governing Board has pursued action to provide EPMC for employees who are members of CalSTRS.
- **Date Adopted by the Governing Board** – The date when the governing board adopted the EPMC Resolutions
 - **Effective Date** – The effective date of the adopted EPMC Resolutions; EPMC effective date may be equal to and not later than CalSTRS Start Date.
 - **Board Minutes or Memorandum** – The approved board minutes or executed memorandum adopting the EPMC Resolutions
 - **Executed Resolutions** – EPMC Resolutions with signatures and dates. See Examples page for Resolution language.

SECTION 4: PRE-TAX DEDUCTIONS FOR VOLUNTARY RECEIVABLE

If employer chose to implement the provisions of Pre-Tax Deductions for Voluntary Receivable, mark the following checkbox AND provide the required information.

- ☐ The Governing Board has pursued action to provide Pre-Tax Deductions for Voluntary Receivable for employees who are members of CalSTRS.
- **Date Adopted by the Governing Board** – The date when the governing board adopted the Pre-Tax Deductions for Voluntary Receivable Resolutions
 - **Effective Date** – The effective date of the adopted Pre-Tax Deductions for Voluntary Receivable Resolutions may not be later than; the resolutions effective date may be equal to and not later than CalSTRS Start Date.
 - **Board Minutes or Memorandum** – The approved board minutes or executed memorandum adopting Pre-Tax Deductions for Voluntary Receivable Resolutions
 - **Executed Resolutions** – Resolutions with signatures and dates. See Examples page for Resolution language.

SECTION 5: REQUIRED SIGNATURE

Official School Representative – School Administrator, CBO, CEO, Principal, Superintendent. Print name and title of the official representative; affix signature and date.

SECTION 6: SUPPORTING DOCUMENTS

Supporting documents must be submitted along with this activation form.

Charter Schools:

1. Board Minutes, Memorandums, Resolutions or any form of official documents from the authorizing governing board substantiating the adoption of the charter petition, operational agreement, this application, the EPMC Resolutions, and the Voluntary Deductions Resolutions
2. Electronic Copy of all official documents including but not limited to charter petition, any material revisions, memorandum of understanding or operational agreement, official board documents per Item 1, CDE registration
3. Email this completed form with Items 1 and 2 to CharterSchoolQuestions@calstrs.com.

Non-Charter Schools, Community Colleges:

1. Board Minutes, Memorandum, Resolutions or any form of official documents from the authorizing governing board substantiating the adoption of the proposal to establish the school district/community college entity, operational agreement, this application, the EPMC Resolutions, the Voluntary Deductions Resolutions
2. Electronic Copy of all official documents including but not limited to official proposals, any material revisions, memorandum of understanding or operational agreement, official board documents per Item 1, CDE registration or Board of Community Colleges (for CCDs)
3. Email this completed form with Items 1 and 2 to EmployerHelp@calstrs.com.

QUESTIONS AND SUBMISSION

Please submit *completed Application for CalSTRS Activation* packet ES1796 and all supporting documents via email.

Charter schools, please contact CharterSchoolQuestions@CalSTRS.com.

Non-charter schools, including community colleges, please contact EmployerHelp@CalSTRS.com.

IRS APPROVED MODEL OF EMPC RESOLUTION

WHEREAS, the _____ School District [_____ County Superintendent of Schools] has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Teachers' Retirement Board of the California State Teachers' Retirement System (CalSTRS) adopted its resolution of IRC section 414(h)(2) on May 17, 1985; and

WHEREAS, the Internal Revenue Service has stated on August 27, 1985, that the implementation of the provisions of IRC section 414(h)(2) pursuant to the resolution of the Teachers' Retirement Board would satisfy the legal requirements of IRC section 414(h)(2); and

WHEREAS, the _____ School Board [_____ County Superintendent of Schools] has determined that even though the implementation of the provisions of IRC section 414(h)(2) is not required by law, the tax benefit offered by IRC section 414(h)(2) should be provided to its employees who are members of CalSTRS.

NOW, THEREFORE, BE IT RESOLVED:

- I. That the School District [County Superintendent of Schools] will implement the provisions of IRC section 414(h)(2) by making employee contributions to CalSTRS on behalf of its employees who are members of CalSTRS. "Employees contributions" shall mean those contributions to CalSTRS which are deducted from the salary of employees and are credited to individual employees' accounts.
- II. That the contributions made by the School District [County Superintendent of Schools] to CalSTRS, although designated as employee contributions, are being paid by the School District [County Superintendent of Schools] in lieu of contributions by the employees who are members of CalSTRS.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the School District [County Superintendent of Schools] to CalSTRS.
- IV. That the School District [County Superintendent of Schools] shall pay to CalSTRS the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the School District [County Superintendent of Schools] to CalSTRS on behalf of an employee shall be the entire contribution required of the employee by the Teachers' Retirement Law (California Education Code sections 22000 et seq.)
- VI. That the contributions designated as employee contributions made by the School District [County Superintendent of Schools] to CalSTRS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalSTRS.
- VII. That the School District [County Superintendent of Schools] shall make no contributions designated as employee contributions until CalSTRS has developed and implemented procedures for administering the provisions of Section 414(h)(2) of the Internal Revenue Code and until CalSTRS has officially notified the School District [County Superintendent of schools] that it will accept contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

PRE-TAX DEDUCTIONS FOR VOLUNTARY RECEIVABLE RESOLUTION

WHEREAS, Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pickup" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS, under the California State Teachers' Retirement System (CalSTRS) plan conditions, members may be allowed to redeposit contributions previously withdrawn plus interest and/or purchase permissive service credit;

NOW THEREFORE, BE IT RESOLVED, that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to CalSTRS;

BE IT FURTHER RESOLVED, that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with CalSTRS retirement plan requirements.

Application for CalSTRS Activation

ES1796 REV 05/20

[For CalSTRS' Official Use Only]

CALSTRS®

California State Teachers' Retirement System
P.O. Box 15275, MS 17
Sacramento, CA 95851-0275
800-228-5453
CalSTRS.com

This activation is for Defined Benefit (DB) and Defined Benefit Supplement (DBS) Retirement Plans.
If you would like to offer the Cash Balance (CB) Retirement Plan, please contact us for more information.

Section 1: School Information

SCHOOL NAME

Endeavor Charter School

CDS CODE

10-62166-0140038

COUNTY

Fresno

SCHOOL TYPE

- ☐ COMMUNITY COLLEGE DISTRICT: CDS CODE not applicable
☐ NON-CHARTER PRE-K-12 SCHOOL
☐ OTHER SCHOOL TYPE (ROP, JPA, ADULT EDUCATION, CHILD CARE)
☒ CHARTER SCHOOL: Please provide the following additional information for Charter School Type only:
- | | |
|-----------------------|-------------------------------------|
| CHARTER NUMBER: | 2099 |
| CHARTERING AUTHORITY: | Fresno Unified School District |
| CMO: | Western Sierra Charter Schools Inc. |

MAILING ADDRESS

777 W. Shaw, Fresno, CA 93704

SITE ADDRESS

777 W. Shaw, Fresno, CA 93704

ACTIVATION CONTACT NAME(S)

1. Micahel Cox
2. Jody Jeffers

EMAIL(S)

1. mcox@wscsfamily.org
2. jjeffers@wscsfamily.org

TELEPHONE(S)

1. 559-642-1422
2. 559-642-1422



ES1796

Section 2: CalSTRS Retirement Reporting Information

REPORT UNIT ID ASSIGNED BY COE	
CALSTRS START DATE	July 1, 2020
SCHOOL OPEN DATE	August 13, 2020
RETIREMENT PROCESSING OFFICE	Madera County Superintendent of Schools
RETIREMENT MAILING ADDRESS	1105 S. Madera Ave., Madera, CA 93637
RETIREMENT CONTACT NAME(S)	1. Carrie Dennis
	2.
RETIREMENT EMAIL(S)	1. cdennis@mcsos.org
	2.
RETIREMENT TELEPHONE(S)	559-662-6237
PAYROLL PROCESSING OFFICE	Madera County Superintendent of Schools
PAYROLL MAILING ADDRESS	1105 S. Madera Ave., Madera, CA 93637
PAYROLL CONTACT NAME(S)	1. Carrie Dennis
	2.
PAYROLL EMAIL(S)	1. cdennis@mcsos.org
	2.
PAYROLL TELEPHONE(S)	559-662-6237

Section 3: Employer Pick-Up of Member Contributions - Tax Treatment of Member Contributions

Employer “pick-up” of member contributions (EPMC) is a program set forth in the provision of Internal Revenue Code section 414(h)(2) whereby employee contributions are non-taxable when they are reported as paid by the employer. The EPMC may be picked up for the purpose of deferring taxes provided the contributions are deducted from the member’s salary. These contributions are still considered part of the employee’s compensation for everything except tax treatment.

If an employer chooses to implement the provisions of EPMC, the governing board of that employer must take formal action to adopt a resolution in conformance with the IRS approved model resolution. Adoption of the EPMC resolution requires all CalSTRS members to be covered. If a resolution for EPMC is not adopted, only non tax-deferred contributions can be reported to CalSTRS.

Select One:

- ☐ The Governing Board is not pursuing action to provide EPMC for employees who are members of CalSTRS at this time.
- ☒ The Governing Board has pursued action to provide EPMC for employees who are members of CalSTRS. Please provide the following:
- Date Adopted by the Governing Board June 16, 2020
 - EPMC Pre-Tax Receivable Effective Date July 1, 2020
 - Required Board Documents:
 - Board minutes or official memorandum adopting pre-tax EPMC
 - Executed EPMC Resolution – see Examples page for resolution language

Section 4: Pre-Tax Deductions for Voluntary Receivable Resolution (see Examples page for explanation)

The Internal Revenue Service (IRS) has ruled that CalSTRS members may elect to have their payments for voluntary receivables (redeposits or previously withdrawn contributions, permissive or nonqualified service credit purchase) qualify as tax-deferred payments if certain conditions are met, including that the employer must adopt a resolution to offer tax-deferred payroll deduction installment payments to employees for voluntary receivables. If an employer does not adopt a resolution for tax-deferred payroll deductions, only non tax-deferred payroll deductions may be offered for voluntary income.

For more information regarding employer reporting of payroll deductions for accounts receivables, please refer to Employer Directive 2010-02 available for download at CalSTRS.com/employer-and-administrative-directives.

Select One:

- ☐ The Governing Board is not pursuing action to provide pre-tax deductions for voluntary receivables for employees who are members of CalSTRS at this time.
- ☒ The Governing Board has pursued action to provide pre-tax deductions for voluntary receivables for employees who are members of CalSTRS. Please provide the following:
- Date Adopted by the Governing Board June 16, 2020
 - Voluntary Deductions Pre-Tax Receivable Effective Date July 1, 2020
 - Required Board Documents:
 - Board minutes or official memorandum adopting Pre-Tax Deductions for Voluntary Receivable
 - Executed Pre-Tax Deductions for Voluntary Receivable Resolution - see Examples page for resolution language

Section 5: Required Signature

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that perjury is punishable by imprisonment for up to four years (Penal Code section 126).

I understand it is unlawful to fail to disclose a material fact or to make any knowingly false material statements for the purpose of altering a benefit administered by CalSTRS and it may result in penalties, including restitution, up to one year imprisonment and a fine of up to \$5,000 (Education Code section 22010).

PRINT NAME OF OFFICIAL SCHOOL REPRESENTATIVE	
Michael Cox	
POSITION TITLE	
Executive Director	
OFFICIAL'S SIGNATURE	SIGNATURE DATE

Section 6: Supporting Documents

Please attach the following supporting documents with the completed activation form.

Charter School

1. Governing Board Minutes, Official Memorandum or Resolutions on the following:
 - a. Adopting the Final Charter Petition
 - b. Adopting the option to offer CalSTRS Retirement Plans and CalSTRS Activation Application
 - c. If pursuing Pre-Tax EPMC: Adopting the EPMC Resolutions
 - d. If pursuing Pre-Tax Voluntary Deductions: Adopting the Voluntary Receivable Resolutions
2. Electronic Copy of the following:
 - a. Charter Petition – Final and approved version
 - b. Executed Memorandum of Understanding or Operational Agreement
 - c. Executed EPMC Resolution
 - d. Executed Voluntary Receivable Resolution
 - e. Registration to the California Department of Education - Application or Notice for a CDS Code
3. Email completed packet to CharterSchoolQuestions@CalSTRS.com

Community College District, Non-Charter Schools Pre-K-12 School/School District, JPA, ROP, Adult Education, Child Care:

1. Governing Board Minutes, Official Memorandum or Resolution on the following:
 - a. Adopting the proposal to form and establish the school
 - b. Adopting the operations agreement or board policy
 - c. Adopting the option to offer CalSTRS Retirement Plans and CalSTRS Activation Application
 - d. If pursuing Pre-Tax EPMC: Adopting the EPMC Resolution
 - e. If pursuing Pre-Tax Voluntary Deductions: Adopting the Voluntary Receivable Resolution
2. Electronic Copy of Memorandum of Understanding, Operational Agreement, or Board Policy
3. Electronic Copy of the official registration to the State:
 - a. For Pre-K-12: Registration to California Department of Education - Application or Notice for a CDS Code
 - b. For Community College: Registration to California Community Colleges
4. Email completed packet to EmployerHelp@CalSTRS.com

WESTERN SIERRA CHARTER SCHOOLS
CalSTRS EMPC RESOLUTION #2019-2020-06
FOR ENDEAVOR CHARTER SCHOOL

WHEREAS, the Western Sierra Charter Schools Board of Directors has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Teachers' Retirement Board of the California State Teachers' Retirement System (CalSTRS) adopted its resolution of IRC section 414(h)(2) on May 17, 1985; and

WHEREAS, the Internal Revenue Service has stated on August 27, 1985, that the implementation of the provisions of IRC section 414(h)(2) pursuant to the resolution of the Teachers' Retirement Board would satisfy the legal requirements of IRC section 414(h)(2); and

WHEREAS, the Western Sierra Charter Schools Board of Directors has determined that even though the implementation of the provisions of IRC section 414(h)(2) is not required by law, the tax benefit offered by IRC section 414(h)(2) should be provided to its employees who are members of CalSTRS.

NOW, THEREFORE, BE IT RESOLVED:

- I. That Western Sierra Charter Schools will implement the provisions of IRC section 414(h)(2) by making employee contributions to CalSTRS on behalf of its employees who are members of CalSTRS. "Employee contributions" shall mean those contributions to CalSTRS which are deducted from the salary of employees and are credited to individual employees' accounts.
- II. That the contributions made by Western Sierra Charter Schools to CalSTRS, although designated as employee contributions, are being paid by Western Sierra Charter Schools in lieu of contributions by the employees who are members of CalSTRS.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by Western Sierra Charter Schools to CalSTRS.
- IV. That Western Sierra Charter Schools shall pay to CalSTRS the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by Western Sierra Charter Schools to CalSTRS on behalf of an employee shall be the entire contribution required of the employee by the Teachers' Retirement Law (California Education Code sections 22000 et seq.)
- VI. That the contributions designated as employee contributions made by Western Sierra Charter Schools to CalSTRS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by CalSTRS.
- VII. That Western Sierra Charter Schools shall make no contributions designated as employee contributions until CalSTRS has developed and implemented procedures for administering the provisions of Section 414(h)(2) of the Internal Revenue Code and until CalSTRS has officially notified Western Sierra Charter Schools that it will accept contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

The foregoing Resolution was adopted by the Board of Directors of Western Sierra Charter Schools at a meeting of the Board on June 16, 2020, by the following vote:

Ayes:

Nos:

Abstained:

Absent:

Signed _____

Attested _____

WESTERN SIERRA CHARTER SCHOOLS
CalSTRS PRE-TAX DEDUCTIONS FOR VOLUNTARY RECEIVABLE RESOLUTION #2019-2020-07
FOR ENDEAVOR CHARTER SCHOOL

WHEREAS, Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pickup” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS, under the California State Teachers’ Retirement System (CalSTRS) plan conditions, members may be allowed to redeposit contributions previously withdrawn plus interest and/or purchase permissive service credit;

NOW THEREFORE, BE IT RESOLVED, that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to CalSTRS;

BE IT FURTHER RESOLVED, that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with CalSTRS retirement plan requirements.

The foregoing Resolution was adopted by the Board of Directors of Western Sierra Charter Schools at a meeting of the Board on June 16, 2020, by the following vote:

Ayes:

Nos:

Abstained:

Absent:

Signed _____

Attested _____

PUBLIC NOTICE

Notice is hereby given that the
Western Sierra Charter Schools
will employ

Sandra Johnson on a Provisional
Internship Permit for Multi-Subject
effective 8/10/2020 – 6/10/2021.

Dates posted: 6/11/2020-6/16/20



360ACCELERATOR

2014 TULARE STREET, STE 810, FRESNO, CA 93721
WWW.360ACCELERATOR.ORG

June 11, 2020

Michael Cox
Executive Director
Western Sierra Charter Schools
41267 Highway 41
Oakhurst, CA 93644

Mr. Cox,

The following will serve as a letter of agreement between Western Sierra Charter Schools ("Client") and 360 ACCELERATOR EDUCATION PARTNERS ("Provider") effective as of August 1, 2020 and expires at the close of business on July 31, 2021.

RENEWAL PROJECT: 99 ACCELERATOR

360 ACCELERATOR EDUCATION PARTNERS will administer the 99 ACCELERATOR Program ("Project") which will deliver on the following core components:

- **Cohort-Based Learning Forums and Sessions:** Provider will organize and facilitate a minimum of 6 and maximum of 8, one-day in-person cohort learning sessions ("Accelerator Session") for education leaders in order to:
 - strengthen and diversify the local talent and school leadership pipeline;
 - create new initiatives to address community & educational issues;
 - establish and maintain standards of academic quality;
 - support and mentor peer leaders;
 - advance the education rights movement and collectively advocate for equity and quality within their communities.
- *Accelerator Sessions* will be held at participating school campuses beginning in August 2020, lasting from 9:00 a.m. to 4:00 p.m.
 - Sessions will focus on elements such as leadership and organizational development, collaborative initiatives, education policy engagement, regional social justice issues, coalition building, motivating teams, and managing stakeholders as determined by Clients during a scope and sequence planning meeting in August.
 - All elements will include special consideration of the impact of COVID 19, equity, and sustainability, and safety.
 - Accelerator Sessions will be facilitated by the Provider's team of facilitators and will feature relevant experts in the field to provide critical insights, resources, and support.
- In between Accelerator Sessions 360 ACCELERATOR EDUCATION PARTNERS will support schools with on demand Knowledge Management services and a variety of

additional supports, some at an additional fee. The Client is in no way obligated to choose additional services or support.

- Dependent on state and local laws and regulations, should a shelter in place order or restrictions on in-person gatherings be instituted, the Provider will administer the 99 ACCELERATOR program virtually with bi-monthly 2.5 hrs digital cohort sessions and on-demand support to address key elements and issues for the client.

PROJECT COSTS:

Costs for a school to participate in a 360 ACCELERATOR EDUCATION PARTNERS Cohort is \$30,000. 360 ACCELERATOR EDUCATION PARTNERS matches 50% of the costs.

COMPENSATION

ORGANIZATION/SCHOOL agrees to pay 360 ACCELERATOR EDUCATION PARTNERS a consulting fee up to \$15,000 upon execution of this contract, according to the following payment schedules:

1. A single remittance of \$15,000 due by July 1, 2020; or
2. Two (2) remittances, each in the amount of \$7,500; with the first due on July 1, 2020, and the second due on or before January 1, 2021; or
3. Monthly remittance in the amount of \$1,250 due the first of each month.

NON-DISCLOSURE

Provider agrees to keep confidential all documents that Client provides to Provider unless express approval is given by Client. However, Client understands that documents shared by Client on shared drives will be accessible by other school clients within the program.

a. Notwithstanding the above, Provider may use a general description of the work performed by Provider in a resume or other communication of experience, or for conflicts checking.

b. The nondisclosure restrictions imposed on by this Agreement shall not apply to any information which Provider can show (a) was in its possession prior to Client's disclosure; (b) is, or hereafter, becomes part of the public domain through no fault of Provider; or (c) that Provider acquired from a third party that had no obligation of confidentiality to Client.

OTHER PROJECTS

The parties acknowledge that they each have their own existing projects separate from this Agreement. Nothing in this Agreement will be construed to obligate either party to share work on any other undertaking with any other party.

RELATIONSHIPS

Provider will act independently and will control the time, manner and methods and means of performing Provider's tasks under this Agreement. Notwithstanding such independence, as a matter of courtesy and professionalism, Provider will follow Client's policies and procedures in order to expedite the completion of the Project. The parties agree that Provider is an independent Provider and will not have the relationship of employee to Client. Provider shall not be entitled to any other benefits from Client or any other party, including but not limited to health, pension, disability or insurance benefits of any kind.

INSURANCE

Provider acknowledges that Client is not providing any insurance coverage for Provider, and in particular that Client is not providing any professional liability insurance, errors and omissions insurance or malpractice insurance that covers Provider or Provider's work pursuant to this Agreement. Provider agrees that if Provider wishes such insurance, it is Provider's responsibility to obtain it.

TAXES

Provider is responsible for – and agrees to pay in a timely fashion – all applicable taxes and insurance on the compensation that it receives, including but not limited to income tax, Workers Compensation, and unemployment insurance.

RENEWAL

The Provider is committed to continued work on an annual basis with the Client. If not terminated sooner, this Agreement shall renew at the end of the Initial Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than sixty (60) days' written notice prior to the expiration of the then current renewal term.

PROVIDER'S EMPLOYEES

Provider agrees that any and all of Provider's employees and agents will comply with the terms of this Agreement, including but not limited to the provisions regarding confidentiality.

ARBITRATION AND PAYMENT

In any litigation or arbitration regarding payments under this Agreement, the prevailing party will be entitled to costs and attorneys' fees. Provider will remain entitled to payment according to the terms of this Agreement for those services that Provider completed prior to termination.

GENERAL PROVISIONS

- a. Whole Agreement. This Agreement contains the entire understanding of the parties concerning its subject matter and supersedes all prior oral and written agreements, understandings, commitments, representations and practices between the parties

concerning its subject matter.

- b. Authority. The undersigned each warrant that he/she has full legal authority to sign for his/her respective party and that such party is lawfully empowered to enter into this Agreement.
- c. Successors. Except as may be otherwise specified in this Agreement, this Agreement will inure to the benefit of and be binding on any successors or assigns of the parties.
- d. Invalidity. If any portion of this Agreement is found to be invalid, then the narrowest segment possible of that portion shall be held to be excised from this Agreement, and the remainder of this Agreement will continue in full force and effect. In this event the arbitrator(s) and/or the Court is hereby directed by the parties to replace the legally invalid provisions of the Agreement with legally valid provisions which will, from an economic viewpoint, most nearly and fairly approach the eliminated provisions.
- e. Agency. Nothing in this Agreement shall be construed to make the parties agents of each other, partners or joint ventures, or to permit any party to bind any other party to any agreement.
- f. Modification and Waiver. This Agreement may not be modified except by a writing signed by the parties. No waiver of this Agreement will be effective unless made by a signed writing. No waiver will be a continuing waiver unless so stated in a signed writing.
- g. Assignment. No party may assign its rights under this Agreement without the prior written consent of the other party, which may be withheld for any reason. Any acquisition or merger involving a party will constitute an assignment and will terminate this Agreement unless the other party agrees in writing to continue the Agreement. In any permitted assignment, the assignee must specifically agree to all provisions of this Agreement.
- h. Force Majeure. No party shall be liable for any default due to any act of God, natural disaster, war, act of terrorism, strike, lockout, industrial action, fire, flood, drought, earthquake, storm or other event beyond the reasonable control of that party.
- i. Necessary Acts. Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- j. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, excluding its conflicts-of-law provisions.
- k. Jurisdiction and Venue. Any litigation or arbitration arising from or relating to this Agreement shall be brought exclusively in the jurisdiction and in the venue proper for an

individual residing in Piedmont, California and the parties agree that any action relating to or arising out of this Agreement shall be instituted and prosecuted only in that jurisdiction and in that venue. The parties hereby expressly waive any right to a change in jurisdiction and any and all objections to such jurisdiction and venue.

- l. Arbitration. Any controversy or claim arising out of or relating to this agreement shall be settled exclusively by arbitration in Fresno, California in accordance with the Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.
- m. Counterparts. This Agreement may be executed in counterparts and by faxed signatures, and each counterpart shall be considered a duplicate original of the parties' Agreement.
- n. Construction. Each party and/or the respective attorneys of each party, has carefully reviewed, or has had an opportunity to review, this Agreement. Accordingly, the parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement.
- o. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- p. Written Notices. Unless otherwise stated in this Agreement, if the Agreement calls for any written notices to be given, those notices may be given by letter, by fax or by e-mail.

By signing below, WESTERN SIERRA CHARTER SCHOOLS agrees to everything set forth in this contract. The school agrees to the payment plan indicated below for processing.

WESTERN SIERRA CHARTER SCHOOLS agrees to pay 360 ACCELERATOR EDUCATION PARTNERS a consulting fee of \$15,000 upon execution of this contract, according to one of the following payment schedules:

- ☐ A single remittance of \$15,000 due on July 1, 2020;
- ☐ Two (2) remittances, each in the amount of \$7,500; with the first due on July 1, 2020, and the second due on or before January 1, 2021.
- ☐ Monthly remittance in the amount of \$1,250 due the first of the month.

WESTERN SIERRA CHARTER SCHOOLS

360 ACCELERATOR
PARTNERS

EDUCATION



[sign name]

[sign name]

[print name]

JEFF SANDS

[print name]

[date signed]

JUNE 11, 2020

[date signed]

Chromebooks No Longer Supported by Google Obselete

deviceId	serialNumber
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