

**Western Sierra Charter School
Board of Directors Meeting
Thursday, May 21, 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/MountainHomeSchool/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 May 21, 2020.

Closed Session

- a). Executive Director salary approval for 20/21

Open Session

4. Report from Closed Session
5. *Approve Board Minutes from March 10, 2020 Board Meeting
Discussion/Changes
6. *Approve Board Minutes from March 31, 2020 Special Board Meeting
Discussion/Changes
7. Hearing of Persons Wishing to Address the Board
8. Written Communications *(if any)*
9. *Approve warrant report for 3-1-2020 to 5-14-2020

10. Reports

- a). Executive Directors Report – Michael Cox
 - 1). Staffing Plan
 - 2). Announce Machel Arrington's retirement
 - 3). Karen Fruth to move into SPED Coordinator position
 - 4). Update on virtual learning
 - 5). Building COVID-19 Mitigation Plan
- b). CBO Report – Jody Jeffers
 - 1). Budget update for 2019/20
 - 2). Budget projection for 2020/21 and a three (3) part plan
 - 3). Enrollment Projections
- c). Fresno Principals Report – Eric Hagen
 - 1). Graduation plan
 - 2). Opening and class schedule for 20/21
- d). Oakhurst Principals Report – Mindy Klang
 - 1). Graduation plan
 - 2). Opening and class schedule for 20/21

12. *Approve hiring Angela Moons

13. *Approve Employee Budgeted Payroll Cost

14. *Approve language change to the Lottery Policy

15. *Approve Fresno Unified School District MOU

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

17. *Adjournment

Western Sierra Charter Schools
Executive Director Salary for 2020 - 2021

Step	WSCS
	Exec. Director
1	128,318
2	135,324
3	141,700
4	148,806
5	156,391
6	164,178

The Executive Director has been at Step 5 (\$156,391) for the 2019/ 2020 fiscal year. The normal established process, within the context of an appropriate budget scenario, would have the Exec. Director move to Step 6 for the 2020/ 2021 fiscal year. This salary change has been included in the preliminary budget that is being presented today.

However, due to high fiscal uncertainty and possible further funding cuts, it is proposed that the Exec. Director will remain at his current 2019/ 2020 salary of \$156,391 for fiscal year 2020/ 2021 pending reevaluation of WSCS finances at an appropriate time after the state budget has become established. This is similar to the proposed process for the Step and Column increases for the rest of the WSCS staff.

Later in the 2020/ 2021 fiscal year, perhaps at the January 2021 WSCS Board Meeting, the Board will reevaluate WSCS's fiscal capacity to implement the actual Step 6 increase. The Board will take action accordingly at that time.

Western Sierra Charter School
Board of Directors Meeting Minutes
Tuesday, March 10, 2020
2:30 PM

1. Call to Order

Darin Soukup called the meeting to order at 2:34 PM, March 10, 2020.
Meeting was telecast from 41267 Highway 41, Oakhurst to 777 W. Shaw, Fresno.

2. Roll Call to Establish Quorum

Quorum established.

Board Members Present in Oakhurst: Darin Soukup, Joyce Vind, Brian Fulce,
Monika Moulin, Tamara Dent

Board Members Present in Fresno: Richard Shehadey

Absent: Jacqueline Pucheu and Margaret Den Hartog

WSCS Staff in Oakhurst: Michael Cox, Mindy Klang, Jody Jeffers, Diane Neulinger

WSCS Staff in Fresno: Eric Hagen

Public: Maricela Gonzalez and Debra Odom

3. *Approve Board Meeting Agenda for January 16, 2020.

Approved

Motion: Richard Shehadey Second: Brian Fulce Vote: Unanimous

Closed Session 2:40 PM

a). Staffing Projections for the 20/21 School Year

Open Session 2:48 PM

4. Report from Closed Session. No action was taken

5. *Approve Board Minutes from January 16, 2020 Board Meeting

Approved

Motion: Tamara Dent Second: Richard Shehadey Vote: Unanimous

6. Hearing of Persons Wishing to Address the Board

None

7. Written Communications (if any)

None

8. Report on WSCS Non-profit Corporation tax Form 990

Maricela Gonzalez of Borchardt, Corona, Faeth & Zakarian

Maricela was available to explain the 990 form and answer questions. She gave a brief overview for the Board.

9. *Approve WSCS Non-profit Corporation tax filing Form 990

Approved

Motion: Brian Fulce Second: Joyce Vind Vote: Unanimous by roll call

10. *Approve warrant report for 1-1-2020 to 2-29-2020

Question: Board Member Shehadey asked about the cost of the Valley Yellow Pages. He would like the staff to look into the cost effectiveness. Mr. Cox will look into this.

Approved

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

11. Reports

a). Executive Directors Report – Michael Cox

1). Update on Endeavor Charter School approval

The Charter petition for Endeavor Charter School was approved by the FUSD Board of Trustees and will open July 1, 2020. Endeavor was given a 5-year charter.

Debra Odom from FUSD was in attendance and let the board members know that FUSD did not recommend any changes. FUSD will provide the MOU for WSCS Board of Directors to review at the next scheduled meeting.

2). Update on Fresno SELPA application

We are applying to the Fresno county SELPA.

3). New Assembly Bill 2990

This bill addresses third party vendor use. It suggests that the CDE will make a list of approved vendors for Charter Schools to use.

Board member Moulin mentioned a new assembly bill (AB2396) that would require members of the governing board to have training.

4). CCSA conference has been cancelled

5). Corona virus status –

Parents have been informed as to the CDC recommendations.

b). CBO Report

1). Budget Update as of 1-31-2020

See handout (power point)

2). Charter School Revolving Loan application for Endeavor Charter filed.

Filed 2-24-2020. See handout

3). Funding determination for Mountain Home School Charter filed.

See handout

4). Report on ESSA per pupil expenditure calculation

See handout

c). Fresno Principals Report – Eric Hagen

See handout

d). Oakhurst Principals Report – Mindy Klang

See handout

12. *Resolution for Re-designation of Reserve Funds

Mike and Jody gave some general information about these funds. See Handout

Approved

Motion: Brian Fulce Second: Tamara Dent Vote: Unanimous by roll call

13. *Approve policy for Admission to Kindergarten or Transitional Kindergarten

Mr. Cox explained that Charter Schools are now required to offer Transitional Kindergarten. This new policy will clarify the age requirements to attend Transitional Kindergarten.

Approved

Motion: Tamara Dent

Second: Joyce Vind

Vote: Unanimous by roll call

14. 2020-2021 School Calendar

The 2020-21 WSCS School Calendar was provided to the board members.

15. Sign Form 700

Forms provided to board members

16. Next Scheduled Board Meeting Thursday, May 21, 2020 at 2:30 PM

Confirmed

17. *Adjournment.

5:15 PM

Motion: Richard Shehadey

Second: Brian Fulce

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 November 12, 2019.

Margaret Den Hartog

Minutes prepared and submitted by: Diane Neulinger

Western Sierra Charter School
Board of Directors Meeting Minutes
Tuesday, March 31, 2020
2:30 PM
Special Board Meeting

1. Call to Order

Darin Soukup called the meeting to order at 2:36 PM, March 31, 2020.
Meeting was accomplished via Google Meets platform with Eric Hagan hosting.

2. Roll Call to Establish Quorum

Quorum established.

Board Members Present: Margaret Den Hartog, Tamara Dent, Brian Fulce,
Monika Moulin, Jacqueline Pucheu, Richard Shehadey, Darin Soukup and Joyce Vind
WSCS Staff Present: Michael Cox, Mindy Klang, Jody Jeffers, Diane Neulinger
Eric Hagen and Nancy Garcia
Public: Christy Allen and Jamie Breckenridge

5. *Approve Board Minutes from March 31, 2020 Board Meeting

Approved

Motion: Monika Moulin Second: Tamara Dent Vote: Unanimous roll call

6. Hearing of Persons Wishing to Address the Board

None

8. Executive Director report regarding recent actions to address the COVID-19 virus.

See attached

9. Consideration and action to approve resolution 2019-2020-02 Measures to Address Impacts of the COVID-19 Virus.

Questions: Board Member Fulce asked if there would need for a new resolution to suspend this resolution – Yes, we will need to revisit this when we are back in full operation. Board Member Pucheu asked if this would allow the school to open and close as needed – Yes. Expectations for student work and attendance has not changed. All staff will continue to work as needed and salaries are secure.

Approved

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

16. Next Scheduled Board Meeting Thursday, May 21, 2020 at 2:30 PM

Confirmed

17. *Adjournment.

3:27 PM

Motion: Tamara Dent Second: Brian Fulce

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 November 12, 2019.

Margaret Den Hartog

Minutes prepared and submitted by: Diane Neulinger

Warrant Listing
 District: Western Sierra Charter School
 03/01/2020 - 05/14/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount	Counter
0825974	03/05/2020	GREENFIELD LEARNING INC	0100-5800	Lexia Reading License 47 Months	1,447.20		1
			0109-5800	Lexia Reading License 47 Months	562.80	2,010.00	2
0825975	03/05/2020	INTERNATIONAL ACADEMY OF SCIENCE	0100-5800	Acellus Studen & Teacher License		200.00	3
0825976	03/05/2020	MAKERBOT INDUSTRIES, LLC	0100-4300	ROV Supplies	297.84		4
			0109-4300	ROV Supplies	95.93	393.77	5
0825977	03/05/2020	OAK MEADOW INCORPORATED	0100-4300	Curriculum		714.92	6
0825978	03/05/2020	RAINBOW RESOURCE CENTER INC.	0100-4300	Curriculum		12.74	7
0825979	03/05/2020	Rumohr, John W	0100-5800	Reimbursement ROV Cert		25.00	8
0825980	03/05/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Staples Order #7229571637	321.33		9
				Staples Order #7229689692	1,350.26		10
			0109-4300	Staples Order #7229571637	124.98		11
				Staples Order #7229689692	525.10	2,321.67	12
0825981	03/05/2020	SUMMER GOLDSMITH	0109-4300	Ethan Goldsmith Book Reimbursement		378.13	13
0825982	03/05/2020	TRUE VALUE	0100-4300	Maintenance Supplies	37.98		14
			0109-4300	Maintenance Supplies	14.78	52.76	15
0826977	03/19/2020	Arrington, Machel R	0109-4300	Reimbursement		147.74	16
0826978	03/19/2020	Blas, Phillip L	0100-5200	February Mileage	550.28		17
			0109-5800	CTE Course 16 of 18	250.00	800.28	18
0826979	03/19/2020	C.A. REDING CO INC	0100-5800	2/17/20-3/17/20 Contract	140.04		19
			0109-5800	2/17/20-3/17/20 Contract	40.65	180.69	20
0826980	03/19/2020	CAROLINA BIOLOGICAL SUPPLY CO.	0109-4300	INV #50984291	97.21		21
				INV #50985560	28.67	125.88	22
0826981	03/19/2020	CENTRAL CAL COMMUNICATIONS	0100-5800	Phone Line Repairs	118.80		23
			0109-5800	Phone Line Repairs	46.20	165.00	24
0826982	03/19/2020	COMCAST	0100-5900	March Services	272.95		25
			0109-5900	March Services	79.25	352.20	26
0826983	03/19/2020	CONSOLIDATED PLASTICS	0109-4300	INV #7803706		101.69	27
0826984	03/19/2020	Cox, Michael S	0100-5200	February Mileage	84.46		28
			0109-5200	February Mileage	32.84	117.30	29
0826985	03/19/2020	CROSSFIT YOSEMITE	0109-5800	February Bootcamp PE		950.00	30
0826986	03/19/2020	DAVID CASNER JR	0100-5800	Pest Services	180.00		31
			0109-5800	Pest Services	70.00	250.00	32
0826987	03/19/2020	DMV	0100-5800	Pull Notice	.72		33
			0109-5800	Pull Notice	.28	1.00	34
0826988	03/19/2020	DPS MEDIA	0100-5900	Ponderosa / March		117.00	35
0826989	03/19/2020	EMADCO DISPOSAL SERVICE INC.	0100-5500	March Services	183.51		36
			0109-5500	March Services	71.36	254.87	37
0826990	03/19/2020	ENTERPRISE RENT-A-CAR	0100-5200	Agreement #8FOX6F	212.72		38
			0109-5200	Agreement #8FOX6F	82.72	295.44	39
0826991	03/19/2020	FRESNO UNIFIED SCHOOL DISTRICT	0100-5600	Bullard Theatre- Facility Rental		550.00	40
0826992	03/19/2020	Govreau, Elizabeth N	0100-4300	Reimbursement		24.54	41
0826993	03/19/2020	Hagen, Eric A	0100-5200	1/27/20-2/28/20 February Mileage	574.22		42
			0100-5800	Reimbursement GoDaddy	102.82		43
			0109-5200	1/27/20-2/28/20 February Mileage	223.31		44
			0109-5800	Reimbursement GoDaddy	39.98	940.33	45
0826994	03/19/2020	Hammond, Sandra E	0100-5800	Peach Blossom Registration		234.00	46
0826995	03/19/2020	Hill, Greg	0100-5200	2/06/20-2/27/20 February Mileage		301.30	47
0826996	03/19/2020	IMAGE 2000 INC.	0100-5800	ACCT: WS06 CONTRACT C10084-FN-05	1,505.94		48
				ACCT: WS06 FREIGHT	19.38		49
			0109-5800	ACCT: WS06 CONTRACT C10084-FN-05	437.21		50
				ACCT: WS06 FREIGHT	5.62	1,968.15	51
0826997	03/19/2020	Jeffers, Jody L	0100-4700	Milk / Meal Program	103.51		52
			0100-5200	February Mileage	130.99		53
			0109-4700	Milk / Meal Program	40.25		54
			0109-5200	February Mileage	50.94		55
0826998	03/19/2020	JOSTENS INC	0109-4300	2020 Diplomas		195.32	56
0826999	03/19/2020	Klang, Mindy C	0100-5200	February Mileage		58.65	57
0827000	03/19/2020	LOR'S JANITORIAL	0100-5800	February Services	1,875.60		58
			0109-5800	February Services	729.40	2,605.00	59
0827001	03/19/2020	Mendoza, Cristian R	0109-5200	February Mileage		148.35	60
0827002	03/19/2020	MONTEREY PENINSULA COLLEGE	0100-4300	INV #4777	155.04		61
			0109-4300	INV #4777	60.29	215.33	62
0827003	03/19/2020	NESTOR FAJARDO FLORES	0109-5800	February Group Sessions		300.00	63
0827004	03/19/2020	PACIFIC GAS & ELECTRIC	0100-5500	February Utilities	1,133.75		64
			0109-5500	February Utilities	440.90	1,574.65	65
0827005	03/19/2020	PITNEY BOWES GLOBAL FINANCIAL	0100-5900	LEASE INV	107.40		66
			0109-5900	LEASE INV	41.76	149.16	67
0827006	03/19/2020	PLAYING WITH PLAYS	0100-5800	Remo & Juliet for Kids		80.00	68
0827007	03/19/2020	PSAT 8/9 REMITTANCE	0109-4300	October 2019 Admin	255.00		69
				Sept. 2019 - Jan.2020 Admin	88.00	343.00	70
0827008	03/19/2020	PURCHASE POWER	0100-5900	ACCT: 8000-9090-0397-1509	288.00		71
				Acct: 8000-9090-0976-2126	42.47		72
			0109-5900	ACCT: 8000-9090-0397-1509	112.00		73
				Acct: 8000-9090-0976-2126	16.52	458.99	74
0827009	03/19/2020	RAINBOW RESOURCE CENTER INC.	0100-4300	INV #2850539	524.59		75
				INV #2858053	331.67		76
			0109-4300	INV #2858053	38.64	894.90	77
0827010	03/19/2020	SAVE MART SUPERMARKETS	0100-4300	Science Supplies		34.88	78
0827011	03/19/2020	SCHOOL PATHWAYS LLC	0100-5800	INV #63747 JAN	1,425.42		79
				INV #64032 FEB	1,392.67		80
			0109-5800	INV #63731 JAN	551.75		81
				INV #64017 FEB	548.15	3,917.99	82
0827012	03/19/2020	SCHOOL SPECIALTY, INC	0109-4300	Geomotry 8 Piece Set		58.06	83

0827013	03/19/2020	SELF INSURED SCHOOLS OF CALIFO	0100-3701	March SISC Billing	2,163.30		84
			0100-9514	March SISC Billing	43,088.40	45,251.70	85
0827014	03/19/2020	SIERRA TELEPHONE, INC.	0100-5900	March Services	558.40		86
			0109-5900	March Services	162.12	720.52	87
0827015	03/19/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Order #7229689692	17.10		88
			0109-4300	Order #7229689692	6.64	23.74	89
0827016	03/19/2020	TATANKAS MARTIAL ARTS ACADEMY	0100-5800	March Lessons		1,990.00	90
0827017	03/19/2020	TRUE VALUE	0100-4300	Credit Memo	105.51-		91
				INV #316910	142.75		92
				Maintenance Supplies	165.37		93
			0109-4300	Credit Memo	41.03-		94
				INV #316910	55.51		95
				Maintenance Supplies	64.31	281.40	96
0827018	03/19/2020	VALLEY YELLOW PAGES	0100-5800	March - Digital & Print Media	557.28		97
			0109-5800	March - Digital & Print Media	216.72	774.00	98
0827019	03/19/2020	WILLIAM STEVEN RILEY	0100-4200	Authors Assembly		500.00	99
0827020	03/19/2020	ZANER-BLOSER INC.	0100-4300	Writers Practice Books		41.56	100
0827372	03/25/2020	Aleks / McGraw Hill LLC	0109-4300	Aleks Subscription		280.00	101
0827373	03/25/2020	Blas, Phillip L	0100-5900	March 2020 Cell Phone Reimbursement	54.00		102
			0109-5900	March 2020 Cell Phone	21.00	75.00	103
0827374	03/25/2020	COMCAST	0100-5900	March Utilities	678.04		104
			0109-5900	March Utilities	196.85	874.89	105
0827375	03/25/2020	Cox, Michael S	0100-5900	March 2020 Cell Phone	54.00		106
			0109-5900	March 2020 Cell Phone Reimbursement	21.00	75.00	107
0827376	03/25/2020	CROSSFIT YOSEMITE	0109-5800	March 2020 PE Classes		950.00	108
0827377	03/25/2020	DISCOUNT SCHOOL SUPPLY	0100-4300	Project Materials		42.80	109
0827378	03/25/2020	Garcia, Nancy	0100-5900	March 2020 Cell Phone	54.00		110
			0109-5900	March 2020 Cell Phone Reimbursement	21.00	75.00	111
0827379	03/25/2020	GRANITE OAKS MANAGEMENT	0100-5800	Spring Golf Classes		900.00	112
0827380	03/25/2020	Hagen, Eric A	0100-5900	March 2020 Cell Phone Reimbursement	54.00		113
			0109-5900	March 2020 Cell Phone	21.00	75.00	114
0827381	03/25/2020	Hill, Greg	0100-5900	March 2020 Cell Phone	54.00		115
			0109-5900	March 2020 Cell Phone Reimbursement	21.00	75.00	116
0827382	03/25/2020	HOUGHTON MIFFLIN HARCOURT PUBL	0100-4200	Curriculum	187.87		117
			0100-4300	Curriculum	59.54	247.41	118
0827383	03/25/2020	HUDSON DAN FISK	0100-5800	TREE TRIMMING	1,584.00		119
			0109-5800	TREE TRIMMING	616.00	2,200.00	120
0827384	03/25/2020	IMAGE 2000 INC.	0100-5800	Contract #C10084-FN-05	855.07		121
			0109-5800	Contract #C10084-FN-05	248.25	1,103.32	122
0827385	03/25/2020	INSTITUTE EXCELLENCE WRITING	0100-4300	Curriculum		232.88	123
0827386	03/25/2020	Jeffers, Jody L	0100-5900	March 2020 Cell Phone	54.00		124
			0109-5900	March 2020 Cell Phone Reimbursement	21.00	75.00	125
0827387	03/25/2020	JOSTENS INC	0109-4300	Graduation		860.11	126
0827388	03/25/2020	Klang, Mindy C	0100-5900	March 2020 Cell Phone Reimbursement	54.00		127
			0109-5900	March 2020 Cell Phone	21.00	75.00	128
0827389	03/25/2020	NESSY LEARNING LLC	0100-5800	Reading & Spelling License		140.00	129
0827390	03/25/2020	OAKHURST LOCKSMITH	0100-5800	Schlage Keypad Repairs	162.00		130
			0109-5800	Schlage Keypad Repairs	63.00	225.00	131
0827391	03/25/2020	SCHOOL MATE INC.	0100-4300	Middle School Planners	329.40		132
			0109-4300	High School Planners	280.00		133
				Middle School Planners	128.10	737.50	134
0827392	03/25/2020	Specht, Kathy	0100-5200	Feb. 2020 Mileage		49.45	135
0827393	03/25/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Staples Order #7305346801-000-001	821.35		136
				Staples Order #7305346801-000-002	122.56		137
				Staples Order #7305346801-000-007	27.83		138
				Staples Order #7305444496-000-001	320.23		139
				Staples Order #7305444496-001-001	9.04-		140
			0109-4300	Staples Order #7305346801-000-001	319.42		141
				Staples Order #7305346801-000-002	47.66		142
				Staples Order #7305346801-000-007	10.83		143
				Staples Order #7305444496-000-001	124.54		144
				Staples Order #7305444496-001-001	3.51-	1,781.87	145
0827394	03/25/2020	TEACHING TEXTBOOKS	0100-4300	Curriculum		624.96	146
0827395	03/25/2020	Vaccaro, Diane	0100-5200	Feb. 2020 Mileage		49.45	147
0827396	03/25/2020	VANCOUVER COMPANY	0100-5600	Lease Agreement	8,172.00		148
			0109-5600	Lease Agreement	3,178.00	11,350.00	149
0828051	04/01/2020	BORCHARDT CORONA FAETH & ZAKA	0100-5800	Audit / Client 5860M	1,121.49		150
			0109-5800	Audit / Client 5860G	1,092.00	2,213.49	151
0828052	04/01/2020	Jeffers, Jody L	0100-5300	AGA - CGFM RENEWAL	97.20		152
			0109-5300	AGA - CGFM RENEWAL	37.80	135.00	153
0828053	04/01/2020	PACIFIC GAS & ELECTRIC	0100-5800	3898652031-0 Utilities	801.96		154
			0109-5800	3898652031-0 Utilities	311.88	1,113.84	155
0828054	04/01/2020	PROFESSIONAL PRINT & MAIL, INC	0100-5800	Newsletter Printing	601.51		156
			0109-5800	Newsletter Printing	233.92	835.43	157
0828055	04/01/2020	Protzman Enterprises	0100-5800	March Services	169.92		158
			0109-5800	March Services	66.08	236.00	159
0828056	04/01/2020	PURCHASE POWER	0100-5900	Finance Charge #1509	8.44		160
				Late Fee #2126	21.59		161
			0109-5900	Finance Charge #1509	3.28		162
				Late Fee #2126	8.40	41.71	163
0828057	04/01/2020	Ronald K Greenwood Jr.	Cancelled	HVAC Services		*250	164
Cancelled on 05/07/2020							165
0828058	04/01/2020	SAN JOAQUIN CO OFFICE OF ED	0100-5800	EDJOIN	540.00		166
			0109-5800	EDJOIN	210.00	750.00	167
0828059	04/01/2020	SAVE MART SUPERMARKETS	0100-4300	Steam Fair	11.14		168
			0109-4300	Steam Fair	4.33	15.47	169
0828060	04/01/2020	TRUE VALUE	0100-4300	Maintenance Supplies	534.31		170
				Return	22.91-		171

				ROV Program	106.62	172
				Student Supplies	160.52	173
			0109-4300	Maintenance Supplies	207.79	174
				Return	8.90-	175
				ROV Program	41.47	176
				Student Supplies	62.43	177
0828061	04/01/2020	WELLCO PUMP	0100-5600	Well Pump Repairs	1,461.61	178
			0109-5600	Well Pump Repairs	568.40	2,030.01
0828595	04/08/2020	Blas, Phillip L	0100-5200	Mileage March 2020	356.76	180
			0109-5200	Mileage March 2020	138.74	181
			0109-5800	CTE Course #17	250.00	745.50
0828596	04/08/2020	COSCO FIRE PROTECTION, INC	0100-5800	Maintenance Labor Service	180.00	183
			0109-5800	Maintenance Labor Service	70.00	250.00
0828597	04/08/2020	Cox, Michael S	0100-5200	Mileage March 2020	179.68	185
			0109-5200	Mileage March 2020	69.87	249.55
0828598	04/08/2020	EMADCO DISPOSAL SERVICE INC.	0100-5500	April 2020 Services	183.51	187
			0109-5500	April 2020 Services	71.36	254.87
0828599	04/08/2020	IMAGE 2000 INC.	0100-5800	Freight for Toner	7.20	189
			0109-5800	Freight for Toner	2.80	10.00
0828600	04/08/2020	LULU PRESS, INC.	0100-4300	Curriculum		150.14
0828601	04/08/2020	Mendoza, Cristian R	0100-5200	Mileage March 2020		98.90
0828602	04/08/2020	Reeve, Grace	0100-4300	Reimbursement 3/26/20		8.00
0828603	04/08/2020	SAVE MART SUPERMARKETS	0100-4300	FUSD Meeting	38.59	194
				S. Hammand Science Class	28.97	195
				WSCS Board Meeting	10.17	196
			0109-4300	FUSD Meeting	15.01	197
				WSCS Board Meeting	3.96	96.70
0828604	04/08/2020	SELF INSURED SCHOOLS OF CALIFO	0100-3701	April SISC Billing	2,163.30	199
			0100-9514	April SISC Billing	46,272.00	48,435.30
0828605	04/08/2020	TRUE VALUE	0100-4300	Instruction Supplies	753.26	201
				Maintenance Supplies	1,348.04	202
				Office Supplies	158.54	203
			0100-5900	Finance Charge - December 2019	9.20	204
				Finance Charge - February	9.73	205
				Finance Charge - January 2020	20.80	206
				Finance Charge - March 2020	23.59	207
			0109-4300	Instruction Supplies	4.76	208
				Maintenance Supplies	524.24	209
				Office Supplies	61.65	210
			0109-5900	Finance Charge - December 2019	3.58	211
				Finance Charge - February	3.79	212
				Finance Charge - January 2020	8.09	213
				Finance Charge - March 2020	9.17	2,938.44
0828824	04/15/2020	Arrington, Machel R	0100-9514	Ins Refund - Reissued Check	10.23	215
			0109-9514	Ins Refund - Reissued Check	3.78	14.01
0828825	04/15/2020	CAMPORA INC	0100-5500	March Service	468.07	217
			0109-5500	March Service	182.03	650.10
0828826	04/15/2020	CDW GOVERNMENT	0100-4400	LVO Thinkvision Monitor		1,250.62
0828827	04/15/2020	DPS MEDIA	0100-5900	Ponderosa April		117.00
0828828	04/15/2020	Hill, Greg	0100-5200	Mileage March 2020	98.90	221
			0109-5200	Mileage March 2020	98.90	197.80
0828829	04/15/2020	LOR'S JANITORIAL	0100-5800	March Service	2,416.32	223
			0109-5800	March Service	939.68	3,356.00
0828830	04/15/2020	SCHOOL PATHWAYS LLC	0100-5800	INV #64413 March	1,388.62	225
			0109-5800	INV #64398 March	540.35	1,928.97
0828831	04/15/2020	SIERRA TELEPHONE, INC.	0100-5900	April 1 to April 30 Services	465.81	227
			0109-5900	April 1 to April 30 Services	181.15	646.96
0828832	04/15/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Supplies	168.58	229
			0109-4300	Supplies	65.56	234.14
0828833	04/15/2020	TRUE VALUE	0100-4300	Maintenance Supplies	177.96	231
			0109-4300	Maintenance Supplies	69.21	247.17
0828834	04/15/2020	YM&C	0100-5800	Services through 3/31/2020	528.84	233
			0109-5800	Services through 3/31/2020	205.66	734.50
0829328	04/22/2020	CLEVERBRIDGE	0100-4300	DATA RECOVERY	574.85	235
			0109-4300	DATA RECOVERY	223.55	798.40
0829329	04/22/2020	COMCAST	0100-5900	April 1 - April 30, 2020 Services	253.30	237
			0109-5900	April 1 - April 30, 2020 Services	98.50	351.80
0829330	04/22/2020	COMCAST	0100-5900	April 09 - May 08, 2020 Services	347.07	239
			0109-5900	April 09 - May 08, 2020 Services	134.97	482.04
0829331	04/22/2020	COSCO FIRE PROTECTION, INC	0100-5800	Annual Fire Inspection	360.00	241
			0109-5800	Annual Fire Inspection	140.00	500.00
0829332	04/22/2020	Cox, Michael S	0100-5800	4/16/2020 Reimbursement	54.00	243
			0109-5800	4/16/2020 Reimbursement	21.00	75.00
0829333	04/22/2020	Jeffers, Jody L	0100-4300	4/13/2020 Reimbursement	104.91	245
			0109-4300	4/13/2020 Reimbursement	40.80	145.71
0829334	04/22/2020	Johnson, Tanya R	0100-5200	March 2020 Mileage		92.00
0829335	04/22/2020	PITNEY BOWES GLOBAL FINANCIAL	0100-5900	Lease Inv (5795)	115.38	248
			0109-5900	Lease Inv (5795)	44.87	160.25
0829336	04/22/2020	RALEYS INC	0100-4300	Instruction Supplies	70.07	250
				WSCS Board Meeting	23.31	251
			0109-4300	Instruction Supplies	7.91	252
				WSCS Board Meeting	9.07	110.36
0829337	04/22/2020	SAVE MART SUPERMARKETS	0100-4300	WSCS Board Meeting & Bathroom Supplies	17.00	254
			0109-4300	WSCS Board Meeting & Bathroom Supplies	6.60	23.60
0829338	04/22/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Supplies	13.98	256
			0109-4300	Supplies	5.44	19.42
0829339	04/22/2020	TRUE VALUE	0100-4300	Maintenance Supplies	24.24	258
			0109-4300	Maintenance Supplies	9.43	33.67

0829340	04/22/2020	VALLEY YELLOW PAGES	0100-5800	Digital & Print Advertising	987.12		260
			0109-5800	Digital & Print Advertising	383.88	1,371.00	261
0829341	04/22/2020	VANCOUVER COMPANY	0100-5600	Lease May 2020	8,190.00		262
			0109-5600	Lease May 2020	3,160.00	11,350.00	263
0829805	04/29/2020	Blas, Phillip L	0100-5900	Cell Phone April 2020	54.00		264
			0109-5900	Cell Phone April 2020	21.00	75.00	265
0829806	04/29/2020	C.A. REDING CO INC	0100-5800	Contract: 3/18/20 to 4/17/20	130.10		266
			0109-5800	Contract: 3/18/20 to 4/17/20	50.59	180.69	267
0829807	04/29/2020	CA DEPT OF TAX AND FEE ADMIN	0100-9580	Acct; 101557122 Period End 12/31/2019	2,294.48		268
			0109-9580	Acct; 101557122 Period End 12/31/2019	2,617.59	4,912.07	269
0829808	04/29/2020	Cox, Michael S	0100-5900	Cell Phone April 2020	54.00		270
			0109-5900	Cell Phone April 2020	21.00	75.00	271
0829809	04/29/2020	DMV	0100-5800	Pull Notice	.72		272
			0109-5800	Pull Notice	.28	1.00	273
0829810	04/29/2020	Garcia, Nancy	0100-5900	Cell Phone April 2020	54.00		274
			0109-5900	Cell Phone April 2020	21.00	75.00	275
0829811	04/29/2020	Hagen, Eric A	0100-5200	Mileage March 2020	595.75		276
			0100-5900	Cell Phone April 2020	54.00		277
			0109-5200	Mileage March 2020	231.68		278
			0109-5900	Cell Phone April 2020	21.00	902.43	279
0829812	04/29/2020	Hill, Greg	0100-5900	Cell Phone April 2020	54.00		280
			0109-5900	Cell Phone April 2020	21.00	75.00	281
0829813	04/29/2020	IMAGE 2000 INC.	0100-5800	Contract: C10084-FN-06		336.05	282
0829814	04/29/2020	Jeffers, Jody L	0100-5900	Cell Phone April 2020	54.00		283
			0109-5900	Cell Phone April 2020	21.00	75.00	284
0829815	04/29/2020	Klang, Mindy C	0100-5900	Cell Phone April 2020	54.00		285
			0109-5900	Cell Phone April 2020	21.00	75.00	286
0829816	04/29/2020	Mendoza, Ramon N	0100-4300	7/11 Gas for Equipment	18.00		287
			0109-4300	7/11 Gas for Equipment	7.00	25.00	288
0829817	04/29/2020	STAPLES CONTRACT & COMMERCIAL	0100-4300	Credit Memo: Inv 3436675672	54.63-		289
				Supplies	336.33		290
			0109-4300	Credit Memo: Inv 3436675672	21.30-		291
				Credit Memo: Inv 3439507471	35.50-		292
				Credit Memo: Inv 3444608321	18.05-		293
				Supplies	100.76	307.61	294
0829818	04/29/2020	TAMARA T ANDREWS	0100-5800	February Dance Lessons		84.00	295
0829819	04/29/2020	TRUE VALUE	0100-4300	Maintenance Supplies	7.74		296
			0109-4300	Maintenance Supplies	3.01	10.75	297
0830174	05/07/2020	C.A. REDING CO., INC.	0100-5800	Contract Charge 4/18/20 to 5/17/20	130.09		298
			0109-5800	Contract Charge 4/18/20 to 5/17/20	50.60	180.69	299
0830175	05/07/2020	Hagen, Eric A	0100-5800	4/27/20 to 5/26/20 Zoom	10.79		300
				Facebook Job Ads	142.21		301
				LCAP Survey Service	276.48		302
			0109-5800	4/27/20 to 5/26/20 Zoom	4.20		303
				Facebook Job Ads	55.30		304
				LCAP Survey Service	107.52	596.50	305
0830176	05/07/2020	PACIFIC GAS & ELECTRIC	0100-5500	Utilities April 2020	560.40		306
			0109-5500	Utilities April 2020	217.94	778.34	307
0830177	05/07/2020	RALEYS INC	0100-4300	MH Instructional Supplies		20.16	308
0830178	05/07/2020	SAVE MART SUPERMARKETS	0100-4300	Instruction Supplies	37.60		309
				LCAP MEETING	12.37		310
			0109-4300	GH Biology & Chemistry Supplies	20.12		311
				LCAP MEETING	4.81	74.90	312
0830179	05/07/2020	ZANER-BLOSER INC.	0100-4300	Curriculum		710.55	313
0830440	05/13/2020	BLUE ROBOTICS INC	0109-4300	Robotics Parts		631.54	314
0830441	05/13/2020	CDW GOVERNMENT	0100-4400	Everest PO: 200071	11,451.11		315
			0109-4400	Everest PO: 200071	4,453.21	15,904.32	316
0830442	05/13/2020	EMADCO DISPOSAL SERVICE INC.	0100-5500	Acct: 7108-002 May 2020 Services	183.51		317
			0109-5500	Acct: 7108-002 May 2020 Services	71.36	254.87	318
0830443	05/13/2020	LOR'S JANITORIAL	0100-5800	April 2020 Services	1,036.80		319
			0109-5800	April 2020 Services	403.20	1,440.00	320
0830444	05/13/2020	SCHOOL PATHWAYS LLC	0100-5800	April 2020	1,255.17		321
			0109-5800	April 2020	525.85	1,781.02	322
0830445	05/13/2020	SIERRA TELEPHONE, INC.	0100-5900	May 1 - May 31 Services	461.14		323
			0109-5900	May 1 - May 31 Services	179.34	640.48	324
0830446	05/13/2020	YM&C	0100-5800	Services through 4/30/2020	1,322.28		325
			0109-5800	Services through 4/30/2020	514.22	1,836.50	326
							327
							328
Total Number of Checks	153		216,993.60				329
							330
Fund Summary	Fund	Description	Check Count	Expensed Amount			
0100	GENERAL FUND		138	179,780.79			331
0109	INDEPENDENT CHARTER		117	36,962.81	Cancel		332
						1	*250
Total Number of Checks	152		216,743.60	Less Unpaid Sales Tax Liability		.00	Net (Check Amount)
							216,743.60
							333

Western Sierra Charter Schools

Employee Budgeted Payroll Cost Summary for 2020-21

This summary reflects all employees being moved appropriately on the salary schedules. The total compensation figure includes an estimate of total salary, STRS and PERS contribution, Health Benefit and all other payroll costs.

Mountain Home School Charter Employees

Certificated Teachers:

Advising FTE: 8 – 1 Davis, .5 Fruth (TEACHER/SPED Coordinator), 1 Hill, 1 Johnson, 1 Meeks, .5 Moons (TEACHER/RSP allocated partial), 1 Oliphant, 1 Rumohr, 1 Vind

Adjunct FTE: 1.4 – .4 Heidebrecht, 1 Johnson

Certificated Administrative Staff:

FTE: 1.73 (all allocated partial) – .38 Cox (Exec Director), .72 Klang (Principal), .24 Hill (Counselor), .19 Fruth (SPED COORDINATOR/Teacher), .19 Moons (RSP/Teacher)

Certificated Salaries: \$778,903 Certificated Benefits: \$287,598

Classified Administrative Staff:

FTE: 2.79 (all allocated partial) – .38 Jeffers (CBO), .57 Wilhite (Admin), .57 Neulinger (Admin), .36 Jones (Reception), .72 Mendoza (Custodial), .19 Blas (IT Tech)

Classified Salaries: \$171,827 Classified Benefits: \$85,305

Total Salaries: \$950,730 Total Benefits: \$372,903

Total Salaries and Benefits: \$1,323,634

Glacier High School Charter Employees

Certificated Teachers:

Advising FTE: 3.8 – 1 Alvarez, 1 Boe, .8 Friesen, 1 Kelly

Adjunct FTE: 1.4 - .5 Irizarry, .4 DaPra, .5 Blas

Certificated Administrative Staff:

FTE: .96 (all allocated partial) – .15 Cox (Exec Director), .28 Klang (Principal), .38 Hill (Counselor), .075 Fruth (SPED Coordinator/Teacher), .075 Moons (RSP/Teacher)

Certificated Salaries: \$396,170 Certificated Benefits: \$145,075

Classified Administrative Staff:

FTE: 1.085 (all allocated partial) – .15 Jeffers (CBO), .22 Wilhite (Admin), .22 Neulinger (Admin), .14 Jones (Reception), .28 Mendoza (Custodial), .075 Blas (IT Tech)

Classified Salaries: \$67,490 Classified Benefits: \$34,453

Total Salaries: \$463,660 Total Benefits: \$179,528

Total Salaries and Benefits: \$643,188

Endeavor Charter School Employees

Certificated Teachers:

Advising FTE: 11.1 – .8 Buca, 1 DenHartog, 1 Turner, .5 Ganzenhuber, 1 Hammond, .8 Hirata, 1 Huey., .2 Patterson, .8 Neptune, 1 Reeve, 1 Vaccaro, 1 Specht, 1 Yang,

Adjunct FTE: 1.4 - .2 Llanos, .8 Mallard, .4 McGough

Certificated Administrative Staff:

FTE: 3.02 (all allocated partial) – .47 Cox (Exec Director), 1 Hagen (Principal), .7 Garcia (Principal), .38 Hill (Counselor), .235 Fruth (SPED Coordinator/Teacher), .235 Moons (RSP/Teacher)

Certificated Salaries: \$1,097,468 Certificated Benefits: \$408,817

Classified Administrative Staff:

FTE: 1.085 (all allocated partial) – .47 Jeffers (CBO), 1 Carrasco (Reception) .21 Wilhite (Admin), .21 Neulinger (Admin), 1 Lord, M. (Admin), .25 Lord, K. (Admin), .235 Blas (IT Tech)

Classified Salaries: \$185,558 Classified Benefits: \$73,649

Total Salaries: \$1,283,026 Total Benefits: \$482,467

Total Salaries and Benefits: \$1,765,493

Caveat to Budgeted Payroll

Due to high fiscal uncertainty, possible further funding cuts and deferrals, it is proposed that all staff remain at their current 2019/ 2020 step on the salary schedule and not advance the budgeted one-year step increase.

This means that most staff will remain at the same pay for coming 2020/ 2021 year as the 2019/ 20 year. The following six staff members' salary would change: Julie Davis and Nancy Turner have earned extra units and moved up on the schedule, Brooke Hirata has reduced her FTE, Karen Fruth is being reassigned as the WSCS SPED Coordinator and Angela Moons is a new hire.

Later in the 2020/ 2021 fiscal year, perhaps at the January 2021 WSCS Board Meeting, the Board will reevaluate WSCS's fiscal capacity to implement the budgeted, annual Step increases for the staff. If the fiscal situation warrants, the Board will take action accordingly at that time.

Western Sierra Charter Schools Combined 19-20 Financial Report As of 4/30/20

Category	Budget			Actual	Comments
	Adopted Budget (Annual)	Budget Adjustments (Annual)	Working Budget (Annual)	Actual Rev/Exp Year-to-date	
Revenue					
State Aid Block Grant	8011	2,288,895	(366,073)	1,922,822	1,529,048
EPA	8012	859,614	(335,804)	523,810	424,727
In Lieu Prop Tax	8096	1,890,618	329,228	2,219,846	1,647,759
Lottery	8560	99,613	9,948	109,561	59,668
Interest	8660	13,700	2,034	15,734	14,290
Mandate Block Grant	8550	11,582	419	12,001	12,001
One-time Funding	8550	-	-	-	-
State STRS Contribution on Behalf - Paper Transacti	8590	118,716	-	118,716	-
Low Performing Student Block Grant	8590	41,496	-	41,496	-
Other Local Revenue	8699	5,924	13,808	19,732	23,314
SPED Revenue (6500)	8792	125,174	-	125,174	108,145
Total Revenue		5,455,332	-346,440	5,108,892	3,818,951
Total Revenue					
Expenses					
Salaries (Certificated and Classified)		2,654,337	88,707.06	2,743,044	2,267,283
Benefits (All Combined)		1,078,544	15,675	1,094,219	816,806
Total Salary & Benefits		3,732,880	104,382	3,837,262	3,084,089
	Object Code				
Instructional (Func.1000)					
Books	4100/42	207,812	19,000	226,812	225,384
Instructional Supplies (>\$500)	4300	114,864	74,136	189,000	186,361
Instructional Equipment (\$500-\$4900)	4400	113,187	78,813	192,000	190,444
Travel & Conference	5200	19,327	(10,000)	9,327	7,871
Contracted Services	5800	136,516	36,484	173,000	171,607
Communications	5900	5,951	4,349	10,300	9,376
Equipment	6400	0	-	-	-
Building (Func. 8100)					
Supplies	4300	26,397	7,603	34,000	33,223
Equipment	4400	11,000	(11,000)	-	-
Utilities	5500	13,840	6,452	20,291	19,401
Rentals, Leases & Repairs	5600	136,200	-	136,200	130,180
Site Contracted Improvement	5800	0	38,582	38,582	38,582
Equipment	6400	0	-	-	-
Facilities Construct (Func. 8500)					
Site Improvement	6100	0	179,691	179,691	179,571
Building Improvements	6200	281,000	(281,000)	-	-
Administrative (Func. 2700)					
Admin. Supplies	4300	13,561	3,867	17,428	17,265
Admin. Equipment	4400	784	1,400	2,184	2,078
Travel & Conference	5200	35,730	(8,345)	27,385	34,118
Service Memberships/ Fees	5300	1,521	11,307	12,828	12,824
Insurance	5400	13,979	1,614	15,593	15,593
Contracted Services	5800	54,915	(28,261)	26,654	26,642
Contracted Services-Business Svcs	5800	123,458	(9,130)	114,328	-
Communications	5900	9,241	2,312	11,553	11,025
Equipment	6400	0	-	-	-
Health Services (Func. 3140)					
Contracted Services	5800	23,176	-	23,176	14,215
Food (Func. 3700)					
Food Costs	4700	0	8,437	8,437	8,437
Administrative (Func.7100)					
Contracted Services -auditors	5800	17,750	-	17,750	9,663
General Administration (Func.7200/7300)					
YUSD Oversight 1%	5800	50,391	(3,726)	46,665	-
Business Services (4.5% of Rev)	5800	52,910	(3,913)	48,997	-
Fiscal Services (Func. 9200)					
Special Education	7141	125,132	-	125,132	93,180
Total Expense		5,321,525	223,052	5,544,577	4,521,128
Total Expense					
Revenue Less Expenses		133,807		(435,685)	\$ (702,177)
Carryover from Prior Year		1,773,476		1,773,476	
Carryover as a Percentage of Total Expenses		33.3%		32.0%	
Ending Balance/Future Carryover		1,907,283		1,337,791	
Carryover as a Percentage of Total Expenses		35.8%		24.1%	
Net Income		133,807		(435,685)	
Net Income as a percentage of Total Revenue		2.5%		-8.5%	
Extraordinary Items					
One Time Expenditures		349,207	133,678	482,885	
One-time Funding Income		(160,212)	-	(160,212)	
Total		188,995	133,678	322,673	
Net Rev. Adjusted for Extraordinary Items		322,802		(113,012)	
Adjusted Net Income as a percentage of Adj. Total Revenue		5.9%		-2.2%	

Preliminary WSCS Combined Projected Budget for 20-21 as of 5/18/20

Category		Budget			WSCS Combined	Comments
		Mountain Home	Glacier	Endeavor		
Revenue		(Annual)	(Annual)	(Annual)	Annual	Revision Notes
State Aid Block Grant (LCFF)	8011	624,482	155,201	2,001,648	2,781,331	15% Reduction in LCFF Funding
Education Protection Account "EPA" (LCFF)	8012	163,010	183,973	55,576	402,559	
In Lieu Prop Tax (LCFF)	8096	929,525	370,480	271,480	1,571,485	
Lottery	8560	36,564	21,336	-	57,900	None Not Included None ECS to MHS&GHS for Furn & Equipment + \$5000
Interest	8660	4,850	1,500	-	6,350	
Mandate Block Grant	8550	3,058	2,943	-	6,001	
One-time Funding	8550	-	0	-	-	
State STRS Contribution on Behalf - Paper Transaction	8590	-	0	-	-	
Low Performing Student Block Grant	7510-8590	-	0	-	-	
Other Local Revenue (and Pmt for Equip/Furn for ECS)	8699	38,000	16,000	1,000	55,000	
SPED Revenue (6500)	8792	57,012	23,042	172,988	253,042	
Revenue Sub-Total		1,856,501	774,475	2,502,692	5,133,668	
Interfund Transfers In	8910-2929	-	0	350,000	350,000	
Other Financing Sources	8930-8979	-	0	250,000	250,000	
Total Revenue		1,856,501	774,475	3,102,692	5,733,668	
Category		Budget			Actual	Comments
Expenses		(Annual)	(Annual)	(Annual)		
Salaries - Certificated		778,903	396,170	1,097,468	2,272,541	
Salaries - Classified		171,827	67,490	185,558	424,875	
Benefits (All Combined)		372,903	179,528	482,467	1,034,899	
Total Salary & Benefits		1,323,634	643,188	1,765,493	3,307,440	
Instructional (Func.1000)	Object Code					
Textbooks and Core Curriculum	4100	11,831	5,988	14,756	32,575	Includes Pmt to MHS&GHS From ECS for \$50k
Books and Reference Materials	4200	4,344	1,488	29,513	35,344	
Instructional Supplies (>\$500)	4300	31,026	8,365	41,402	80,793	
Instructional Equipment (\$500-\$4900)	4400	-	0	50,000	50,000	
Travel & Conference	5200	500	500	3,000	4,000	
Contracted Services	5800	39,193	15,471	49,475	104,138	
Communications	5900	4,312	1,576	7,019	12,907	
Equipment	6400	-	0	-	-	
Building (Func. 8100)						
Supplies	4300	15,000	5,035	8,605	28,640	
Equipment	4400	1,025	475	3,117	4,617	
Utilities	5500	8,805	3,424	15,577	27,806	
Rentals, Leases & Repairs	5600	-	-	136,200	136,200	
Site Contracted Improvement/Custodial Fee	5800	-	-	30,000	30,000	
Equipment	6400	-	-	-	-	
Facilities Construct (Func. 8500)						
Site Improvement	6100	-	-	-	-	
Building Improvements	6200/6250	-	-	-	-	
Administrative (Func. 2700)						
Admin. Supplies	4300	8,049	1,000	2,000	11,049	70% of Fee for MCOE (3.5% of LCFF Revenues)
Admin. Equipment	4400	1,508	500.00	500	2,508	
Travel & Conference	5200	3,420	1,350	4,230	9,000	
Service Memberships/ Fees	5300	11,337	4,475	14,022	29,835	
Insurance	5400	5,925	2,339	7,329	15,593	
Contracted Services	5800	2,951	1,165	3,650	7,765	
Contracted Services-Business Svcs	5800	42,067	17,387	57,053	116,507	
Communications	5900	4,673	1,746	6,835	13,254	
Equipment	6400	-	-	-	-	
Health Services (Func. 3120/3140)						
Contracted Services	5800	17,962	5,215	5,631	28,808	
Food (Funct. 3700)						
Food Costs	4700	2,280	900	2,820	6,000	Food costs for Meal Mandate reclass from Funct 1000 above
Administrative (Func.7191)						
Contracted Services -auditors	5800	14,440	5,700	17,860	38,000	1% Oversight fee to MCOE and FUSD respectively 30% of Fee for MCOE (3.5% of LCFF Revenues)
General Administration (Func.7200/7300)						
District Oversight Fee (1% of LCFF)	5800	17,170	7,097	23,287	47,554	
Business Services (3.5% of LCFF)	5800	18,029	7,451	24,451	49,931	
Fiscal Services (Func. 9200)						
SPED-Costs		26,312	10,244	36,256	72,812	Books,Supplies&Operating Costs (SPED Payroll in Sal&Ben)
Debt Service						
Debt Service Interest	7438	-	-	-	-	Loan repaid in years 2-5 Interfund Transfers from MHS and GHS to ECS
Expense Sub-Total		1,615,792	752,078	2,360,081	4,727,951	
Debt Service Principal	7439	-	-	-	-	
Interfund Transfers Out	7600-7629	262,500	87,500	-	350,000	
Total Expense		1,878,292	839,578	2,360,081	5,077,951	Total Expense
Revenue Less Expenses Not Including Loans/Interfund		240,708	22,397	142,612	405,717	
Rev Less Exp Including Loans & Interfund Transfers		(21,792)	(65,103)	742,612	655,717	

Policy and Procedures for Public Random Drawing of Potential Students at WSCS

Background:

California Education Code 47605.6(e)(2)(B) states the following:

If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the county except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual charter school basis and only if consistent with the law.

Additionally, Education Code 47605.1(c)(1 & 2) states:

~~(c) Notwithstanding any other law, a charter school may establish a resource center, meeting space, or other satellite facility located in a county adjacent to that in which the charter school is authorized if the following conditions are met:~~

~~(1) The facility is used exclusively for the educational support of pupils who are enrolled in nonclassroom based independent study of the charter school.~~

~~(2) The charter school provides its primary educational services in, and a majority of the pupils it serves are residents of, the county in which the charter school is authorized.~~

Education Code 47605.6 means that, should the number of students interested in enrolling in a Western Sierra Charter Schools (WSCS) school exceed the available open spots, WSCS will hold a public random drawing for the purpose of creating a ranked list of those potential students.

~~Education Code 47605.1 means that, as long as a charter school operates a separate resource center in an adjacent county, the school must maintain its enrollment in such a way that the majority of the enrolled students reside within the county of the charter school's authorizing school district. This contingency will be a guiding factor in determining the enrollment of new students who have already been ranked for enrollment by a public random drawing (lottery).~~

Pursuant to ~~these~~ (this) Education Code, Western Sierra Charter Schools hereby implements the following policy.

Procedure:

1. Prior to lottery, people on wait list will be contacted and will be given information on lottery date, deadline to respond to secured spots, and will also be given a family number for lottery purposes. This number will be used on the website after the lottery so that families can see their placement in a confidential manner. This number and family information will be written on their lottery card which will then be used for lottery drawing.
2. Priority will be given to students in the following order
 - a. Staff member with a child to enroll

- b. Sibling of a student already enrolled in either MHS or GHS (another WSCS school).
 - ~~c. Madera county students~~
 - ~~d. Location preference (Oakhurst or Fresno Resource Center)~~
 - e. Grade level of student
 - f. Out of county students
3. Each priority group will be drawn as necessary, beginning with letter "a" (See #2 above).
 4. Students will then be drawn by family. When we draw a family's number all students in that family will be able to enroll based on the information given when contact was made prior to lottery (except in the case where we have less spaces available than there are students in the family--in that case we would give that family priority for the next openings as they would fall into category "b" in priority (see above).
 5. After lottery, families would be listed on our website in the order they were drawn using their assigned number.
 6. Families will be responsible to make contact with the school and will have 48 hours to contact us to accept/dent spots. If the 48 hour time period falls on either a weekend or holiday then the deadline would be within school business hours. Families would know deadline ahead of time.
 7. Contact to accept enrollment can be made by either phone call, email, or filling out a contact form on the website.
 8. Lotteries will be (open to the public and announced on our websites 72 hours in advance). (They will be held) ~~in Oakhurst at regularly scheduled WSCS Board Meetings and prospective students' families are welcome to attend.~~ (at the appropriate school's location).
 9. As spaces open throughout the year we will contact families on the current lottery until the list is exhausted.
 10. A lottery list is only valid through the school year it was performed. Families that were not enrolled in the current school year can be entered into the following years lottery.
 11. If new families contact us after the current lottery drawing, they will be placed on a new list for the next lottery.

Adopted: May 24, 2017

Amended: May 23, 2019

Policy and Procedures for Public Random Drawing of Potential Students at WSCS

Background:

California Education Code 47605.6(e)(2)(B) states the following:

If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the county except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual charter school basis and only if consistent with the law.

Education Code 47605.6 means that, should the number of students interested in enrolling in a Western Sierra Charter Schools (WSCS) school exceed the available open spots, WSCS will hold a public random drawing for the purpose of creating a ranked list of those potential students.

Pursuant to this Education Code, Western Sierra Charter Schools hereby implements the following policy.

Procedure:

1. Prior to lottery, people on wait list will be contacted and will be given information on lottery date, deadline to respond to secured spots, and will also be given a family number for lottery purposes. This number will be used on the website after the lottery so that families can see their placement in a confidential manner. This number and family information will be written on their lottery card which will then be used for lottery drawing.
2. Priority will be given to students in the following order
 - a. Staff member with a child to enroll
 - b. Sibling of a student already enrolled in another WSCS school
 - c. Grade level of student
 - d. Out of county students
3. Each priority group will be drawn as necessary, beginning with letter "a" (See #2 above).
4. Students will then be drawn by family. When we draw a family's number all students in that family will be able to enroll based on the information given when contact was made prior to lottery (except in the case where we have less spaces available than there are students in the family--in that case we would give that family priority for the next openings as they would fall into category "b" in priority (see above).
5. After lottery, families would be listed on our website in the order they were drawn using their assigned number.
6. Families will be responsible to make contact with the school and will have 48 hours to contact us to accept/dent spots. If the 48 hour time period falls on either a weekend or holiday then the deadline would be within school business hours. Families would know deadline ahead of time.
7. Contact to accept enrollment can be made by either phone call, email, or filling out a contact form on the website.

8. Lotteries will be open to the public and announced on our websites 72 hours in advance. They will be held at the appropriate school's location.
9. As spaces open throughout the year we will contact families on the current lottery until the list is exhausted.
10. A lottery list is only valid through the school year it was performed. Families that were not enrolled in the current school year can be entered into the following years lottery.
11. If new families contact us after the current lottery drawing, they will be placed on a new list for the next lottery.

Adopted: May 24, 2017

Amended: May 23, 2019

Amended: May 21, 2020

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
WESTERN SIERRA CHARTER SCHOOLS
July 1, 2020– June 30, 2025

This Memorandum of Understanding (the “Agreement”) is made and entered into this ___ day of _____, 2020, by and between the Fresno Unified School District (hereinafter “the District”) and Western Sierra Charter Schools, a California nonprofit public benefit corporation (hereinafter “Charter Corporation”). Hereinafter, the District and Charter Corporation shall be collectively referred to as “the Parties.”

I. RECITALS

- A. The Fresno Unified School District is a school district existing under the laws of the State of California.
- B. The State of California enacted the Charter Schools Act of 1992 (hereinafter the “Act”) authorizing the formation of charter schools with the intent that the schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, performance-based accountability, and expanded choice for parents within the public school system.
- C. Charter Corporation is a non-profit public benefit corporation that manages and operates Endeavor Charter School (hereinafter “Charter School”), a public charter school existing under the laws of the State of California and under the supervisory oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.
- D. The Act authorizes the District to grant charter petitions under specified circumstances. The District has approved a charter petition for Charter School for a five-year period beginning July 1, 2020 through June 30, 2025 (hereinafter “the Charter”).
- E. Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School’s compliance with the terms of the Charter and with this Agreement.
- F. The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992 that may change from time to time during the term of this Agreement.
- G. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) implementing the provisions of the Charter as approved; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3) operating prudently and soundly in all respects; and (4) providing a sound education for Charter School’s students.

- H. The Parties recognize and agree that Charter School shall not charge tuition, shall be nonsectarian, and shall be open to all students regardless of ethnicity, national origin, gender, sexual orientation or disability and those provisions of non-discrimination shall apply as well to employment at Charter School.
- I. The Parties recognize that there are many matters related to the operation of Charter School and the effective oversight of Charter Corporation, which go beyond the provisions included in the Charter or need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.
- J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary amendments to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms

1. This Agreement will govern the relationship between the District and Charter Corporation regarding the operation of Charter School.
2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.
3. The duly authorized representative of Charter Corporation is the Executive Director, or any designee thereof.
4. The duly authorized representative of the District is the Superintendent or any designee thereof. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the Board of Trustees of the District. The Board of Trustees shall approve all formal District actions related to oversight and monitoring of Charter School.
5. The term of this Agreement shall be coterminous with the term of the Charter granted to Charter School. This Agreement is subject to approval by the respective Governing Boards of the District and Charter Corporation. The Parties shall, however, review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement. If the Parties cannot agree to the proposed revisions by April 30 of that year, then the existing Agreement will continue in effect until mutually modified. In any event, the Agreement shall expire upon termination or revocation of the Charter. Nothing in this Section shall prevent either party from suggesting, proposing or agreeing to a revision to the Agreement at any time during the year.

6. The effective date of the Charter is July 1, 2020. Should Charter School fail to comply with the conditions of the Charter, the District shall have the right to revoke the Charter in accordance with Education Code section 47607.
7. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law. Renewal of the Charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, the District policy, and applicable law.

B. Operation of Charter School

1. Charter School is a public charter school that shall be operated pursuant to the Charter, plus any specific conditions approved, [if any](#).
2. Charter School is authorized to operate with grades TK-12.
3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten (10) days whenever the information changes.
 - a. The names and contact information for the principal contacts for Charter School; and
 - b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Board of Directors.
4. Charter School and/or Charter Corporation will provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management whenever the information changes, in no event later than ten (10) days after the change.

C. Governance

1. Charter School will operate consistent with California Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity and the District is not liable for the debts and obligations of Charter Corporation or Charter School as per California Education Code § 47604(d).
2. The Parties further recognize that consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in California Education Code § 47604.
3. The District reserves the right to appoint a representative to Charter Corporation's Board of Directors in accordance with California Education Code § 47604(c).
4. The Board of Directors of Charter Corporation shall conduct public meetings at such intervals as are necessary to ensure that the Board is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Board meetings of Charter Corporation will be conducted in keeping with the

requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the “Brown Act”).

5. Charter Corporation shall ensure that all members of the Board of Directors of Charter Corporation, Charter School leader, Charter School primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation, have participated in training on the requirements of the Brown Act and the Political Reform Act/Fair Political Practices Act. Verification of such training shall be provided to the District.
6. Copies of meeting agendas for meetings of Charter Corporation’s Board of Directors and Charter School’s School Site Governing Board shall be provided to the District at the time they are distributed to the public pursuant to the Brown Act. Copies of meeting minutes shall be provided to the District within 30 days after their approval by the respective governance bodies.

D. Required Governance Documentation

1. Charter Corporation shall provide the District with the documents described herein by the dates specified.
2. Charter Corporation shall provide up-to-date versions of all required documents by August 1st of each year, or as otherwise specified.
3. In the event of a change in the following specified documents, an updated version shall be sent within ten (10) business days of the date the change is approved by Charter Corporation’s Board of Directors:
 - a. Articles of Incorporation;
 - b. Bylaws;
 - c. Conflict of Interest Policy;
 - d. Roster of Charter Corporation’s Board of Directors;
 - e. Schedule of Board of Directors meetings;
 - f. Name and contact information for Charter School’s leader (e.g., principal, director, or head of school); and
 - g. Name and contact information for Charter School’s primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider).
4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and its designees and any other authorized agency, including but not limited to financial inquiries to Charter School.

E. Admissions and Recruitment

1. The Parties recognize and agree that Charter School will be open to all students. Charter School shall adopt and adhere to anti-discrimination policies that are consistent with law and prohibit unlawful discrimination against any protected group. Protected groups put

forth under Title IX and in California are enumerated by Government Code § 12940, Education Code §§ 200 and 220, Government Code § 11135, and include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, ethnicity, race, ancestry, national origin, religion, color, mental or physical disability, genetic condition or information, and age, as well as association with a member of a protected class. Additionally, as set forth in Education Code section 231.5, it is the policy of the State of California, pursuant to Section 200, that all persons, regardless of their sex, should enjoy freedom from discrimination of any kind in the educational institutions of the state. This includes sexual harassment, which is a form of sexual discrimination.

2. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School will have the following enrollment and admissions information posted on Charter School's website and will update the posting as quickly as possible whenever the information changes:
 - a. Procedures and timeline for enrollment, admission, and the public random drawing, which will include, but not be limited to an assurance that Charter School will provide enrollment preferences as specified in the Charter.
 - b. Descriptions of outreach and recruitment activities to reach the target population.
 - c. Evidence that enrollment preferences and random drawing preferences are consistent with the Charter and applicable law.
 - d. A copy of the application and enrollment forms and information provided to prospective families.
 - e. Process for exiting a student from Charter School for other than disciplinary reasons, including procedures for notifying the student's district of residence (per Education Code section 47605(d)(3)).
3. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve students from communities throughout the county of Fresno.

F. Funding

1. Charter School has elected to receive funding directly from the State pursuant to Education Code section 47651.
2. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code § 42238 et seq. LCFF funding will be apportioned by Average Daily Attendance (ADA). Charter School will be responsible for providing the California Department of Education with all data required for funding. LCFF Funding will not include:
 - a. Programs for which Charter School is required to apply separately, such as summer school.

- b. Special Education programs – these funds are allocated to the SELPA in which Charter School is affiliated.
 - c. Lottery funds – Charter School will be funded directly from the State for its share of these funds. A portion of Lottery Funds must be spent on instruction, as dictated by the State.
3. In addition to LCFF funding, Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. It shall be the responsibility of Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.
4. Charter School is eligible for Federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School’s students for such funding.
5. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent that Charter School and its students generate such entitlements. Additionally, Charter School may apply for private grants.
6. Grants written by and obtained by Charter School will come directly to Charter School and not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.
7. In addition to LCFF Funding specified herein, the Parties recognize the authority of Charter School to pursue additional sources of funding.
8. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis minus the administration fee (e.g., indirect charge fee) charged by the District.
9. Charter School shall cooperate fully with the District in applications made by the District on behalf of the students of Charter School.
10. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of such funds.
11. Charter School is also entitled to lottery funds and a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for funding which is beyond the base statutory entitlement.
12. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments on or before the fifteenth (15th) of each month pursuant to Education Code section 47635.

13. Pursuant to Education Code section 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.
14. Charter Corporation and Charter School will use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the students enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.
15. Charter Corporation and the District agree to negotiate on a case-by-case basis for any additional funding pursuant to Education Code section 47636.
16. This Funding section, as well as all other sections of this Agreement, shall be applied consistent with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.
17. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.
18. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the State.
19. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisory oversight of the District.
2. Charter School shall be wholly responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget. The District shall not be liable for the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School as long as the District has performed its oversight responsibilities set forth in Education Code sections 47604.32 and 47605(m).

3. Charter School shall retain the right to use its own legal counsel and will be responsible for procuring such counsel and associated costs and fees.
4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.
5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions and lottery requirements and processes. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “the District and District Personnel”) from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys’ fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District’s approval of Charter School’s or Charter Corporation’s Charter, Charter School’s or Charter Corporation’s performance under the Charter, Charter School’s or Charter Corporation’s performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, its officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School’s policies and practices, such as its application requirements, admission requirements, and lottery procedures.
6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with applicable state and/or federal laws (which may be amended from time to time), including, without limitation the following:
 - a. The Ralph M. Brown Act (Government Code § 54950 et seq.);
 - b. The California Public Records Act (Government Code § 6250 et seq.);
 - c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the Fair Political Practices Commission (Government Code § 87100 et seq.);
 - d. Government Code section 1090;
 - e. The Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g);
 - f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.);
 - g. The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 et seq.);

- h. The Americans with Disabilities Act (42 U.S.C. § 12101 et seq.);
 - i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
 - j. The California Fair Employment and Housing Act (“FEHA”) (Government Code § 12900 et seq.);
 - k. The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. § 621 et seq.);
 - l. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.);
 - m. Education Code section 220 (prohibiting discrimination); and
 - n. The Uniform Complaint Procedures (5 CCR § 4600 et seq.).
7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations: The District oversight obligations include, but will not be necessarily limited to, the following:
- a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any amendments to the Charter and the relationship between Charter School and the District.
 - b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:
 - i. Identifying at least one staff member as a contact person for Charter School;
 - ii. Visiting Charter School at least one time per year;
 - iii. Monitoring the fiscal condition of Charter School;
 - iv. For purposes of fiscal oversight and monitoring by the District, Charter Corporation shall provide the District with a copy of documents, data and reports in the form and at the times specified by the District. All problems, questions, concerns, and/or issues, if any, related to the documents, data and reports that are produced by Charter Corporation and delivered to the District shall be brought to Charter Corporation’s attention in writing within thirty (30) days of receipt by the District of the documents, data and records; and
 - v. Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(a)(5).

Charter School shall promptly respond to all reasonable inquiries of the District, including, but not limited to, inquiries regarding its financial records. The District shall promptly respond to all reasonable inquiries made by Charter Corporation, including,

but not limited to, inquiries regarding financial records in which the District maintains base data or information.

- c. Charter revocation processes, including hearing/investigating alleged violations and monitoring efforts to cure.
 - d. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools.
 - e. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.
2. **Oversight Services.** Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code section 42238.02, as implemented by Education Code section 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.
 3. The Parties agree that the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed that Charter Corporation shall be solely responsible for all fiscal services for Charter School such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.
 4. To the extent that Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

- a. A preliminary budget shall be provided to the District and the County Superintendent of Schools for review by no later than May 30th of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined.
- b. A copy of the adopted budget shall be provided to the District for review by no later than July 15 of each year.
- c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of adoption of this Agreement and then followed by annual updates.

2. Cash Flow Data

- a. Cash flow projections shall be submitted with each quarterly financial report, as detailed below. The District shall be notified at least three weeks in advance (or a shorter time period upon showing of good cause by Charter School) of Charter Corporation's Board of Directors' action to incur short- or long-term debt. Financing documents shall be made available for the District review upon request. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in statutes within a reasonable period of time after the written request, but in no case later than 30 days thereafter.

3. Financial Data

- a. The first Interim Financial Report shall be provided to the District and the County Superintendent of Schools within 45 days after October 31 of each year, the Second Interim Financial Report shall be provided to the District and the County Superintendent of Schools within 45 days after January 31 of each year, and the Third Interim Financial Report shall be provided to the District within 45 days after April 30 of each year, if deemed necessary.
- b. The Unaudited Actuals Financial Report shall be provided to the District and the County Superintendent of Schools by September 1 of each year or within two weeks of receiving year-end closing data from the District, whichever is later.

4. Financial Audit

- a. Charter Corporation shall provide a copy of Charter School's Audited Financial Report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15 of each year. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a remediation plan outlining how and when they will be resolved. The remediation plan will be provided to the District by January 15 of each year or within 4 weeks following the finalization of the Audited Financial Report, whichever is later.

J. Attendance Reporting

1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District staff will review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.
2. Student data covering demographic, behavioral and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

- a. Charter School shall submit student enrollment projections to the District by March 1 of the preceding school year.
- b. Charter Corporation shall submit monthly summary reports of enrollment and average daily attendance (“ADA”) no later than five (5) business days following the close of the period.
- c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.
- d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15, April 30, and June 20, respectively, of each year.
- e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Special Education Services/Section 504.

1. Charter School will not be categorized as a public school with the District for purposes of Special Education services. Charter School will exist under the Special Education Local Plan Area (SELPA) of the Fresno County Charter Special Education Local Plan Area and will be categorized as a local educational agency member of the Fresno County Charter SELPA in conformity with Education Code section 47641(a). It is understood that all children will have access to Charter School and no student shall be denied admission due to disability. Charter School will comply with all applicable state and federal laws.
2. Pursuant to Education Code section 47641, Charter School has elected to participate as an independent LEA for Special Education services; and therefore, pursuant to Education Code Section 47641, the Fresno County Charter Special Education Local Plan Area has deemed Charter School a public school of the Fresno County Charter SELPA for Special Education purposes. Charter School and the Fresno County Charter Special Education Local Plan Area are solely responsible for providing all Special Education services. No Special Education services whatsoever will be provided by the District to Charter School. Charter School and the Fresno County Charter Special Education Local Plan Area are solely responsible for notifying parents that Special Education services are provided through the Fresno County Charter SELPA and not the District.
3. Complaints: Charter School and the Fresno County Charter Special Education Local Plan Area shall address/respond/investigate all complaints received involving Special Education. The District shall have no involvement in any complaints relating to Special Education services at Charter School, unless the District determines that its involvement is necessary as a result of its oversight responsibilities.
4. Indemnity: Charter agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys’ fees and costs arising out of or related in any way to the failure to deliver or the delivery of Special Education services by or involving the Fresno County Charter Special Education Local Plan Area and Charter School to its students and any and all conduct or allegations related thereto. Charter School further agrees to defend, indemnify, and hold the District and District Personnel harmless from any liabilities, claims, demands, attorneys’ fees and costs arising out of or

related in any way to the delivery of Special Education services previously provided to Charter School by the District.

L. Insurance and Risk Management

1. Charter Corporation, as applicable, will obtain its own insurance coverage to cover the operations of Charter School and supply the District certificates of insurance, with proof of insurance as initially outlined below, which may change annually based on, among other factors, size and location of Charter School. Charter Corporation shall instruct the insurance carrier(s) to inform the District immediately if the coverage becomes inoperative for any reason. The District may request to see evidence of insurance coverage during site visits.
2. Charter Corporation shall procure from an insurance carrier licensed to do business in the State of California or a qualified joint power authority (“JPA”) registered with the California Department of Industrial Relations, and keep in full force during the term of the Charter, at least the following insurance coverage for itself, Charter School, and the District:
 - a. Property Insurance against fire, vandalism, malicious mischief and such other perils as are included in “special form” coverage insuring all of Charter Corporation’s trade fixtures, furnishings, equipment and other personal property. The property policy shall include “extra expense” coverage and shall be in an amount not less than 100% of the replacement value.
 - b. Commercial General Liability Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in total general liability insurance for bodily injury (including death), property damage and personal and advertising injury arising out of or connected to Charter Corporation’s premises and operations. Charter Corporation shall also maintain errors and omissions/educators legal liability, sexual abuse and molestation coverage, and employment practices liability of Charter Corporation, its governing board, officers, agents, or employees of Charter School with limits of not less than the amount stated above. Charter School represents that its insurance shall cover all situations under which Charter School is responsible to defend and indemnify herein, including but not limited to the District’s approval of Charter School’s renewal petition. The amount of total general liability insurance required shall increase to seven million, five hundred thousand dollars (\$7,500,000) if Charter School’s ADA (as reported at P-Annual) exceeds 1,000. The deductible per occurrence for said insurance coverage stated herein shall not exceed twenty thousand dollars (\$20,000).
 - c. Comprehensive or Business Automobile Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence, Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
 - d. Workers’ Compensation Insurance in accordance with the provisions of the California Labor Code, insurance adequate to protect Charter Corporation from claims under Workers’ Compensation Acts which may arise from its operation of Charter School, with statutory limits and Employer’s Liability limits (including employment practices coverage) of not less than One Million Dollars (\$1,000,000) each occurrence.

3. If any policies are written on a claims-made form, Charter School agrees to maintain such insurance continuously in force for three years following termination or revocation of the Charter or extend the period for reporting claims for three years following the termination or revocation of the Charter to the effect that occurrences which take place during this shall be insured.
4. Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
5. Charter School shall procure and maintain for the duration of this Agreement the specific insurance policies listed herein with the specified limits per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. If Charter School maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School. Charter School's liability policy or policies must provide all liability Charter School is required to insure against by law and authorized to insure against. The District and District Personnel shall be covered as additional insureds via an endorsement to all liability policies maintained by Charter School. Such endorsement shall provide that all additional insured coverage afforded to the District and District Personnel under Charter School's insurance coverage shall be primary and noncontributory as respects the District and District Personnel. Any insurance or self-insurance maintained by the District or District Personnel shall be excess of Charter School's insurance and shall not contribute with it. Each insurance policy required above shall be endorsed to provide that coverage shall not be canceled, except with notice to the District.
6. Copies of all policies of insurance and certificates of coverage shall be provided by Charter Corporation to the District annually, but no later than two weeks prior to the commencement of school. The District shall receive written notification 30 days in advance of the termination or cancellation of any insurance policy maintained by Charter School.
7. Charter Corporation and Charter School shall hold harmless, defend, and indemnify the District and District Personnel from every liability, claim, or demand which may be made by reason of (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm, or corporation caused by any intentional or negligent act or omission of Charter Corporation and/or Charter School, its officers, employees or agents. In cases of such liabilities, claims, or demands, Charter Corporation, at its own expense and risk, shall defend with legal counsel satisfactory to the District all legal proceedings which may be brought against the District and District Personnel, and shall satisfy any resulting judgments up to the required amounts that may be rendered against any of them. This indemnity and hold harmless provision shall exclude actions brought by third persons against the District and District Personnel arising out of the gross negligence or intentional acts, errors, or omissions of the District and District Personnel.
8. In addition, Charter School shall institute a Risk Management Plan, including policies and practices to address reasonably foreseeable occurrences, and will annually provide the District with certification in writing that such policies and practices have been instituted at Charter School.

9. A copy of Charter School's Safety Plan shall be provided to the District two weeks prior to commencement of the first school year, and as updated.
10. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of school.

M. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees.
2. Charter Corporation is deemed the exclusive employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code section 3540 et seq. and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.
3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher shall be provided to the District by Charter School at the commencement of each school year, along with written verification by Charter School that credentialing requirements imposed on Charter School under Education Code section 47605(1) and any applicable federal laws have been met.
4. Certificated and classified employee salary schedules shall be provided, upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided upon commencement of the first school year by August 1 and annually thereafter. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.
5. Charter Corporation shall provide, upon request, to the District the job descriptions and qualifications for each position at Charter School.
6. Charter Corporation may process Charter School's State Teachers' Retirement System ("STRS") and Public Employees Retirement System ("PERS"). Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.
7. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive employer of employees and has sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. It shall also include specific expectations for employee performance and behavior, any due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal

complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.

8. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter Corporation students that are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter Corporation students will submit to background checks and fingerprinting in accordance with Education Code § 45125.1. Charter Corporation will provide certification to the District that all employees and volunteers/vendors (as applicable) have cleared a criminal records check through the Department of Justice (“DOJ”) and the Federal Bureau of Investigation (“FBI”) prior to their having any unsupervised contact with students.
9. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence that it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.
10. Charter Corporation shall provide the District with proof that all of Charter School’s teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted by the Charter Schools Act. Charter Corporation will have documentation on file (for inspection upon request) of its teachers’ credentials.

N. Student Records/Expulsions

1. To the extent necessary to discharge its reasonable supervisory oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request to access to Charter School’s education records under the federal Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their offices and employees shall comply with FERPA and state laws regarding student records.
2. If a Charter School student is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of a student’s last known address within 30 days (pursuant to Education Code § 47605(d)(3)), and shall maintain records of such notifications during the term of this Agreement for the District review upon request.
3. Neither Charter School nor the District shall be obligated to accept enrollment of any student who has been expelled from the other entity during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled students to the District if the District is their school district of residence. Charter School may still refer expelled students back to their district of residence, which may be the District; however, the Parties understand and agree Charter School has no control of or responsibility for the District’s decision to accept such students after Charter School’s referral.
4. Charter School shall provide to the District Charter School’s student discipline policies upon commencement of the first year of instruction and annually thereafter, as updated.

5. Charter School may request the District to process student expulsions. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate, which is currently One Thousand Three Hundred and Fifty Dollars (\$1,350).

O. Transportation

1. Charter Corporation shall be responsible for any and all transportation offered to students who enroll in Charter School, including but not limited to any and all transportation required in any student's IDEA Individual Education Plan ("IEP") or Rehabilitation Act Section 504 Plan.
2. Charter School may, at its sole option, provide transportation services for Charter School students to and from school.
3. Charter School will be responsible for providing transportation for field trips, including using public transportation.
4. Charter School may request the use of the District's buses for field trips. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the field trip buses. Charter School may further arrange charter buses through the District's Transportation Department and pay all applicable charges.

P. Nutritional Services

1. Charter School shall provide, for each needy pupil, one nutritionally adequate free or reduced-price meal during each school day, as set forth in Education Code § 49550. Needy children shall be defined as those children who meet federal eligibility criteria for free and reduced-price meals as defined in Education Code § 49531.
2. Charter School will be responsible for providing its own food services, if any. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

Q. Educational Program

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.
2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.
3. Charter School shall comply with Education Code § 47606.5 (regarding Local Control Accountability Plans), as that statute may be amended from time to time, as well as its implementing regulations. Charter School's final adopted Local Control Accountability Plan ("LCAP") shall be provided to the District by July 1 and annually thereafter, unless a different date is established by law. The Parties acknowledge that results reported on the

LCAP may be relied upon by the District in making decisions on material revisions, charter renewal and replication of charter schools.

4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1 prior to the beginning of a new school year. Any calendar changes made following April 1 must be provided to the District immediately; no later than ten (10) business day following the change.
5. Charter School is accountable for pupil outcomes identified in the Charter.
6. Charter Corporation will prepare an annual report, the contents of which shall be identified in writing by the District by March 1 annually, providing all information necessary to demonstrate that Charter School is meeting the applicable accountability standards. Charter School shall also conform to the California School Dashboard performance requirements and any special funding programs that have additional performance standards. The annual report shall be provided to the District by June 30 of each year.
7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

R. English Learner Services

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then fax the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

S. Facilities

1. Charter Corporation agrees that it is not seeking facilities for Charter School from the District under Proposition 39 at this time. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code section 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.
2. All facilities shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code sections 47610(d) and/or 47610.5, and will confirm with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities will be approved by the local fire marshal for the use intended.

T. Material Revisions to the Charter

1. Changes to the Charter deemed to be material revisions may not be made without prior approval from the District. Revisions to the Charter considered to be material changes include, but are not limited to, the following:
 - a. Substantial changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive

feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

- b. Adding a classroom-based or non-classroom-based program/facility not expressly authorized by the Charter.
 - c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.
 - d. Addition or deletion of grades or grade levels to be served, for the program as a whole or in a given year, not expressly authorized by the Charter, or otherwise required by law.
 - e. Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempt from this provision.
 - f. Changing the name of Charter School.
 - g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation (or any other entity) other than Charter Corporation.
 - h. Substantial changes to admission requirements and/or enrollment preferences identified in the Charter.
 - i. Substantial changes to the governance structure as described in the corporate bylaws, including but not limited to: changes in the authorized number of board members, method by which sitting board members are removed, method by which new board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that would not affect the charter may not be considered a material change.
2. Changes to the Charter may be made by Charter Corporation following notification to the District. Such notice shall be provided, in writing, at least 5 business days in advance of Charter Corporation's Board meeting at which the revision is to be approved.

U. Site Visits

1. The District will conduct at least one (1) visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, educational performance, fiscal operations and fulfillment of the terms of the Charter and this Agreement.
2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation, Charter School employees including the site principal, and Charter School's students/parents, as well as observation of instruction in the classroom(s).

3. Any deficiencies will be reviewed with Charter School's site principal and Charter Corporation and an opportunity provided for comment, explanation and/or correction will be provided.
4. The evaluations for each year will be used, in addition to other information and reports, to determine a renewal decision.

V. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with statutory provisions. Charter Corporation shall submit its renewal petition for the next charter term to the District no sooner than September 1st of the school year in which Charter School would cease operations without renewal.
2. The District and Charter School may mutually agree to schedule a renewal conference which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five (5) business days prior to the scheduled renewal conference, if any.
3. To the extent required, the charter renewal petition shall be revised in accordance with current statutes and regulations.
4. The Parties agree that after Charter School has been in operation for four years it may be granted renewal provided Charter School shows evidence of meeting renewal criteria set forth in Education Code sections 47607(b), (c) or 47607.2(a), (b).

W. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3 or other applicable statute or regulations. Prior to instituting revocation proceedings, the District may provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur with specified reasonable timelines. The minimum progression of notification of corrective action for concerns the District considers to involve violation(s) of Education Code § 47607(c) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.
2. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of students and/or staff of Charter School, and makes such determination in writing, per Education Code § 47607(d), it may take immediate action to assure the safety and well-being of the students, staff, and community consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607(d) and/or (e).
3. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address the concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District and consistent with applicable law(s).

X. Closure Procedures

1. At all times it is operational during the Charter term, Charter School will provide a description of the procedures to be used in the event Charter School closes and provide such procedures to the District as outlined in the Charter.
2. Procedures must be compliant with requirements contained in California Code of Regulations, Title 5, Section 11962 and consistent with the content of the Charter. Detailed closure procedures are set forth in Attachment A. At a minimum, closure procedures must include the following:
 - a. Identification of a responsible person(s), e.g. Director, Financial Officer, representative of Charter Corporation Governing Board, to oversee and conduct the closure process. This provision shall include a process to ensure that it is updated no less than annually or when any change is made;
 - b. Notification of students and families of school closure;
 - c. Security of student and business records;
 - d. Processing of final employee payroll and benefits;
 - e. Identification of all assets and liabilities and plan for transfer as detailed in the Charter;
 - f. Final Charter School close-out audit to be paid for by Charter Corporation;
 - g. Identification of a source of funding to be used for closeout expenses including the final audit; and
 - h. If applicable, dissolution of the nonprofit public benefit corporation.
3. If Charter School is to close permanently for any reason (e.g., voluntary surrender, nonrenewal, revocation), the District shall serve written notice on Charter Corporation that the closure procedures have been invoked. Charter Corporation will immediately identify to the District the specific individual who is responsible for coordinating Charter School's close out activities. The District will identify a staff person who will work with Charter School to accomplish all close out activities.
4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after the District gives written notice that it is invoking the closure procedures.

Y. Required Disclosures

1. Pursuant to Education Code section 47604.3, Charter School shall respond promptly to all reasonable requests of the District.
2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall

immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.

3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.
4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

- A. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the District pursuant to applicable sections of the Education Code.
- B. Severability. If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- C. Venue. The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.
- D. Amendment and Waiver. Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- E. Dispute Resolution. All disputes regarding this Agreement shall be resolved in accordance with the dispute resolution provision included in the Charter; provided, however, that disputes related to revocation of the Charter or acts or omissions of Charter School or Charter Corporation that constitute grounds for revocation of the Charter shall be handled pursuant to Education Code section 47607 and its implementing regulations. Violations of

this Agreement shall not be considered cause for revocation unless the violation is sufficient to justify revocation under Education Code section 47607.

- F. Entire Agreement. This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties. The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

Dated: _____

Fresno Unified School District
Board President

Dated: _____

Western Sierra Charter Schools

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
WESTERN SIERRA CHARTER SCHOOLS

Item	Description	Responsible Party	Completion Date	Verification
Invoking Closure Procedures				
1	<p>In the case of revocation or non-renewal, the District shall notify Charter School in writing that the closure procedures have been invoked. In the case of voluntary surrender, Charter School shall notify the District in writing that the closure procedures have been invoked.</p> <p>Charter School agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information.</p> <p>Charter School will be the responsible entity for winding up its closure and closure-related activities. Charter School shall immediately notify the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, and the retirement system in which Charter School's employees participate of Charter School's following:</p> <ol style="list-style-type: none"> (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; (4) The pupils' school districts of residence; and (5) The manner in which 			

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	parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
Immediate Actions				
2	Charter School shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter School and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter School in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
Students and Families				
5	Charter School shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter School's knowledge of the school closure.			
6	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
7	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter School also shall mail a copy of the report cards to the students' last known addresses.			

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8	Charter School shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter School shall notify the same immediately.			
9	Charter School shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
10	Charter School shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter School shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student.			
11	Charter School shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
12	Charter School shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
13	Upon Charter School's knowledge of closure, Charter School shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter School shall update the list upon request and shall provide a final list within three (3) days of the closure.			
14	Charter School shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the			

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	student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
15	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter School shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				
16	<p>Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted.</p> <p>Charter School shall transfer to the District's Charter Office all of the following:</p> <ul style="list-style-type: none"> (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. <p>All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. Charter School will ask the District to store and maintain original records of Charter School students.</p> <p>Charter School shall transfer and maintain personnel records in accordance with applicable law.</p>			

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17	At the point Charter School is dissolved, the student and business records shall come under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
18	Charter School shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
19	Charter School shall return grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
Faculty and Staff				
20	Charter School shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
21	Charter School will provide assistance to its faculty and staff in searching for and securing other employment.			
22	Charter School shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
23	Charter School shall provide the District within fourteen days with notice of any outstanding payments to staff and the method			

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	by which Charter School will make the payments.			
24	Charter School will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter School will copy the District on all correspondence.			
25	<p>Prior to final closeout, Charter School shall do all of the following on behalf of the school's employees:</p> <ul style="list-style-type: none"> • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule). 			
Assets and Liabilities				
26	Charter School shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
27	Upon knowledge of closure, Charter School shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter School take any action which incurs any financial or education obligation on behalf of Charter School unrelated to Charter School's winding up. Charter School shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
28	Charter School shall immediately notify all contractors (such as a charter management organization, education management organization, food service provider, instructional service provider, or			

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	transportation service provider) of Charter School's closure.			
29	If Charter School has any agreements with organizations representing employees, Charter School shall notify the organizations of Charter School's closure as may be specified in the agreements.			
30	Charter School shall notify the District within fourteen days of all pending litigation to which Charter School is a party. Charter school shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
31	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
32	Charter School, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
33	Charter School, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
34	Charter School shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office and shall be approved by the District. The audit(s) at a			

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	<p>minimum shall determine 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 Charter School, the disposition of all assets and liabilities of Charter School and shall verify Charter School's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter School's comprehensive list of all assets by source, noting any restrictions on each asset's use.</p> <p>Charter School shall provide the District with copies of all Charter School financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter School shall timely respond to the District's request(s) for financial information.</p>			
35	<p>Based on the audit findings, and with the approval of the District, Charter School shall expend any identified assets to liquidate any identified liabilities.</p> <p>Charter School shall distribute any remaining assets in accordance with Charter School's petition, bylaws, and the law. The disposition of Charter School's assets shall include, but not be limited by the following dispositions:</p> <ul style="list-style-type: none"> a. All assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Charter School, remain the sole property of Charter School and shall 			

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	<p>be distributed in accordance with the Articles of Incorporation or bylaws upon the dissolution of the nonprofit public benefit corporation.</p> <p>b. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not the District. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors.</p> <p>c. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District.</p> <p>d. Charter School will complete and file any and all required reports, including annual reports required pursuant to Education Code section 47604.33.</p>			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code section 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			