



THE COTTONWOOD SCHOOL

**Regular Scheduled Board Meeting
The Cottonwood School
September 21, 2019 – 9:00 am
3840 Rosin Court #200
Sacramento, CA 95834**

AGENDA

1. Call to Order
2. Public Comments
3. Discussion and Potential Action on the Appointment of Board Members
4. Closed Session: Conference with legal counsel regarding potential litigation per Gov. Code section 54956.9(d)(2): 3 matters
5. Principal's Report
6. Board Training – Fiscal Policies and Procedures Training
7. Discussion and Potential Action on the Compensation Policy
8. Discussion and Potential Action on the Fiscal Policies and Procedures
9. Approval of the CSC Acknowledgement Resolutions for the Sale of Receivables
10. Board Training - Brown Act Training
11. Board Training – Legislative Update
12. Board Training – Financial and Budget Training
13. Discussion and Potential Action on the July Financials
14. Discussion and Potential Action on Approval of the Board Meeting Minutes
15. Discussion and Potential Action on the Independent Study Policy
16. Discussion and Potential Action on the Transitional Kindergarten and Kindergarten Policy
17. Discussion and Potential Action on the Promotion, Acceleration and Retention Policy
18. Discussion and Potential Action on the Inspection of Public Records Policy
19. Discussion and Potential Action on the Administration of Medications, Anti-Seizure Medications, Emergencies and Head Lice Policy
20. Discussion and Potential Action on the Conflict of Interest Code
21. Discussion and Potential Action on Approving the 2019 - 2020 Parent-Student Handbook

22. Discussion and Potential Action on the Amendment to the District Office Service Agreement

23. Adjournment

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

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

Amanda Meagher

Customer Service Extraordinaire

Amanda Meagher

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Objective

As a current Parent Educator, I feel blessed to have Inspire Charter School's support and resources that allow me to give my children the best and most individually curated education possible. I would love to give back by serving on the school board to help ensure the school continues its amazing achievements.

Experience

Meagher Household / Raising 6 kids

2013 - PRESENT, Sacramento, CA

As a stay at home mom I've been in charge of making and sticking to our budget, keeping each person's schedule straight and making sure everyone is where they are supposed to be at all times, I'm a problem solver, taxi driver, referee, game player, and many other things!

HeadStart / Area Council Member

2012 -2014 Boise ID

Our Council oversaw and approved the budget and employment opportunities for all Headstart centers in Southwestern Idaho. I was the head of the Parent Involvement Committee and planned several outreach programs for our socioeconomically disadvantaged parents where we saw participation rise 40%.

The Newsletter Pro / Project Manager/Head Writer

2013 Boise ID

As a Project Manager I contacted clients on a monthly basis, ghost wrote a personal piece for them, put together a newsletter, sent over drafts, made edits based on their criticism, sent back final drafts, sent it to the printers, approved the final printed draft and made sure it went out on time - for 130 clients while supervising a team of graphic designers, printing staff, administrative staff, and writers.

In home Daycare / Owner/Operator

2008 -2013 Boise ID

As the owner and operator of the daycare I found clients, cared for children, created a safe and loving space and sang a lot of ABC's

Education

Boise State University A.S. Psychology
Fall 2009-Spring 2013

References

Dawn Livingston Jet Blue 916.768.4719
Tobhiyah Monroe CSW Boise 208.597.0997
Jenn Fuhriman US Navy 208.608.8010

Fiscal Policy

Understanding Fiscal Policy

Fiscal Policy

- * Fiscal policy is the guideline used to determine the best practice for spending school funds and collecting school revenues to promote education.
- * The Board of Directors will be provided a presentation of the financial reports on the following slide that are listed in order from the beginning of the fiscal year. These reports will be prepared by the Business Office and School staff, approved by the Board of Directors at an open and public meeting, and submitted to the appropriate governmental agencies on or before the dates listed below.

Key Financial Reports

- * Adopted Budget (submitted by July 1st)
- * Unaudited Actuals Report (submitted by September 15th)
- * Audited Financial Statements (submitted by December 15th)
- * First Interim Financial Report (submitted by December 15th)
- * Second Interim Financial Report (submitted by March 15th)
- * Form 990 tax return (submitted by May 15th with extension)

Board Roles in Fiscal Policy

1. Overseeing the preparation of the annual budget and financial statements.
2. Overseeing the administration, collection, and disbursement of the School's financial resources, in addition to approving the related policies and procedures
3. Overseeing significant financial decisions, such as correcting or restructuring the School's financials and accounting procedures should fiscal problems arise
4. Overseeing the annual independent audit process, including engaging the independent auditor and reviewing all reports and management letters from the auditor
5. Overseeing the preparation and implementation of the governance policies referenced in the Form 990, including conflict of interest, document retention, whistle-blower, review of executive compensation, etc.

Chapter One

Internal Controls

1. Internal controls are the foundation of sound financial management.
 - (a) Ensuring that operations are effective and efficient.
 - (b) Safeguarding and preserving the organization's assets.
 - (c) Protecting against improper disbursements.
 - (d) Ensuring that unauthorized obligations are not incurred.
2. Internal controls include the segregation of duties
 - (a) Initiating, authorizing or approving transactions.
 - (b) Executing transactions.
 - (c) Recording the transaction.
 - (d) Reconciling the transaction.
 - (e) Responsibility for the item resulting from the transaction.

Chapter Two

Legal Compliance

1. The School will follow all the relevant laws and regulations that apply to California charter schools.
2. The School does not take any position regarding any political candidate.
3. School officials do not make political endorsements in their official capacity.
4. The School does not make political contributions and/or endorse candidates.
5. Employees are responsible for immediately reporting questionable or suspicious activity to their supervisor, the Principal, or the School's Board Chairperson.

Chapter Three

Conflict of Interest and Related Party Transactions

- The School complies with all applicable laws regarding conflicts of interest and related party transactions
 1. the California Corporations Code
 2. the Political Reform Act
 3. Government Code section 1090

Chapter Three

Conflict of Interest

○ It is the policy of this School that all School officials, including Board members, officers, and employees, shall not place themselves in any position where their private, personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence. School decision makers shall be neither personally nor financially interested in any contract made by them in their official capacity.

Chapter Three

Conflict of Interest

○ The Board will approve, in advance, the list of authorized signers on the School's account(s). The Principal, and any other employee/Board member authorized by the Board, may execute contracts, purchases, and expenditures, endorse checks, drafts, and orders for the payment of money, or otherwise withdraw or transfer funds, in the name of and on behalf of the School, subject to the policies and procedures in this Guide. Individual checks greater than \$100,000 require two signatures prior to check issuance.

Chapter Three

Conflict of Interest

- No employee may use any of the School's property, equipment, materials, or supplies for personal use without the prior approval of the Principal or the Principal's designee.

Chapter Three

Related Party Transactions

○ Policy

It is the policy of the Board of Directors that all Related Party Transactions, as that term is defined in this policy, shall be subject to review in accordance with the procedures set forth below. The School has determined that the Board is best suited to review all Related Party Transactions.

Chapter Three

Related Party Transactions

○ Definition

- * A “**Related Party Transaction**” is any financial transaction, arrangement or relationship or series of similar transactions, arrangements or relationships (including any indebtedness or guarantee of indebtedness) in which:
 - * the aggregate amount involved will or may be expected to exceed \$10,000 in any calendar year,
 - * the Board or any of its subsidiaries is a participant, and
 - * any Related Party has or will have a direct or indirect interest.

Chapter Three

Related Party Transactions

○ Definition

A “**Related Party**”

- * person who is or was, since the beginning of the last fiscal year, (even if they do not presently serve in that role) an executive officer, director or nominee for election as a director,
- * greater than 5% beneficial owner of our common stock, or
- * Immediate Family Member of any of the foregoing. An “**Immediate Family Member**”
- * includes a person’s spouse, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons-and daughters-in-law, and brothers- and sisters-in-law and anyone residing in such person’s home (other than a tenant or employee).

Chapter Three

Related Party Transactions

○ Procedure

The Board shall review the material facts of all Related Party Transactions and may also approve or disapprove of the entry into the Related Party Transaction.

The Board may also disapprove of a previously entered into Related Party Transaction and may require that management of the School take all reasonable efforts to terminate, unwind, cancel or annul the Related Party Transaction.

Chapter Three

Related Party Transactions

- The Principal shall present, or cause to have presented, to the Board, the following information, to the extent relevant, with respect to actual or potential Related Party Transactions:
 1. A general description of the transaction(s), including the material terms and conditions.
 2. The name of the Related Party and the basis on which such person or entity is a Related Party.
 3. The Related Party's interest in the transaction(s), including the Related Party's position or relationship with, or ownership of, any entity that is a party to or has an interest in the transaction(s).

Chapter Three

Related Party Transactions

4. The approximate dollar value of the transaction(s), and value of the Related Party's interest in the transaction(s).
5. In the case of a lease or other transaction providing for periodic payments or installments, the aggregate amount of all periodic payments or installments expected to be made.
6. In the case of indebtedness, the aggregate amount of principal to be outstanding and the rate or amount of interest to be payable on such indebtedness.
7. Any other material information regarding the transaction(s) or the Related Party's interest in the transaction(s).

Chapter Three

Related Party Transactions

○ Standing Preapproval

- * Employment of officers. Any employment by the School of, or compensation of, an officer of the School if (i) the officer is not an immediate family member of another officer or director of the School, (ii) the officer was not otherwise a Related Party of the School prior to becoming an employee of the School and (iii) the Board has approved the compensation of such officer.
- * Certain transactions with other companies. Any transactions, arrangements or relationships with another School or Company at which a Related Party's relationship is as a director, owner, officer or executive.

Chapter Three

Related Party Transactions

○ Standing Preapproval

- * Transactions involving competitive bids. Any transactions, arrangements or relationships involving a Related Party where the rates or charges involved are determined by competitive bids.
- * Regulated transactions. Any transactions, arrangements or relationships with a Related Party involving the rendering of services as a common or contract carrier, or public utility, at rates or charges fixed in conformity with law or governmental authority.

Chapter Three

Related Party Transactions

○ Standing Preapproval

- * Certain banking-related services. Any transactions, arrangements or relationships with a Related Party involving services as a bank depository of funds, transfer agent, registrar, trustee under a trust indenture, or similar services.
- * Failure to disclose to the Board a known Financial Interest or a known potential Related Party Transaction may be grounds for removal from the Board or termination of employment by the School.

Chapter Three

Related Party Transactions

○ Standing Preapproval

- * Certain banking-related services. Any transactions, arrangements or relationships with a Related Party involving services as a bank depository of funds, transfer agent, registrar, trustee under a trust indenture, or similar services.
- * Failure to disclose to the Board a known Financial Interest or a known potential Related Party Transaction may be grounds for removal from the Board or termination of employment by the School.

Chapter Three

Related Party Transactions



Anti-Nepotism Policy

- * It is the policy of The Cottonwood School to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between an The Cottonwood School decision-maker and his or her Family Member.

Chapter Four

Purchasing and Banking Policy

- * All proposed non-payroll expenditures/invoices are reviewed by the Business Office to determine whether they are consistent with the Board-adopted budget and approved contract, if applicable. In the absence of a vendor invoice, the School will develop and maintain a check request form or other form to document the approval of payment for goods or services. All transactions will be posted in an electronic general ledger maintained by the Business Office. To ensure segregation of recording and approvals, the Business Office may not sign purchase orders or check requests.

Chapter Four

Purchasing and Banking Policy

- * Some transactions that do not require purchase orders
 1. Re-occurring expenditures
 2. Budgeted costs
 3. Mandatory costs

Chapter Four

Purchasing and Banking Policy

* Use of School Credit Cards – Policy

School credit and debit cards should be issued only to School personnel who travel on School business or who have a legitimate need to purchase goods and services, either in person or online, when a purchase cannot be approved in time or when a vendor will not accept a purchase order. Credit and debit cards should not be used to bypass established purchasing procedures, including advanced approval processes.

Chapter Four

Purchasing and Banking Policy

* Use of School Credit Cards – Policy

1. A list of those individuals issued a School credit card will be maintained by the Principal and the Business Office and reported to the Board of Directors annually.
2. A Cardholder/User employee who is no longer employed by the School shall return his or her School credit card
3. Credit cards will be disabled immediately upon the termination or resignation of a Cardholder/User

Chapter Four

Purchasing and Banking Policy

* Use of School Credit Cards – User Responsibilities

1. must keep secure and confidential all School credit card numbers and information.
2. shall not store sensitive School credit card
3. shall not transmit in an insecure manner
4. shall restrict access to credit card data
5. shall maintain card information in a secure environment
6. shall not be allowed to authorize payment of their own travel expenses. Travel expenses for any Cardholder/ User other than the Principal must be pre-approved by the Principal, and the Principal's travel expenses shall be approved by a board member

Chapter Four

Purchasing and Banking Policy

- * Use of School Credit Cards – User Responsibilities
 - 7. are responsible for retaining detailed receipts and/or supplier documentation for all purchases made
 - 8. If the Business Office identifies any inadvertent personal charges or unauthorized uses of the card, the card statement and all backup documentation will be forwarded to the CFO and Principal for review

Chapter Four

Purchasing and Banking Policy

- * PURCHASE AUTHORIZATION
- * The Principal needs to approve any purchases on the school credit cards for all staff members who have been issued cards, unless the staff member has received previous approval authority under the Delegation of Expense Authority policy or has been assigned approval authority under the same policy.
- * Any purchase above \$50,000 must have board approval.

Chapter Four

Purchasing and Banking Policy

* PURCHASE LIMITATIONS

- * A Cardholder/User must obtain documented pre-approval from the Principal or Principal designee before using their card.
- * The Principal, or designee, is allowed to approve all purchases, up to \$10,000, for each Cardholder within a calendar month. DELETE.
- * Any purchase by the Principal that exceeds \$50,000 must be approved by a board member.

Chapter Four

Purchasing and Banking Policy

* CONTRACTS

- * The Governing Board must also approve the following contracts:
 - * Contracts of \$50,000 or more for construction, equipment, materials, supplies, non-professional services and repairs.

Chapter Five

Fiscal Management Policies

* BASIS OF ACCOUNTING

- * The School will maintain their accounting records and related financial reports on the accrual basis of accounting.

* ACCOUNTING POLICIES

- * The accounting policies and financial reporting adopted are consistent with the non-profit requirements of the Financial Accounting Standards Board (FASB). FASB is the recognized standard setting body for establishing non-profit accounting and financial reporting principles.

Chapter Five

Fiscal Management Policies

* BASIS OF PRESENTATION

- * The accounts of the School are organized on a basis of the Charter School required elements of the Standardized Account Code Structure or SACS. The operations of all funds are accounted for by providing a separate set of self-balancing accounts, which comprise the assets, liabilities, net assets, revenues and expenditures.

Chapter Five

Fiscal Management Policies



ANNUAL AUDIT

- * The Board of Directors arranges annually for a qualified certified public accounting firm to conduct an audit of the School's financial statements in accordance with Government Auditing Standards and the Governmental Accounting Standards Board.

Chapter Five

Fiscal Management Policies

- * GENERAL LEDGER ACTIVITY
- * Major Controls
- * Timeliness of Entries - All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.
- * Support Documentation - All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.
- * Audit Trail - A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger, to periodic reporting statements.

Chapter Five

Fiscal Management Policies

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FIXED ASSETS AND LEASES

1. Acquisitions and disposals of assets are carefully documented.
2. Asset purchases that cost \$5,000 or more and have a useful life of more than one year will be capitalized and depreciated.
3. Remodeling of facilities and replacement of structural components are capitalized only when their cost exceeds \$50,000.
4. Assets that are depreciated include furniture, fixtures, automobiles and buses, buildings, building improvements, and equipment.

Chapter Five

Fiscal Management Policies

* CASH RECEIPTS

- * To establish proper controls and cash handling procedures throughout all School departments. Controls are required to safeguard against loss and to define responsibilities in the handling of cash. All departments receiving cash are designated as cash collection points. “Cash” may consist of currency, checks, money orders, credit card transactions, fed wires and electronic fund transfers.

Chapter Five

Fiscal Management Policies

* CASH HANDLING

1. All departments responsible for cash collection must maintain a clear separation of duties
2. All checks, cash and credit card receipts must be protected by using a safe or lockbox
3. All checks should be made payable to The Cottonwood School
4. The Depositor is responsible for making the deposit
5. Generally, the timely deposit of cash receipts requires a School to deposit receipts daily

Chapter Five

Fiscal Management Policies

* CASH HANDLING

6. Under no circumstances will employees or students make disbursements from the un-deposited receipts
7. Any person delivering a deposit to the bank should take adequate precautions
8. Never mail cash or checks to the bank
9. All funds received must be counted daily by totaling the cash, checks and credit card collections and recording the result on a Cash Tally Form
10. Cash boxes with up to \$100 startup cash are available for events/fundraisers by completing a Fund Raiser Request form

Chapter Five

Fiscal Management Policies

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CASH HANDLING

11. Always issue some type of receipt in return for cash received from students, parents, or others

Chapter Six

Interschool Lending and Borrowing Policy

PURPOSE

The School may sometimes experience cash shortages as a result of lags in state funding due to rapid growth, delays and deferrals, government revenue reductions, and less than projected average daily attendance, among other reasons. This Interschool Lending and Borrowing Policy authorizes the School to temporarily lend and borrow funds within the School's charter school network to ensure uninterrupted educational services and to safeguard against funding shortfalls.

Chapter Seven

Preparation of Payroll



PURPOSE

The School may sometimes experience cash shortages as a result of lags in state funding due to rapid growth, delays and deferrals, government revenue reductions, and less than projected average daily attendance, among other reasons. This Interschool Lending and Borrowing Policy authorizes the School to temporarily lend and borrow funds within the School's charter school network to ensure uninterrupted educational services and to safeguard against funding shortfalls.

Chapter Seven

Preparation of Payroll

* CONTROL OBJECTIVE

- * To ensure that payment of salaries and wages are accurately calculated.

Chapter Seven

Preparation of Payroll

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PROCEDURES

1. Employee time sheets are approved by the Principal or Principal's designee
2. The total time recorded on time and attendance system and the number of employees is calculated by the payroll system and reviewed by the Business Office and the Back-Office provider
3. Recorded hours from the time clock punches are communicated to the Back-Office electronically

Chapter Seven

Preparation of Payroll

* PROCEDURES

4. The payroll documents received from payroll software (e.g., calculations, payrolls and payroll summaries) are compared with employee punches, pay rates, payroll deductions, compensated absences etc. by the operations vendor and the Back-Office provider.
5. The Back-Office provider verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the Back-Office provider.
7. The Payroll Register is reviewed and approved by the Business Office.

Chapter Seven

Preparation of Payroll

* New Employees

1. Requests for new employees are initiated by the Principal or other appropriate staff member and compared with the approved annual personnel budget.
2. New employees complete an Application for Employment.
3. New employees complete all necessary paperwork for payroll.
4. Employee is fingerprinted. Fingerprint clearance must be received by School before any employee may start work.

2019-2020 COMPENSATION POLICY

Dedication to Non-discrimination

It is the policy of Feather River Charter School not to discriminate on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations.

Important Information

- This summary does not alter the at-will nature of the employment relationship and nothing in this summary shall limit the School's right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This includes, without limitation, the School's right to modify the compensation of any employee at any time, with or without notice and with or without cause.
- The School Board adopts this compensation schedule for 2019-2020 only. Pay increases are not granted automatically each year; therefore, neither past nor future compensation can be calculated, assumed, or predicted on the basis of this schedule or any information contained herein. Compensation of any employee may also be adjusted at any time based on operational needs of the School.
- The Principal shall recommend compensation for all School staff, consistent with the budget approved by the School Board. -An employee's regular compensation is paid on a semi-monthly basis in accordance with the School's payroll practices and policies.
- The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this compensation schedule at any time. To the extent any of provisions herein differ from the terms of an employee's employment agreement, the terms of the agreement shall prevail.

Compensation Philosophy

A compensation philosophy is a statement that defines what an organization offers and chooses to reward via its compensation system. The School's compensation philosophy places emphasis on equity, transparency, excellence, and commitment. These five key values are the foundation for all School compensation structures and practices.

We offer...

- comprehensive compensation packages for all staff, including base salary and benefits. Certain employees may be eligible for bonuses and stipends, as set forth herein
- a dynamic culture and vibrant community of colleagues united by shared dedication to students, a commitment to innovation, and a strong growth mindset
- unique career pathways, growth and development opportunities, and leadership roles that encourage staff to challenge themselves
- equitable compensation, regardless of gender, race/ethnicity, national origin, sexual orientation, age, religion, disability or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations
- a transparent and clearly communicated compensation system, so that staff understand what factors may determine individual compensation and how and when potential changes to compensation will be effected

We recognize and reward...

- exceptional performance and contributions that enable excellent student outcomes
- commitment of staff who contribute to the long-term success of our students and our organization

For teachers...

Given the role they play in providing educational services, teachers are particularly critical to the success of our mission. As such, we offer teacher compensation to attract and retain talented educators, and we specially recognize and reward:

- exceptional teacher performance that leads to growth and excellence for students
- commitment of teachers who develop deep, high-quality educational experience (within or outside of the School) and assume critical leadership responsibilities

TEACHER COMPENSATION

Teacher Definition:

For purposes of this schedule, a Teacher is defined as a person who has a valid credential or certificate that allows them to teach a specific subject matter or special education

Salary Placement Guidelines:

Upon hire, each employee's salary placement will be calculated based on the YEAR an employee fits, and in accordance to the professional and teaching experience gathered in previous years in the institutions outlined in this manual and on other factors such as prior performance (which includes a rehired employee).

The starting salary of a new employee may exceed the salary of a current employee in the same position based on the new employee's years of experience.

Creditable Years of Experience:

- The School has the option to grant one (1) YEAR for each one (1) year of approved creditable teaching or professional experience up to 10 (ten) years.
- An additional year may be granted for teachers who have school-desired experience in what the school determines to be "hard-to-staff" positions.
- One year of creditable professional or teaching experience will be granted for full-time employment, which is employment for 100% of an institution's normal work schedule during the school year
- A partial year of creditable professional or teaching experience can be granted for up to a year of part-time employment, which is less than 100% of an institution's normal work schedule during the school year.
- Creditable professional or teaching experience may be earned in:
 - California and US public, charter, and private elementary and secondary schools
 - Accredited foreign public, charter, and private elementary and secondary schools
 - California, US, and foreign accredited universities and colleges
 - Non-public special education contract schools for special education teachers
 - Other regionally accredited educational institutions
- Creditable teaching experience is experience as a teacher in one of the institutions outlined above.
- A maximum of 2 years of substitute teaching experience in California and US public, charter, and private elementary or secondary schools may be accepted.
- Two years of teacher assistant experience in the above institutions will be equal to 1 YEAR in the salary schedule up to a maximum of 2 YEARS.
- Other relevant professional experience may be considered by the Principal or designee.

The Principal or his or her designee may adjust a rehired teacher's placement on the pay scale as appropriate based on the employee's accumulated experience following the teacher's separation from the School, which may result in a higher or lower placement on the scale than the teacher would have otherwise been placed had the teacher been continuously employed.

Credential/Certification:

- Teachers holding a valid and active credential (i.e., preliminary, clear, lifetime) California teaching certificate at the time of hiring/rehiring will generally be compensated in accordance with the applicable teacher salary table (B Basis, C Basis or Special Education) for certificated teachers.
- The School may hire teachers with a bachelor's degree who do not hold a clear teaching credential. Staff holding an alternative certification (intern, emergency, or preliminary credential) are rated on the same salary teacher table as certificated teachers.
- A teacher is eligible to advance to the proper Pay Scale level once they meet the requirement for that specific Pay Scale Level and Group based on their creditable years of service and post-BA units, if applicable.
- Any increase in pay resulting from an advancement on the Pay Scale based on the successful completion of post-BA units will not take effect until after the School's receipt of sufficient documentation supporting the advancement. Pay increases for post-BA units will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following May 1. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and May 1).
- All teaching credentials must be reflected on the California Commission on Teacher Credentialing's website.

Advanced Degree/Certificate Stipends:

- Teachers who hold a Doctoral degree are entitled to additional compensation of a 7.5% differential (stipend) of their current annual salary on the Salary Table.
- The stipend is not included in your annual salary and may be processed separately from regular earnings.
- National Board Certificate (NBC) holders are entitled to a 7.5% differential (stipend) of their current annual salary on the Salary.
- To qualify for the advanced degree or certificate stipends, employees must submit proof of attainment of the degree or NBC. Stipends will not be paid until sufficient documentation is presented and will not be paid retroactively. For illustration purposes, if a teacher is awarded a degree on January 15 and provides proof of the degree on May 1, any advancement on the Pay Scale and increase in pay will be effective beginning the first pay period following May 1. The teacher will not be paid at the higher rate of compensation retroactively (i.e., for the periods between January 15 and May 1).
- The stipends will be paid as set forth in the Stipend Chart below.

Signing Bonus:

If the School decides to issue signing bonuses, the following requirements shall apply.

- Signing bonuses may be offered to teachers certified in an area of critical concern as defined by the School, to promote diversity, or to address specific concerns at the school.
- The Principal shall designate the individuals authorized to receive the signing bonus.
- To qualify for a signing bonus, the teacher must:
 - be certified in the field they are hired to teach.
 - teach in that field of the bonus.

Supplemental Duty Stipends:

- Stipends are assigned and approved by the Principal or his/her designee at the beginning of the school year or semester or as otherwise noted in the chart below.
- Teachers who perform the supplemental duties outlined in the table below are eligible to receive the corresponding stipends as indicated and only if assigned/awarded to the teacher by the Principal or his/her designee. The number of stipends awarded under each category and/or the periods of service during the school year are at the sole discretion of the Principal or his/her designee.
- Supplemental duty stipends are authorized for the specific year assigned and are not renewed for the future years unless specifically authorized for those years. This means additional duties such as New Teacher Trainer, SPED Lead Teacher, etc. are assigned on a year by year basis and are not guaranteed responsibilities that carry over from year to year.
- Supplemental pay will cease when there is no need for the duty, the employee becomes ineligible or as otherwise determined in the sole discretion of the School.
- The School, in its sole discretion, may choose not to offer certain stipends
- Stipend amounts and requirements will be reviewed periodically and may be modified from time to time at the sole discretion of the School.
- Supplemental duty stipends are prorated and will be paid as set forth in the below Stipend Chart, once the Supplemental duty has started.
- Student stipends are paid per semester based on the teacher roster in the months of September and February.

Stipend Chart

DESCRIPTION	AMOUNT	ELIGIBILITY	ELIGIBILITY START	PERIOD PAID
Community Coordinator	\$ 10,000.00	Paid to a hired Community Coordinator who facilitates regular events for the Community Connections program.	Eligibility starts at the beginning of the school year.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
Induction Coach Stipend	\$500/teacher/semester	Paid to credentialed teachers who work with teachers who are working toward clearing their teaching credential.	Eligibility starts at the beginning of the school year or whenever job duties begin, whichever is later.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Student Support Coordinator	\$ 15,000.00	Paid to certificated multi-subject teachers, preferably with home school experience. Can have no more than 10 students on their roster. Supervise 504 and SST meetings	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Intervention Support Coordinator	\$ 15,000.00	Paid to certificated multi-subject teachers, preferably with home school experience. Can have no more than 10 students. Provide students with tier 1,2 and 3 intervention	Eligibility starts at the beginning of the school year and once the supervising begins.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Decathlon Coordinator Stipend	\$ 2,500.00	Assigned Position: Provided to credentialed teachers who meet with students to determine if they are meeting academic decathlon course requirements	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
New Teacher Trainer	\$ 8,500.00	Assigned Position: paid to a designated HST who applied and received the position to help train new teachers	Eligibility starts at the beginning of the school year and once the coaching begins.	Paid biweekly over 12 months; July - June. Will be prorated based on period of service during the school year.
SPED Lead Teacher	\$ 1,000.00	Assigned Position: Must be in a leadership role and an authority in compliance, training and support in the field of special education.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Extended School Year (ESY)	\$ 3,500.00	Paid to special education teachers who provide services from the end of the academic school year to approximately July 15th	Eligibility is earned after service has been completed from start date to end date.	Half paid during the each of the two pay periods of June 30th and July 15th
Specialized Academic Instruction (SAI)	\$ 5,000.00	Offered to teachers who perform in-person services for special needs students	Eligibility is earned after the service has been provided.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
High School Lead Counselor	\$ 2,000.00	Assigned Position: given to a counselor who shows leadership abilities and is experienced enough to handle escalated cases.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10 months; September - June. Will be prorated based on period of service during the school year.
Testing Coordinator	\$ 15,000.00	Assigned Position: Paid to Regional Testing Coordinators who have shown leadership abilities and would like to help organize state testing.	Eligibility starts at the beginning of the school year.	Paid biweekly over 10.5 months; August 16 - June. Will be prorated based on period of service during the school year.
Extra Student Stipend	\$100/month/student over required roster limit	Provided to each teacher that agrees to handle additional students over their roster limits	Becomes eligible once their rosters surpass required roster limits	Paid biweekly over 10.5 months; August 16 - June. Will be prorated based on period of service during the school year.
National Board Certification (NBC)	7.5% of base salary	Provided to teachers who have been awarded the National Board Certification	For current employees who obtain the certification before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees
National Board Certification (NBC)	3.75% of base salary	Provided to teachers who have been awarded the National Board Certification	For current employees who obtain the certification after January 1 of the current school year.	The two payments of equal installments (two in March) of the total stipend amount will only be paid to current employees
Doctoral Degree Stipend	7.5% of base salary	Provided to teachers who hold a doctor's degree	For those who obtain their degree before January 1 of the current school year.	The four payments of equal installments (two paid in December and two in March) of the total stipend amount will only be paid to current employees
Doctoral Degree Stipend	3.75% of base salary	Provided to teachers who hold a doctor's degree	For those who obtain their degree after January 1 of the current school year.	The two payments of equal installments (two in March) of the total stipend amount will only be paid to current employees

Voluntary Transfer to Lower Role Placement or Teaching position

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale will be placed in the new salary placement or teacher salary schedule, and the salary will be calculated as it is in the new placement or schedule.

July 1, 2019 - December 31, 2020 Preparation Salary Teacher Table
B-Basis - 10 Month Calendar*

PAY SCALE GROUP		PAY SCALE LEVEL									
Points*		1	2	3	4	5	6	7	8	9	10
A (Minimum)		\$54,250**	\$55,800**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250
B (+ 14 points)		\$56,250**	\$57,250**	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,750
C (+ 28 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$63,110	\$66,250
D (+ 42 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$62,350	\$65,500	\$68,750
E (+ 56 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$61,550	\$65,625	\$67,850	\$71,250
F (+ 70 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$58,250	\$60,650	\$63,700	\$66,900	\$70,225	\$73,750
G (+ 84 points)		\$58,250	\$58,250	\$58,250	\$58,250	\$59,750	\$62,725	\$65,850	\$69,125	\$72,600	\$76,250
H (+ 98 points)		\$58,250	\$58,250	\$58,250	\$58,750	\$61,650	\$64,750	\$68,000	\$71,400	\$75,000	\$78,750
Additional Pay Scale Levels											
(continued)		11	12	13	14						
H (+ 98 points)		\$81,250	\$83,750	\$86,250	\$88,750						
						H15	H20	H25		H30	
						\$91,250	\$93,750	\$96,250		\$98,250	

NBC or Doctorate Differential is 7.5%.

* Annualized salary includes 207 work days. The 207 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

** Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

*** Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

C-Basis - 10 Month Calendar*

PAY SCALE GROUP		PAY SCALE LEVEL										
Points*	1	2	3	4	5	6	7	8	9	10		
A (Minimum)	\$54,080**	\$54080**	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000		
B (+ 14 points)	\$54080**	\$54080**	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$60,500		
C (+ 28 points)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$59,860	\$63,000		
D (+ 42 points)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$59,100	\$62,250	\$65,500		
E (+ 56 points)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$58,300	\$62,375	\$64,600	\$68,000		
F (+ 70 points)	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$57,400	\$60,450	\$63,650	\$66,975	\$70,500		
G (+ 84 points)	\$55,000	\$55,000	\$55,000	\$55,000	\$56,500	\$59,475	\$62,600	\$65,875	\$69,350	\$73,000		
H (+ 98 points)	\$55,000	\$55,000	\$55,000	\$55,500	\$58,400	\$61,500	\$64,750	\$68,150	\$71,750	\$75,500		
Additional Pay Scale Levels												
(continued) H (+ 98 points)	11		12		13		14					
	\$78,000	\$80,500	\$83,000	\$85,500								
									H15	H20	H25	H30
									\$88,000	\$90,500	\$93,000	\$95,000

NBC or Doctorate Differential is 7.5% .

* Annualized salary includes 207 work days. The 207 work days is a minimum number of work days, and team members may need to work additional days beyond the work calendar.

** Staff holding an alternative certification (intern or emergency) are restricted to A1, A2, B1, and/or B2.

***Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the school Board.

****During the rate-in-process for new hires principals may approve additional units earned beyond post-baccalaureate credits equivalent to 4-semester units for each year starting with year 15. A candidate can earn a maximum of 60 credits for experience based on principal approval.

SPED ASSESSMENT TEAM
2019-2020 Salary Schedule
SCHOOL PSYCHOLOGIST AND PROGRAM SPECIALIST

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	81088 3,378.67	84088 3503.67	88293 3678.88	92709 2862.88	97342 4055.92	102209 4258.71

SPEECH/LANGUAGE PATHOLOGIST

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	74146 3089.42	78049 3252.04	82157 3423.21	86481 3603.38	91033 3793.04	95585 3982.71

NURSE

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	70512 2938.00	74038 3084.92	77340 3222.50	81227 3384.46	85288 3553.67	89552 3731.33

OCCUPATIONAL THERAPIST

STEP	1-2	3-4	5-6	7-8	9-10	11-13+
Salary	70688 2945.33	74387 3099.46	78302 3262.58	82423 3434.29	86761 3615.04	91327 3805.29

NBC or Doctorate Differential is 7.5%

\$5,000 Signing bonus for SLP/Nurse/OT applied at end of year 1- if returning for Year 2 All Psychologists and Program Specialists will be expected to travel overnight

* Based on 205 work days of the 12-month calendar

Additional Supplement Bonus ("Supplement"):

The principal may recommend a Supplement for teachers as set forth in this section.

- A Principal, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Principal, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements listed are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the teachers' regular salary.
- Teacher supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the teacher and the Principal prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage, Extra Student Pay and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Principal:
 - 1. The Principal must first agree with the teacher on the terms
 - 2. The supplemental work must be separate from the normal job responsibilities.
 - 3. The work must be completed or in the progress of being completed.

Part-time Teachers:

For all part-time teachers.

- Part-time/Full time Status: Compensation for part-time teachers will be \$30.00 per hour. Estimated hours for part-time teachers each week includes a maximum of 10 hours per week for approved non-instructional activities (recruiting, planning, grading, parent conferences, etc.) and one (1) additional hour per week per enrolled student. This allotted time should be sufficient to complete each part-time teacher's duties. All time worked will be compensated at the part-time teacher's hourly rate. Part-time teachers will work no more than up to 17 hours of work per pay period in July and for up to 8.5 hours of training in August.
- Part-time teachers must accurately record and timely submit records of all time worked and observe all lunch and rest breaks as outlined in the School's employee handbook. Part-time employees may not work overtime (i.e., over 8 hours in a workday or 40 hours per workweek) without written authorization from their direct supervisor.

When a case load of 20 students is reached, employees may be rated in and placed on a salary table and given health care benefits contingent upon the teacher's expected maintenance of a case load at the norm of 28 students for full-time teachers. Carrying a case load of less than 28 students over a course of three (3) consecutive months may result in a return to part time status.

CLASSIFIED COMPENSATION

Experience and Placement

- Each classified employee will be placed on the salary schedule based on their creditable years of experience, which will be categorized as equivalent or applicable experience.
- Equivalent experience is the directly related experience of an employee to the position held or hired. Applicable experience is the other administrative, teaching, or professional experience which is not directly related to the position held or hired.
 - Example: Office Manager experience at a private school is accepted as equivalent experience for a person in the Office Manager position, but teaching experience will be applicable experience.
 - Example: SPED instructional aide at a school district, or a company may be equivalent experience for the SPED instructional aide position, but SPED center aide will be applicable experience.
- The evaluation of prior experience and placement on the Salary Scale will be recommended by the Human Resources Department and the Principal or designee makes the final decision, consistent with the School's approved budget.
- The following criteria will be considered in the evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full-time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Each equivalent year of creditable experience will be equal to 1 YEAR, and each year of creditable applicable experience will be equal to a 0.5 YEAR. If the total years of experience is a fraction of a whole, it will be rounded up.
 - Example: 3.5 YEARS will be rounded to 4.0 YEARS of experience.
- Rehired employee's years of experience in the same or higher salary placements will be treated as equivalent experience.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on the creditable years of experience as defined herein.
- Creditable experience may be earned from other schools, districts or any other employer.
- The Principal shall recommend the creation of new positions as needed and will evaluate and recommend placement of the new positions in the appropriate role, together with any necessary budget adjustments required, to be approved by the School Board

2019-20 Classified Pay Scale

	A	B	C	D	E	F	G	H	I	J	K	L
Office Tech 1	Hourly Annual	\$15,024 \$31,250	\$15,385 \$32,750	\$16,228 \$33,750	\$16,707 \$34,750	\$17,308 \$36,000	\$17,788 \$37,000	\$18,289 \$38,000	\$19,471 \$40,500	\$20,072 \$41,750	\$20,673 \$43,000	\$21,274 \$44,250
Office Tech 2	Hourly Annual	\$18,029 \$37,500	\$18,510 \$38,500	\$19,111 \$39,750	\$19,591 \$40,750	\$20,072 \$41,750	\$21,274 \$44,250	\$21,875 \$45,500	\$22,476 \$46,750	\$23,077 \$48,000	\$23,798 \$49,500	\$24,519 \$51,000
Office Tech 3	Hourly Annual	\$19,231 \$40,000	\$19,832 \$41,250	\$20,433 \$42,500	\$21,034 \$43,750	\$22,296 \$46,375	\$22,957 \$47,750	\$23,678 \$49,250	\$24,399 \$50,750	\$25,120 \$52,250		
Office Tech 4	Hourly Annual	\$24,038 \$50,000	\$24,760 \$51,500	\$25,481 \$53,000	\$26,322 \$54,750	\$27,885 \$58,000	\$28,726 \$59,750	\$29,567 \$61,500	\$30,409 \$63,250	\$31,250 \$65,000		

- New classified team members will be placed on this salary schedule based on:
 - Row (Office Tech 1, 2, 3 or 4) where other department members start as an Inspire team member
 - Column (A-L) is determined by the lowest column all other recently added department members started, previous job experience, educational level attained, and demonstrated proficiency or experience in necessary job skills
- Classified team members who start at an Office Tech 1 position may move to Office Tech 2 Column H by meeting **all** of the following criteria:
 - Reaching step 12 in the Office Tech 1 column
 - Maintain satisfactory or better evaluations in the current and previous year
 - Participate in professional growth opportunities agreed to by department supervisor
 - Based on the above criteria receive approval from department supervisor
- Annually on July 1st classified team members may move from one column of the pay scale to the next if they have been in their current cell for a minimum of 3 months and they receive a satisfactory or better end of the year evaluation the previous year. Yearly salary advancements are not guaranteed and are subject to the organization's operational needs and/or approved budget.
- Department Managers may request from the Executive Director, or his designee, in writing that a team member is placed into a new higher (can't move down) cell on the salary schedule during the fiscal year (July 1 - June 30) based on:
 - New team member exceeding job expectations and performance after a 3 month new hire period
 - Team member taking on new assignments, tasks, or job responsibilities
 - Team member becoming highly proficient in specific skills that allows him/her to train other department members

Role/Salary Placements

- All positions are classified according to the corresponding role and/or salary placements based on the required set of skills, education, effort, and responsibility of the job assignment as indicated in the specific job description. All positions may be reclassified as necessary by the Principal or designee. Some hard-to-staff positions may be compensated out of the salary schedule as approved by the Principal.

Advancements on Pay Scale

- An advancement on the Pay Scale is the placement of an employee from a position in a lower salary placement to a position in a higher salary placement and will be determined on the same basis and factors articulated herein.

Lateral Transfer

- A lateral transfer is the movement of an employee from one position to another within the same salary placement. The employee may continue to progress in the same salary placement as experience in the position is accumulated. Prior experience will not be re-evaluated for purposes of placement or advancement in the new salary placement.

Partial Assignments

- In cases where a classified employee has been given multiple assignments (e.g. a SPED coordinator with partial ESL duties), the employee will be placed on the salary schedule (or salary placement) with the higher salary.

Reassignments

- Employees approved to voluntarily transfer to a position in a lower placement on the salary scale, if applicable, will be placed in the new salary placement, and the salary will be calculated as it is in the new placement or schedule
- When an employee is reassigned for any reason to a position in a lower salary placement, the employee's salary will be lowered during the next payroll cycle, or when determined by the Principal to avoid disruption so long as it is not earlier than the next payroll period.

Rehires

- A former employee who returns to a position similar to the role held prior to separation will be placed on the salary scale as follows:
 - The converted grade and step of individuals who separated employment will be identified for appropriate entry placement on the salary scale.
 - All applicable work experience earned outside of Feather River Charter Schools, subsequent to separation, may be identified and used for credit as equivalent experience in accordance with the creditable years of service as described herein.

Experience – Nonexempt Employees

- Each nonexempt employee will be placed on the salary schedule based on their years of relevant experience. Although non-exempt employees may be paid a monthly salary (paid on a semi-monthly basis), all non-exempt salaried employees will be paid for all hours worked and are eligible for overtime in accordance with applicable law. Employees should receive approval from their supervisor before working overtime.
- The evaluation of prior experience will be made by the Principal or his/her designee. The following criteria, among others, may be considered in evaluation of prior experience:
 - The number of days worked in a year must be at least 180 days as a full time employee
 - The percentage of days worked
 - Position held
 - Type of the organization and accreditation
- Experience including secretarial, clerical, teaching, professional, and substitute experience may be credited.
- Each year of experience may be 1 YEAR in the schedule.
- The starting salary of a new employee may exceed the salary of a current employee in the same position based on their years of experience.
- Experience may be earned in other districts or other companies.
- The Principal or his or her designee may adjust a rehired non-exempt employee's placement on the pay scale as appropriate based on the employee's accumulated relevant experience following the employee's separation from the School, which may result in a higher or lower placement on the scale than the employee would have otherwise been placed had the employee been continuously employed. Adjustments to an employee's salary may be made in any subsequent school year.

Additional Supplement Bonus ("Supplement"):

The principal may recommend a Supplement for classified staff members as set forth in this section.

- A Principal, in his or her sole discretion, shall determine what duties shall be supplemented based upon the operational needs of the school.
- A supplement is not automatic, and can be provided at the discretion and approval of the Principal, based on additional work beyond the regular work responsibilities.
- A supplement will be paid to the employee in accordance with the schedule provided by the School at the time of supplement award.
- The supplemental award shall not exceed \$35,000 or 50% of annual salary.
- All supplements awarded are paid for the performance of duties beyond the regular work day and normal job responsibilities and are not approved solely on the basis of position classification or previous supplement payment. Additional time spent fulfilling job duties does not constitute a basis for compensation beyond the classified staff members' regular salary.

- Classified staff member's supplements will be set forth in a Supplement Performance Order. The Supplement Performance Order Request shall be completed and signed by the classified staff member and the Principal prior to performing the supplemental duties.
- Supplements will be paid in installments or one lump sum if less than \$1,001. However, this option will not be available where it would cause the employee to receive compensation prior to providing the service.
- Additional Supplements may include things such as Winter Break Coverage and Enrollment Milestones.
- To qualify for an extended duty supplement, the following criteria must be met as requested and assigned by the Principal:
 - 1. The Principal must first agree with the classified staff member on the terms
 - 3. The supplemental work must be separate from the normal job responsibilities.
 - 4. The work must be completed or in the progress of being completed.

PAYROLL ADVANCE POLICY

POLICY BRIEF AND PURPOSE

Our payroll advance policy describes our terms for advancing pay to our employees as an emergency short-term loan.

SCOPE

This policy applies to all employees, with the exception of the Principal and officers of Feather River Charter School. In addition, temporary employees with contracts that are less than one year will not be eligible for Payroll Advances.

POLICY ELEMENTS

“Payroll advance” refers to employees receiving a portion of their pay before their next normal payday. This does not include any money paid to the employee for work-related expenses.

The School is not obliged to pay employees in advance and may choose to do so if employees have qualifying reasons.

CONDITIONS FOR REQUESTING A PAYROLL ADVANCE

Employees can ask for a pay advance if they:

- *Have been employed with the school for three consecutive months.*
- *Have not taken any other company-sponsored loan.*
- *Do not have any current negative evaluations or disciplinary actions.*

These conditions apply to all eligible employees without discrimination against protected characteristics.

Employees should have a legitimate reason to ask for advance pay, usually an unexpected or unavoidable occurrence. Examples of such reasons, although not conclusive, are for:

- *Family or personal emergencies (e.g. being victims of a robbery or fire, having to pay funeral fees)*
- *Hospital bills not covered by medical insurance*
- *Car repairs not covered by insurance*
- *To save a family home*

Examples of non-qualifying reasons, include but are not limited to:

- Taking a planned vacation
- Entertainment expenses
- Gambling
- Fines

PAYROLL ADVANCE TERMS

Subject to approval, the maximum advance pay may be up to \$5,000. If employees find themselves in need of more frequent or larger pay advances than they are allowed, they should discuss the situation with their Principal. The Principal may decide to make exceptions on a case-by-case basis.

We will deduct the amount of the advance pay from an employee's future paychecks. This may mean:

- Depending on the amount, deducting the full amount from their next paycheck.
- Repaying the amount in small installments out of a number of future paychecks.

The repayment terms must be in writing and signed by employees and will comply with applicable laws.

We will not charge any administrative fees or interest.

If an employee resigns or is terminated before they repay their payroll advance, HR, subject to approval by the Principal, is responsible for reaching a new agreement with the employee. Any relevant legal requirements (whether federal, state or local) must be followed.

PAYROLL ADVANCE AGREEMENTS

Employees who want to request a payroll advance should request a Payroll Advance form from HR. They must:

- Indicate their reasons for filing the form.
- State the amount of money they want to receive in advance.
- Sign to accept this policy's terms.

This procedure must be followed:

1. Employees should submit the form to their Principal or their Supervisor, if the Principal is unavailable.
2. The Principal should first review the form. If they approve, they must sign the form and submit it to HR.
3. HR and the CFO or designee must also review the form and decide whether to grant the employee's request in consultation with the Principal. If they approve, HR must create an agreement form for the pay advance and repayment terms taking any applicable taxes into account. This agreement must be signed by HR, the CFO or designee and the employee and include relevant dates.
4. HR must forward the signed agreement to the accounting department. The accounting department will generally give employees their advance pay through check or bank transfer within a week, if possible, after receiving the form.

If the request is denied, the Principal must inform the employee.

The advance must be paid back within one year of the initial payment to the employee, subject to applicable law. If there is a problem with meeting the requirement then the employee must sign an agreement that moves them toward quickly meeting that requirement.

NOTICE TO BOARD

The Board must be informed by the Principal if an employee resigns prior to repaying their payroll advance.

Cottonwood Charter School

Fiscal Policies and Procedures

INTRODUCTION

The Board of Directors of Cottonwood Charter School ("School") has reviewed and adopted the following Fiscal Policies and Procedures Guide ("Guide") to ensure the most effective use of the School's funds to support the School's mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

This Guide details the School's policies and procedures in a number of areas including Internal Controls, Legal Compliance, Conflict of Interest policies, as well as other financial and accounting procedures and protocols. This Guide is intended to align with the School's charter petition and any Memoranda of Understanding (MOU) with its authorizing entity. The various Chapters herein include, but are not limited to, the School's policies on authorized signers, use of credit cards, employee reimbursements, purchasing, interschool borrowing and lending, and payroll processing..

In developing this Guide, the School reviewed the Charter School Accounting and Best Practices Manual published by the California Fiscal Crisis and Management Assistance Team ("FCMAT"), as well as other relevant information and resources.

DEFINITIONS

For purposes of this Guide, the following definitions apply:

"Business Office" shall mean Provenance, a nonprofit public benefit corporation doing business as Inspire District Office, which contracts to provide task-based back office services to the School.

"Principal", "Assistant Principal", and "School staff" or "School administration" shall mean those positions at the School.

"Chief Financial Officer" or "CFO", "Education Director", "Chief Operations Officer", and "accounts payable" shall mean those positions at the Business Office, which provide services to the School.

"Board of Directors" shall mean the School's governing body.

"Fiscal Committee" shall mean the fiscal committee, if any, of the School's governing body.

KEY ROLES AND RESPONSIBILITIES

Board of Directors / Fiscal Committee

The Board of Directors will be provided a presentation of the financial reports noted below that are listed in order from the beginning of the fiscal year. These reports will be prepared by the Business Office and School staff, approved by the Board of Directors at an open and public meeting, and submitted to the appropriate governmental agencies on or before the dates listed below.

1. Adopted Budget (submitted by July 1st)
2. Unaudited Actuals Report (submitted by September 15th)
3. Audited Financial Statements (submitted by December 15th)
4. First Interim Financial Report (submitted by December 15th)
5. Second Interim Financial Report (submitted by March 15th)
6. Form 990 tax return (submitted by May 15th with extension)

The Board of Directors, and/or a Fiscal Committee if created, is responsible for the following:

1. Overseeing the preparation of the annual budget and financial statements.
2. Overseeing the administration, collection, and disbursement of the School's financial resources, in addition to approving the related policies and procedures
3. Overseeing significant financial decisions, such as correcting or restructuring the School's financials and accounting procedures should fiscal problems arise
4. Overseeing the annual independent audit process, including engaging the independent auditor and reviewing all reports and management letters from the auditor
5. Overseeing the preparation and implementation of the governance policies referenced in the Form 990, including conflict of interest, document retention, whistle-blower, review of executive compensation, etc.

CHAPTER 1

Internal Controls

Definition and Importance

Internal controls are the foundation of sound financial management. They include the policies and procedures that help provide reasonable assurance that the School is achieving its objectives and goals by doing the following:

- Ensuring that operations are effective and efficient.
- Safeguarding and preserving the organization's assets.
- Promoting successful events and fundraising ventures.
- Protecting against improper disbursements.
- Ensuring that unauthorized obligations are not incurred.
- Providing reliable financial information.
- Reducing the risk of, and promoting the detection of, fraud and abuse.
- Protecting employees and volunteers.
- Ensuring compliance with applicable laws and regulations.
- Ensuring accurate documenting of all transactions.

Internal controls include the segregation of duties according to functions so that one person is not handling a transaction from beginning to end. This is a critical part of a system of checks and balances. Functions that need to be segregated include the following:

- Initiating, authorizing or approving transactions.
- Executing transactions.
- Recording the transaction.
- Reconciling the transaction.
- Responsibility for the item resulting from the transaction.

To ensure proper internal controls, the duties of custody, recording, and reconciliation are kept separate. For example, if a School staff member were to collect cash, record activity (including receipts) in the financial system, prepare the deposit slip, and reconcile the bank account, with no one else involved in verifying these transactions, there would be a definite lack of internal control because there is no separation of duties. This is especially true if no one other than that School staff member reviews the bank statement and compares it to the original cash receipt documentation. This Guide sets out policies and procedures to ensure segregation of duties and avoid exposing the School to higher risk of potential cash skimming, delayed deposits, or other errors or irregularities.

Role of Key Financial Staff (Segregation of Duties)

As set forth in more detail in the financial management policies herein, in general, School staff are responsible for initiating, authorizing, approving, and executing transactions, while the District Office is responsible for recording, reconciling, reporting, and reviewing transactions.

Internal controls are affected by the practices and attitudes of administrators. The goal of this Guide is to accomplish the following:

- School administration and the Business Office set a good example by following established policies and procedures
- School administrations ensures that all staff, volunteers and others associated with the School are informed about and follow established policies and procedures
- School, through the Business Office, provides continual assistance and training for all staff members involved in all aspects of cash management and fundraising
- School administration takes action when an infraction occurs

The basic components of internal controls, set forth in more detail in the financial management policies herein, include the following:

- Segregation of duties
- System of checks and balances
- Staff cross training
- Controlled use of pre-numbered documents, i.e. checks
- Asset security and restricted access
- Timely reconciliations
- Up-to-date inventory records
- Appropriate review and approval of transactions
- Comprehensive, up-to-date annual budget
- Expectation that all staff and the Business Office, including administrators, will follow all internal controls

To help ensure adequate internal controls, School has established, implemented and maintained these policies and procedures based on laws, regulations and sound business principles, and communicates them to those involved (e.g., School staff). It is essential that all employees, volunteers and students (when necessary) be aware of expectations regarding internal accounting controls. The Business Office provides training for all individuals who are expected to follow policies and carry out procedures; School staff will ensure that, wherever possible, more than one person is trained for each function (cross training).

The School's annual independent audit also serves to monitor whether School's policies and procedures are being followed in order to determine compliance with applicable state and federal regulations.

If problems with School's internal controls are identified through any means, the Business Office and School will work together to address such problems as soon as possible.

CHAPTER 2

Legal Compliance

The School will follow all the relevant laws and regulations that apply to California charter schools. Additionally, any applicable Federal laws and regulations that relate to grant funding received by School will be followed. The following are specific policies of the School:

Political Contributions and Involvement

The School does not take any position regarding any political candidate. School officials do not make political endorsements in their official capacity, and the School does not make political contributions and/or endorse candidates. However, School officials are not prohibited from making endorsements privately.

Examples of prohibited political contributions, lobbying, and expenditures that support or oppose candidates for public office include, but are not limited to, the following:

- Contributions to political parties or political action committees
- Contributions to the campaigns of individual candidates for public office
- Expenditures to print or assist in printing any political materials
- Expenditures for political advertisements

School complies with all federal and state laws and regulations regarding political contributions, lobbying and expenditures. No federal funds, or assets obtained from federal funds, may be used for any political purposes.

Record Keeping

To provide an accurate and auditable record of all financial transactions, the School's financial documents, records, and accounts will be maintained in conformity with generally accepted accounting principles as applicable to charter schools, and in conformity with School's record retention policy as applicable. School's accounting data will be backed up regularly by the Business Office to ensure the recoverability of financial information. Further, the School specifically requires that:

1. No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of the School.
2. Receipts and disbursements must be fully and accurately described in the books and records.
3. No false entries may be made on the books or records nor any false or misleading reports issued.
4. Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.

School staff and the Business Office will work together to provide access to the School's financial records to School's charter authorizer upon reasonable request, including supporting records as requested.

Reporting Questionable or Suspicious Activity

Employees are responsible for immediately reporting questionable or suspicious activity to their supervisor, the Principal, or the School's Board Chairperson. This includes reporting any concerns regarding improper activity. This could range from financial concerns such as theft or misstated financial statements to workplace concerns such as harassment, discrimination, safety issues, substance abuse, etc.

CHAPTER 3

Conflict Of Interest and Related Party Transactions

The School complies with all applicable laws regarding conflicts of interest and related party transactions, including, but not limited to, the California Corporations Code, the Political Reform Act, and Government Code section 1090.

The School recognizes that it is important for Board members and key employees to understand the conflict of interest laws and rules that apply to the School, in order to identify and avoid conflicts of interest. The School board and key staff shall receive annual mandatory training, to be conducted by a third party, on the applicable conflict of interest laws. Such training may be provided at the time the board receives the mandatory Ralph M. Brown Act training required by the School's Charter, and may also cover specific topics including an overview of significant, applicable laws regarding the use of public funds, procedures for hiring, contractual arrangements, purchasing, bidding, and expenditure approvals that help to prevent conflicts of interest.

It is the policy of this School that all School officials, including Board members, officers, and employees, shall not place themselves in any position where their private, personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence. School decision makers shall be neither personally nor financially interested in any contract made by them in their official capacity.

The School will be guided by the principle of arms-length standards in entering into transactions with all affiliated or unaffiliated organizations or with a private or related individual(s).

Signature Authorities

The Board will approve, in advance, the list of authorized signers on the School's account(s). The Principal, and any other employee/Board member authorized by the Board, may execute contracts, purchases, and expenditures, endorse checks, drafts, and orders for the payment of money, or otherwise withdraw or transfer funds, in the name of and on behalf of the School, subject to the policies and procedures in this Guide. Individual checks greater than \$100,000 require two signatures prior to check issuance.

Use of School Assets

No employee may use any of the School's property, equipment, materials, or supplies for personal use without the prior approval of the Principal or the Principal's designee.

Related Party Transactions

Policy

It is the policy of the Board of Directors that all Related Party Transactions, as that term is defined in this policy, shall be subject to review in accordance with the procedures set forth below. The School has determined that the Board is best suited to review all Related Party Transactions.

Procedures

The Board shall review the material facts of all Related Party Transactions and may also approve or disapprove of the entry into the Related Party Transaction, subject to the exceptions described below. Where advance Board review of a Related Party Transaction is not feasible or has otherwise not been obtained, then the Related Party Transaction shall be reviewed subsequently by the Board (and such transaction may be ratified subsequently by the Board). The Board may also disapprove of a previously entered into Related Party Transaction and may require that management of the School take all reasonable efforts to terminate, unwind, cancel or annul the Related Party Transaction. In connection with its review of a Related Party Transaction, the Board will take into account, among other factors it deems appropriate, whether the Related Party Transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and the extent of the Related Party's interest in the Related Party Transaction.

The Principal shall present, or cause to have presented, to the Board, the following information, to the extent relevant, with respect to actual or potential Related Party Transactions:

1. A general description of the transaction(s), including the material terms and conditions.
2. The name of the Related Party and the basis on which such person or entity is a Related Party.
3. The Related Party's interest in the transaction(s), including the Related Party's position or relationship with, or ownership of, any entity that is a party to or has an interest in the transaction(s).
4. The approximate dollar value of the transaction(s), and the approximate dollar value of the Related Party's interest in the transaction(s) without regard to amount of profit or loss.
5. In the case of a lease or other transaction providing for periodic payments or installments, the aggregate amount of all periodic payments or installments expected to be made.
6. In the case of indebtedness, the aggregate amount of principal to be outstanding and the rate or amount of interest to be payable on such indebtedness.
7. Any other material information regarding the transaction(s) or the Related Party's interest in the transaction(s).

The Board shall be authorized to review in advance and provide standing pre-approval in advance for certain Related Party Transactions or categories of Related Party Transactions. The Board has reviewed the Related Party Transactions described below in “Standing Pre-Approval for Certain Related Party Transactions” and determined that each of the Related Party Transactions described therein shall be deemed to have been reviewed and approved in advance by the Board under the terms of this Policy.

Each director who is a Related Party with respect to a particular Related Party Transaction shall disclose all material information to the Board concerning such Related Party Transaction and his or her interest in such transaction. The Board may recommend the creation of a special committee to review any Related Party Transaction.

If a Related Party Transaction will be ongoing, the Board may establish guidelines for the School’s management to follow in its ongoing dealings with the Related Party. Thereafter, the Board shall periodically review and assess ongoing relationships with the Related Party. Any material amendment, renewal or extension of a transaction, arrangement or relationship previously reviewed under this Policy shall also be subject to subsequent review under this Policy.

This Policy is intended to augment and work in conjunction with other School policies having any code of conduct, code of ethics and/or conflict of interest provisions.

The Board periodically shall review this Policy and may recommend amendments to this Policy from time to time as it deems appropriate. In addition to guidelines for ongoing Related Party Transactions, the Board may, as it deems appropriate and reasonable, establish from time to time guidelines regarding the review of other Related Party Transactions including those that (i) involve *de minimus* amounts, (ii) do not require public disclosure, or (iii) involve transactions that have primarily a charitable purpose.

Definitions

A “**Related Party Transaction**” is any financial transaction, arrangement or relationship or series of similar transactions, arrangements or relationships (including any indebtedness or guarantee of indebtedness) in which:

- (1) the aggregate amount involved will or may be expected to exceed \$10,000 in any calendar year,
- (2) the Board or any of its subsidiaries is a participant, and
- (3) any Related Party has or will have a direct or indirect interest.

A “**Related Party**” is any:

- (a) person who is or was, since the beginning of the last fiscal year, (even if they do not presently serve in that role) an executive officer, director or nominee for election as a director,
- (b) greater than 5% beneficial owner of our common stock, or
- (c) Immediate Family Member of any of the foregoing. An ***“Immediate Family Member”*** includes a person’s spouse, parents, stepparents, children, stepchildren, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, and brothers- and sisters-in-law and anyone residing in such person’s home (other than a tenant or employee).

Standing Pre-Approval for Certain Related Party Transactions

The Board has reviewed the types of Related Party Transactions described below and determined that each of the following Related Party Transactions shall be deemed to have been reviewed in advance and pre-approved by the Board, even if the aggregate amount involved will exceed \$10,000.

1. Employment of officers. Any employment by the School of, or compensation of, an officer of the School if (i) the officer is not an immediate family member of another officer or director of the School, (ii) the officer was not otherwise a Related Party of the School prior to becoming an employee of the School and (iii) the Board has approved the compensation of such officer.
2. Certain transactions with other companies. Any transactions, arrangements or relationships with another School or Company at which a Related Party’s relationship is as a director, owner, officer or executive.
3. Transactions involving competitive bids. Any transactions, arrangements or relationships involving a Related Party where the rates or charges involved are determined by competitive bids.
4. Regulated transactions. Any transactions, arrangements or relationships with a Related Party involving the rendering of services as a common or contract carrier, or public utility, at rates or charges fixed in conformity with law or governmental authority.
5. Certain banking-related services. Any transactions, arrangements or relationships with a Related Party involving services as a bank depositary of funds, transfer agent, registrar, trustee under a trust indenture, or similar services.

Interpretation

In any circumstance where the terms of these Policies and Procedures differ from any existing or newly enacted law, rule, regulation or standard governing the Company, the law, rule, regulation or standard will take precedence over these policies and procedures until such time as these Policies and Procedures are changed to conform to the law, rule, regulation or standard.

Failure to disclose to the Board a known Financial Interest or a known potential Related Party Transaction may be grounds for removal from the Board or termination of employment by the School.

ANTI-NEPOTISM POLICY

POLICY STATEMENT

It is the policy of Cottonwood Charter School to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between an Cottonwood Charter School decision-maker and his or her Family Member. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all Cottonwood Charter School board members, employees, individual consultants hired or retained by Cottonwood Charter School, and School Services Providers hired or retained by Cottonwood Charter School.

Relationships between Cottonwood Charter School board members, employees, consultants, or School Services Providers are permissible under the following circumstances:

- (a) Family Members of Cottonwood Charter School board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.
- (b) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be in the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, in the discretion of the Cottonwood Charter School board of directors.
- (c) Any time a board member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be in the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a board member, in the discretion of the Cottonwood Charter School board of directors.

DEFINITIONS

“Family Members” include an employee's parent, child (natural, adopted, or legal guardianship), spouse, domestic partner, brother, sister, grandparent, grandchild, step-relationships within the preceding categories, brother-in-law, sister-in-law, son-in-law, daughter-in-law and father-in-law.

“Nepotism” describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

“School Services Provider” shall mean any provider of school services to Cottonwood Charter School, and in the case of an organization shall mean be the responsible individual at such organization that provides school services to Cottonwood Charter School.

PROCEDURES

When a Family Member of a current Cottonwood Charter School board member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member’s application/request must be denied if a conflict under this policy exists (*e.g.*, if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that Cottonwood Charter School’s best interests would be served otherwise.

When a Family Member of a current Cottonwood Charter School board member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within Cottonwood Charter School, the Family Member’s application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict, if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of Cottonwood Charter School, but such information may not be used as a basis for an employment decision except as stated herein.

When a relationship that creates a conflict with this policy occurs during employment, Cottonwood Charter School will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to effect transfer or separation on the basis of agreement between the employees involved and Cottonwood Charter School. If a mutual agreement is unattainable, the Board will determine, in Cottonwood Charter School’s best interest, which employee is to be transferred or separated.

RESPONSIBILITIES

The Senior Director or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Senior Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that Cottonwood Charter School's best interests would be served by the employment of a Family Member.

The Senior Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Senior Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Senior Director.

CHAPTER 4

Purchasing and Bank Policy

Purchasing and Procurement

The School adheres to the following objectives in purchasing:

All proposed non-payroll expenditures/invoices are reviewed by the Business Office to determine whether they are consistent with the Board-adopted budget and approved contract, if applicable. In the absence of a vendor invoice, the School will develop and maintain a check request form or other form to document the approval of payment for goods or services. All transactions will be posted in an electronic general ledger maintained by the Business Office. To ensure segregation of recording and approvals, the Business Office may not sign purchase orders or check requests.

Some transactions do not require purchase orders:

1. Re-occurring expenditures, such as:
 - a. Professional fees to back office service providers, and legal services
 - b. Outsourced services (e.g. special education services, security, etc.)
 - c. Payment of health and welfare benefits
 - d. Risk management costs (e.g. insurance)
 - e. Utilities
 - f. Communications (e.g. Internet, wireless, etc.)
 - g. Payroll taxes
 - h. Facility costs pursuant to a Board-approved lease or other agreement
2. Budgeted costs, such as:
 - a. Existing and replacement positions (i.e. payroll)
 - b. Expenditures listed in awarded grants
 - c. Software subscriptions (e.g. productivity tools, licenses, etc.)
 - d. Student materials and supplies, unless for a vendor contract over \$50,000, except for vendors that offer student packaged programs like:
 - i. Fusion Elite
 - ii. Thrive Chico
 - iii. Love of Learning

For these, the Principal has a limit of \$100,000

3. Mandatory costs, such as:
 - a. Expenditures required in an IEP (i.e. individualized education program).
 - b. Expenditures from duly approved legal settlements.

Use of School Credit Cards

PURPOSE:

The Board of Directors of the School recognizes the efficiency and convenience afforded the day-to-day operation of the School, for payments and recordkeeping for certain expenses, through the use of School credit cards. However, the Board recognizes the need to establish control measures for the use of these cards. The Board agrees that it has a responsibility to ensure that credit card expenses incurred by the School must clearly be linked to the business of the School. This policy addresses and establishes the proper use and assignment of School credit cards.

School credit and debit cards should be issued only to School personnel who travel on School business or who have a legitimate need to purchase goods and services, either in person or online, when a purchase cannot be approved in time or when a vendor will not accept a purchase order. Credit and debit cards should not be used to bypass established purchasing procedures, including advanced approval processes.

DEFINITIONS:

Cardholder/User: The person for which the School credit card has been issued.

School credit card: The physical or virtual card and number associated with the card issued to the cardholder.

Administrator: The Business Office staff member assigned to establish or terminate Cardholder rights, reassign card limits, or change budget access.

SCHOOL CREDIT CARD USERS:

A list of those individuals issued a School credit card will be maintained by the Principal and the Business Office and reported to the Board of Directors annually.

A Cardholder/User employee who is no longer employed by the School shall return his or her School credit card upon termination or resignation to the Business Office Chief Financial Officer (CFO) or CFO's designee.

Credit cards will be disabled immediately upon the termination or resignation of a Cardholder/User by the card Administrator. Accounting for credit cards and settlement of credit card billings shall be part of the employee separation checklists.

USER RESPONSIBILITIES:

Credit Cardholders/Users must take proper care of their School credit card(s) and take all reasonable precautions against damage, loss or theft by adherence to the following provisions:

1. All Cardholders/Users must keep secure and confidential all School credit card numbers and information.
2. Cardholders/Users shall not store sensitive School credit card data, including full account number, type, expiration and track data, in any method on computers or networks; for example, many sites, like Amazon or Apple will allow you to store credit card information online as a convenience for future purchases. This is not allowed because it does make it easier for those who have access to your computer or mobile device to utilize your card fraudulently or for personal purchases to be made using the stored card information.
3. Cardholders/Users shall not transmit in an insecure manner, such as by email, unsecured fax or via mail, School credit card information.
4. Cardholders/Users shall restrict access to credit card data and processing to the Administrator or other authorized individuals.
5. Cardholders/Users shall maintain card information in a secure environment accessed only by the issued Cardholder/User.
6. Cardholders/Users shall not be allowed to authorize payment of their own travel expenses. Travel expenses for any Cardholder/ User other than the Principal must be pre-approved by the Principal, and the Principal's travel expenses shall be approved by a board member.
7. Cardholders/Users are responsible for retaining detailed receipts and/or supplier documentation for all purchases made with their School credit card, without which the Cardholder/User is responsible for the purchase.
8. Cardholders/Users shall submit detailed documentation, such as itemized detailed receipts and/or supplier documentation for services, supporting all purchases made on their School credit card, including travel and/or other actual and necessary expenses which have been incurred in connection with School-related business for which the School credit card has been used.
9. Failure to take proper care of School credit card(s) or failure to report damage, loss or theft may subject the Cardholder/User to financial liability and discipline.
10. If the Business Office identifies any inadvertent personal charges or unauthorized uses of the card, the card statement and all backup documentation will be forwarded to the CFO and Principal for review, or if such charges or uses are those of the Principal, to the Board Chairperson.
11. Purchases made using a credit or debit card are subject to the same approval thresholds and other procurement requirements as all other purchases.

PURCHASING GUIDELINES:

School credit cards may only be used for legitimate School business expenses and in accordance with Board policies, as defined below.

1. Credit cards shall only be used for transactions for which payment of check disbursement is not accepted or is not practicable, such as if the transaction would cause undue hardship to the School or the Cardholder/User.
2. School credit card usage is limited to the following types of expenses. Any deviations from this usage policy must have prior written approval from the Board of Directors.
 - a. School services, including catering or advertising.
 - b. School supplies, including office supplies, educational supplies, operation and maintenance supplies.
 - c. Travel, including transportation services, airfare, car rental expenses, or payments to a travel agency.
 - d. Payments to educational and charitable organizations, including Schools, colleges, vocational Schools and membership organizations.
 - e. Educational conferences and seminars.
 - f. Other expenses necessary for the education of students or for the continuous operations of the school.

PURCHASE AUTHORIZATION

The Principal needs to approve any purchases on the school credit cards for all staff members who have been issued cards, unless the staff member has received previous approval authority under the Delegation of Expense Authority policy or has been assigned approval authority under the same policy.

Any purchase above \$50,000 must have board approval.

PURCHASE LIMITATIONS

1. A Cardholder/User must obtain documented pre-approval from the Principal or Principal designee before using their card.
2. Any purchase by the Principal that exceeds \$50,000 must be approved by a board member.

APPROVAL PROCEDURES

1. A Cardholder/User will review the card statement to ensure it includes only their own approved charges.

2. The Business Office will verify that documents have been provided for all charges on the card statement.
3. Any charges not made by the Cardholder/User will be identified and discussed with the Principal and forwarded to the CFO.
4. The Principal or Principal's designee will review charges and supporting documentation for each Cardholder/User's monthly statement before approving any payment.
5. For the Principal, the Chairperson or Treasurer of the Board will review charges and supporting documentation for the Principal's monthly statement.
6. All cardholders should report the loss or theft of their School credit or debit card immediately to the credit card company and the CFO, even if the loss or theft occurs on a weekend or holiday. The CFO will discuss any loss or theft with the Principal.

EXCLUSIONS:

School credit cards shall not be used for alcohol, cash advances, ATM, gifts, gifts certificates, money orders, gift cards, jewelry or clothing, medical expenses, or payment of fines, auto tickets or penalties, bereavement or congratulatory related items like cards or flowers, unless prior written approval is received from the Principal, or in the case of the Principal, the Board Chairperson or Board of Directors, as appropriate. In no event shall a School credit card be used for a Cardholder/User's personal expenses.

Employees' Personal Credit Cards

An employee may use their personal credit or debit card for legitimate School business-related purchases and submit a request for reimbursement, but only in alignment with the School's procurement policies and policies for expenditures and employee reimbursements.

Expenditures and Employee Reimbursements

The Employee Handbook calls for the reimbursement of "certain reasonably necessary business expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures." This constitutes said School policy.

PROCEDURES FOR REIMBURSEMENT

The School will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of School business. In order to be eligible for reimbursement employees must follow the protocols noted below:

1. Utilize the official "School Reimbursement Form."
2. Fill out form, print, and sign. The Principal should also sign the form signifying their approval.
3. Make a copy of both the form and backup documentation for your files.
4. Attach backup documentation (e.g. itemized receipts, map/s for mileage) to the form.

5. Email your signed and completed form and backup documentation to the Business Office at accountspayable@inspireschools.org
6. Complete requests for reimbursement should be submitted within 60 days of the expenditure.
7. Your request for reimbursement will be processed by the Business Office.

Guidelines for Specific Reimbursement Types:

1. Reimbursement for Purchases – Must receive immediate supervisor approval or higher prior to any purchase of food, supplies, and/or equipment
2. Hotel Stay – Room rates must be reasonable for the area visited for the reimbursement of Principal, Principal designee or Board Pre-Approved hotel stays .
3. Mileage Reimbursement – attach documented approval or have their Supervisor sign the reimbursement form. Reimbursement for personal car mileage is the prevailing rate allowed by the IRS while on School business.

Gratuity Employees are allowed to tip up to 18% of the subtotal cost, rounded up to the nearest dollar, when gratuity is customary. Any incremental excess is the responsibility of the employee.

Governing Board Expenses

1. Board members are not compensated for their services as Board members. However, the Board or fiscal committee may approve the reimbursement of a Board member's actual and necessary expenses incurred when conducting the School's business.
2. The Board member incurring authorized expenses while carrying out the duties of the School will complete and sign a reimbursement report.
3. The full Board or fiscal committee will review the reimbursement report, and if they approve the report, it will be submitted to the Business Office for payment.

Contracts

1. The Governing Board must also approve the following contracts:
 - Contracts of \$50,000 or more for construction, equipment, materials, supplies, non-professional services and repairs.
2. Consideration will be made of in-house capabilities before contracting for outside services. Below are considerations:
 - a. Whether the services needed are for a limited amount of time.

- b. Whether the contract service provider has expertise not otherwise available to the Charter School.
- c. Whether the current staff has capacity to do the work.
- d. Whether the contract service provider's core competency would lead to long-term savings.
- e. Whether the utilization of the contract service provider would cost less than a comparable employee with benefits.

Bank Account Reconciliation

The opening and closing of bank accounts on behalf of the School must be approved by the Board.

Bank reconciliations are a major internal control mechanism and will be prepared and reviewed accurately each month by the Business Office. Reconciliations will be performed for all of the School's bank account transactions.

PREPARING BANK STATEMENT RECONCILIATIONS

The Business Office completes the bank reconciliation monthly after receiving the bank statement(s). The CFO or the CFO's designee reviews every completed bank reconciliation. To ensure proper segregation of duties, the individual who prepares the bank reconciliation is not involved with any purchase transactions. Any interest, bank charges or other fees or charges should be posted to the account before reconciling. The Principal of the School has final review responsibilities to assure all procedures have been followed.

CHAPTER 5

Financial Management Policies

BASIS OF ACCOUNTING

The School will maintain their accounting records and related financial reports on the accrual basis of accounting.

ACCOUNTING POLICIES

The accounting policies and financial reporting adopted are consistent with the non-profit requirements of the Financial Accounting Standards Board (FASB). FASB is the recognized standard setting body for establishing non-profit accounting and financial reporting principles.

BASIS OF PRESENTATION

The accounts of the School are organized on a basis of the Charter School required elements of the Standardized Account Code Structure or SACS. The operations of all funds are accounted for by providing a separate set of self-balancing accounts, which comprise the assets, liabilities, net assets, revenues and expenditures.

REVENUES

The School records revenue on the modified accrual basis of accounting, consistent with generally accepted accounting principles applicable to special purpose governmental units.

EXPENDITURES

Expenditures are recorded on a full accrual basis, if material, because they are always measurable when they are incurred.

CASH MANAGEMENT

1. The School maintains cash accounts at City National Bank
2. A schedule of aged accounts and grants receivable is prepared monthly and reviewed by the CFO for collection and reported to the Principal. Aged accounts payable and receivable are also reflected on regular financial materials provided to the Board of Directors. Appropriate collection procedures are initiated, if necessary.

GRANT RECEIVABLE AGING CRITERIA

Accounts receivables outstanding are aged on a thirty, sixty, ninety, and over-ninety day basis.

BUDGETS

1. The School prepares an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget. These budgets and projections are reviewed and approved by the Board of Directors, prior to June 30th each year and modified, as necessary.

2. Financial statements displaying budget vs. actual results are prepared by the Business Office and reviewed by the CFO and Principal, and presented to the Board of Directors at each regularly scheduled board meeting.

INSURANCE AND BONDING

1. The Schools maintain minimum levels of coverage, as required by any School charter and/or MOU and as deemed appropriate by School, for the following policies:
 - a. General liability
 - b. Business & personal property (including auto/bus, as applicable)
 - c. Computer equipment
 - d. Workers' compensation
 - e. Personal injury liability
2. The Schools require proof of adequate insurance coverage from all prospective contractors.

FINANCIAL REPORTING

The Business Office maintains supporting records in sufficient detail to prepare the School's financial reports throughout the year, including:

1. Annually:
 - a. Financial statements for audit
 - b. Annual budget
 - c. Unaudited Actuals
 - d. 990 Income Tax Returns
2. Monthly:
 - a. Trial balance
 - b. Internally generated budget vs. actual financial statements
 - c. Billing invoices to funding sources
 - d. Updating the cash flow projection
3. Periodically:
 - a. IRS Forms 941 and payroll tax returns and comparable state taxing authority returns
 - b. First and Second Interim Reports

c. Other reports as requested

ANNUAL AUDIT

The Board of Directors arranges annually for a qualified certified public accounting firm to conduct an audit of the School's financial statements in accordance with Government Auditing Standards and the Governmental Accounting Standards Board.

The audit reports will be submitted to the Charter granting agency, California Department of Education, County Superintendent of Schools, and State Controller's Office by December 15th of each year. (Education Code 47605(m))

BOARD AUDIT OVERSIGHT

The Board of Directors shall fulfill its responsibility to provide oversight of management regarding:

1. the School's systems of internal controls, policies and risk management;
2. the integrity of the School's financial statements;
3. the School's compliance with legal and regulatory requirements and ethical standards;
and
4. the engagement, independence and performance of the School's independent auditors.

Staff will review and present an analysis of independent auditor proposals and make a recommendation to the audit committee, if applicable, and to the Board for selection of an independent auditor. The Board will select the independent auditor. The committee and/or Board will review the scope and results of the audit and will receive notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the committee and/or the Board will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The committee and/or the Board will also review all financial information of the School.

POLICIES RELATED TO ASSETS, LIABILITIES AND FUND EQUITY

ASSETS

Bank Accounts

- A. Bank accounts for the indicated purpose and limitation(s) have been authorized by the Board of Directors of the School at the indicated Federal Deposit Insurance Corporation (FDIC)-insured bank(s): City National Bank

Petty Cash

- A. No account has been approved.

LIABILITIES AND FUND EQUITY

Accounts Payable

Only valid accounts payable transactions based on documented vendor invoices, check requests or other approved documentation are recorded as accounts payable.

Accounts Payable Payment Policy

Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis.

Accrued Liabilities

These are liabilities that reflect expenses that have not yet been paid or logged under accounts payable during an accounting period.

Liability for Compensated Absences

1. Compensated absences arise from employees' absences from employment due to personal time off leave. When the School expects to pay an employee for such compensated absences, a liability for the estimated probable future payments are accrued if all of the following conditions are met:
 - a. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.
 - b. The employee's right to receive the compensation for the future absences is vested or accumulates.
 - c. It is probable that the compensation will be paid.
 - d. The amount of compensation is reasonably estimable.
2. Compensated absences that are not required to be paid upon employee termination (e.g., paid sick leave) are only recorded when paid.

Debt

1. When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year.
2. Loan agreements must be approved by the Board of Directors, unless otherwise authorized under the School's Interschool Lending and Borrowing Policy, must be in writing, and must specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.
3. Loans, lines of credit, and other debt incurred on behalf of the School must be approved by the Board of Directors, except as otherwise permitted under the School's Interschool Lending and Borrowing Policy. The School shall not make any loans to third parties, except as otherwise permitted under the School's Interschool Lending and Borrowing Policy.

FACILITIES

Disposal of Property and Equipment

1. No item of property or equipment shall be removed from the premises without prior approval from the Principal.
2. The School has adopted standard disposition procedures for staff to follow, which include an Asset Disposal Form, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset, and supervisory approval or denial.
3. When property is retired, the appropriate asset in the fixed asset subsidiary will be adjusted and properly reflected in the accounting system by the Business Office

GENERAL ACCOUNTING PROCEDURES

In this section, procedures are described for the overall accounting system design, General Ledger activity and General Ledger closeout for the School.

GENERAL LEDGER ACTIVITY

Control Objective

To ensure that all General Ledger entries are current, accurate and complete.

Major Controls

1. **Timeliness of Entries**
All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.
2. **Support Documentation**
All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.
3. **Audit Trail**
A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger, to periodic reporting statements.

Procedures

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) before entering into the accounting system.

2. Each entry in the accounting system is reviewed and approved.
3. Provision is made for using recurring General Journal entries for certain transactions, such as recording the monthly portion of prepaid insurance.
4. Non-recurring entries, such as for correcting entries, recording accruals and recording noncash transactions, are prepared as circumstances warrant and on a monthly basis.
5. All entries in the books of original entry (e.g., cash receipts journal and checkbook) are made soon after the accounting event from authorized forms, and are prepared and reviewed by qualified accounting personnel.
6. All General Journal entries are supported by General Journal Vouchers that have supporting documentation attached.

GENERAL LEDGER CLOSE-OUT

Control Objective

To ensure the accuracy of financial records and reports.

Major Controls

1. Trial Balance
Monthly, a trial balance is prepared to ensure the accuracy of the General Ledger account balances.
2. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers
are prepared on a monthly basis.

Procedures

1. At the end of each month, a trial balance of all General Ledger accounts is prepared by the Business Office.
2. Reconciliation between the General Ledger control accounts and the subsidiary ledgers are completed by the Business Office.
3. At the end of the fiscal year and after the annual audit, all income and expense accounts are closed out; and the general ledger balances must be aligned to the audited financial statements.

Fixed Assets and Leases

Acquisitions and disposals of assets are carefully documented. There are two types of assets: depreciable assets, also known as capital assets (this includes land even though it is not depreciated); and assets the School will track for inventory purposes but not depreciate. All assets purchased, when applicable, such as with automobiles and buses, shall be registered in the name of the School and not the name of an individual.

Cost basis is not the market value or list price of an asset; rather, it is the total amount invested in the purchase or the total amount paid, whether paid in cash or received in kind. The cost basis should include all charges related to the purchase, including the purchase price, sales tax, freight charges, and installation charges if applicable.

Asset purchases that cost \$5,000 or more and have a useful life of more than one year will be capitalized and depreciated. Remodeling of facilities and replacement of structural components are capitalized only when their cost exceeds \$50,000.

Assets that are depreciated include furniture, fixtures, automobiles and buses, buildings, building improvements, and equipment. The straight-line depreciation and amortization method is used. Alternative or accelerated depreciation methods may be used when considered necessary and if approved by the Principal or Principal's designee.

Any assets purchased that cost \$5,000 or more are recorded in a depreciable fixed asset schedule.

Any asset that is not capitalized will be expensed. For example, small tools and equipment, or repairs and maintenance, are usually expensed.

The depreciable fixed asset schedule prepared by the Business Office includes the following information, as applicable:

- Name of the asset
- Asset class (e.g., equipment)
- Description
- Serial number
- Asset tag number
- Date purchased and placed in service
- Vendor purchased from
- Original cost
- Depreciation method
- Estimated useful life
- Accumulated depreciation
- Net book value
- Estimated salvage value, if any

Any assets purchased that cost more than \$500 and less than \$5,000 will be recorded in a fixed asset ledger for inventory purposes.

The fixed asset inventory ledger should include the following information:

- Name of the asset
- Asset class (e.g., equipment)
- Description
- Serial number
- Asset tag number
- Date purchased
- Vendor purchased from
- Original cost

Leasehold Improvements

Leasehold improvements, including painting, will be capitalized if they relate to the occupancy of a new facility or to a major renovation of an existing facility, and meet the capitalization threshold of \$50,000.

Repairs

Expenditures for maintaining vehicles, equipment or an existing building are not capitalized; they are expensed as a repair.

Cost of Buildings

The capitalized cost of a building includes all expenditures related directly to its acquisition, construction or rehabilitation. This includes all associated costs such as materials, labor and overhead incurred during construction, and any fees such as attorney's fees, architect's fees, and building permit fees.

The Business Office will account for the cost of buildings by capturing and recording the details of all costs in a construction in progress account. Costs recorded will include acquisition costs and expenditures made to prepare the building for occupancy.

Asset Purchase Approval

All purchases of assets should be approved by the Principal or designee unless the purchaser has received prior approval to purchase according to the Delegation of Expenditure Authority policy.

Authorization

Proper authorization should be obtained using the Charter School's purchasing process. Approval should be documented on all approvals submitted to the Business Office. School staff may identify the vendor for purchase of the capital assets, or may submit the request to purchasing staff in the business office for procurement.

Constructed or Donated Equipment

Any equipment constructed by School employees or donated to the School will be reported to the Business Office if the item has a value of \$5,000 or more. The report will include a complete description of the property, the date it was manufactured or received, the number of items, the cost or estimated value, and a statement indicating whether it was constructed by employees or donated.

Donated equipment becomes the property of the School. Also, the School's Board or its designee should approve the donation. If the equipment has no reasonable use or purpose for the School, the donation should not be accepted.

Asset Sales and Dispositions

Capital assets may be sold or traded for new equipment; when this occurs, an asset sale and disposition form will be completed.

For all assets the Principal's approval will be required for a sale or disposition. Any asset over \$5,000 requires board approval prior to sale or disposition.

Upon approval, the School may advertise the property for sale or submit a list to the Business Office for sale and disposition.

After completion of the sale, a completed original bill of sale form with wet signature in blue ink, preferably, should be submitted to the Business Office. The Business Office will delete the item from the asset records and record any gain or loss on the disposition.

Obsolete Assets

Obsolete assets with no cash value should be reported to the Business Office on the asset disposition form, which includes a description, serial number and condition of the asset. The Business Office should inspect all worn out or obsolete property before it is discarded. The asset can then be removed from the asset records.

Missing or Stolen Assets

Any missing or stolen asset should be reported in writing to the Business Office as soon as its absence is discovered. The report should include the description, serial number, and other information about the lost item.

The Business Office should determine the proper course of action and should notify the School's insurance carrier and any outside authorities if deemed appropriate. If the asset is not recovered, it can be removed from the asset records.

Movement of Assets within the Organization

Movement of assets within the organization (e.g., from one School facility to another, in cases where there are multiple facilities) should be reported to the Business Office in writing for tracking and inventory purposes; the report should include a description, serial number and the name of the School location that is to receive the property.

Employees Using Their Personal Assets

Employees may bring their personal tools, equipment or furniture for use at the School, subject to the approval of the Principal. To maintain proper segregation and control upon termination of any employees, any employee-owned tools, equipment or furniture to be used at the School should be reported to the Principal and the Business Office. The report should include the employee's name, a description of the item or items, identification numbers (if any), and the reason for using the item.

Asset Tagging

When an asset is purchased, the Business Office is responsible for assigning and attaching an asset number tag to the property in a readily visible location. If an asset tag cannot be attached and the asset has no serial number, other means should be used to permanently identify the asset, such as engraving or heat stamping it with the School's name and a sequential number.

The Business Office maintains a detailed list of each capital asset item along with depreciation records. This documentation should include the name, asset class, description, serial number, asset tag number, date purchased, date placed in service, vendor, original cost, depreciation method, estimated useful life, accumulated depreciation, net book value, and any estimated salvage value.

Once a year the Business Office reviews a report that includes a list of assets assigned to each School location and any acquisitions, disposals and transfers during the past year and validates the report, noting any discrepancies.

Leases

A lease can be classified as either a capital lease or an operating lease. The Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 840-30, Capital Leases, describes the criteria for determining which of these two classifications applies. Under those criteria, a lease should be treated as a capital lease if any of the following are true when the lease is entered into:

- The lease transfers ownership to the School at the end of the lease term.
- The lease contains a bargain purchase option.
- The lease term is equal to 75% or more of the estimated economic life of the leased property.
- The present value of the minimum lease payments is 90% or more of the fair value of the leased property (using as the interest rate the lesser of the School's incremental borrowing rate or, if known, the lessor's implicit rate).

Any lease for which none of the four preceding statements is true, or that is immaterial in nature, will be recognized and accounted for as an operating lease. An operating lease is similar to a rental agreement in that the monthly lease costs are expensed.

The School, through the Business Office, will maintain a list or inventory of capital leases and operating leases; the list should include all relevant lease terms.

Cash Receipts Policy and Procedures

Objective

To establish proper controls and cash handling procedures throughout all School departments. Controls are required to safeguard against loss and to define responsibilities in the handling of cash. All departments receiving cash are designated as cash collection points. "Cash" may consist of currency, checks, money orders, credit card transactions, fed wires and electronic fund transfers.

Cash Handling Procedures

1. All departments responsible for cash collection must maintain a clear separation of duties. An individual should not have responsibility for more than one of the cash handling components: receipt, deposit or reconciliation. All cash collections require two signatures – the individual collecting and handling the money, and the individual recording the money.
2. All checks, cash and credit card receipts must be protected by using a safe or lockbox until they are deposited. A secure area for processing and safeguarding funds received must be maintained and access restricted to authorized personnel.
3. All checks should be made payable to Cottonwood Charter School. Checks will be restrictively endorsed immediately upon receipt with "For Deposit Only". Post-dated checks should not be accepted and will be returned to the check writer.
4. The Depositor is responsible for making the deposit to the appropriate bank account.
5. Generally, the timely deposit of cash receipts requires a School to deposit receipts daily. However, it may not be practical or cost effective for the School that receives small amounts of cash on an irregular basis. In cases where the amounts of cash deposits are small and an adequate safekeeping facility is available, an aggregate un-deposited total may not exceed \$100 and may be retained in the School's safekeeping facility for a period not to exceed 5 business days. Although this option is available, the School must be aware that these monies must be deposited with the bank within 5 business days of receipt, even if the amount does not exceed \$100.
6. Under no circumstances will employees or students make disbursements from the un-deposited receipts. All cash or other receipts must be deposited with the bank, in total.
7. Any person delivering a deposit to the bank should take adequate precautions for their personal security and safety. If it is practical, more than one person should make the deposit.
8. Never mail cash or checks to the bank.
9. All funds received must be counted by totaling the cash, checks and credit card collections and recording the result on a Cash Tally Form.

10. Cash boxes with up to \$100 startup cash are available for events/fundraisers by completing a Fund Raiser Request form. Cash boxes with up to \$500 will be made available for ticket sales. All requests require a 48 hour notice in order for the School to be able to manage the cash needs. The startup funds must be included on the Cash Tally Form.
11. Always issue some type of receipt in return for cash received from students, parents, or others. Be sure to include at a minimum: date cash received, amount received, purpose and initials/signature verification. A receipt can be a pre-numbered slip, a pre-numbered ticket stub, etc.

Fundraising

Each fundraising activity must be approved by the Principal or Principal's designee. In order to be approved, the individual planning the fundraiser must submit a proposal in advance of the event so that all fundraising efforts may be coordinated.

For sales of small items – for example fundraisers, cookouts, concessions, or supplies sales – use the Fundraising Inventory Form to create an inventory control sheet for items purchased, less items leftover to report items sold.

Services performed – for example car washes. Use the Fundraiser Service Form to keep a roster of which services were performed or how many cars were washed, then multiply by fee charged to report total collected.

Donations – Submit a completed Donation Information Sheet with the deposit for all cash donations and all gifts of property (tangible goods).

*No staff member is to accept any special gifts or bonuses of more than nominal value offered by an outside supplier or vendor for any reason or purpose.

Returned Checks and Improper Checks

The School should attempt to deposit returned checks a second time; if the check does not clear on the second attempt, the payment should be returned to the vendor and the general ledger account to which it was applied adjusted. No check should be withheld from the deposit unless it is legally imperfect (e.g., no maker signature), in which case the Business Office should immediately contact the payer and discuss the best method to remedy the imperfect check.

The School should never provide cash to any individual or organization in exchange for their personal checks.

Wire Transfers

Wire transfers are a way to pay customers and vendors quickly.

Incoming wire transfers require the same documentation procedures as cash receipts and deposits. When the School's bank receives a wire transfer, it may notify the School by email, fax, or via its online banking site. This notification documents that the money has been received.

Only the Principal or the Principal's designee should be permitted to initiate an outgoing wire transfer. All outgoing wire transfers should be performed using the bank's secure website, and should include the Principal or Principal's designee as the secondary approver. Outgoing wire transfers should not be issued unless the secondary approver logs on to the bank's secure website and approves the transfer electronically.

Cash Boxes

A portable cash box issued by the business office may be used to collect money at fundraising activities, ticket sales and other events or activities. Individuals who collect cash for fundraisers and activities for which a cash box is issued should safeguard the cash properly. Once all cash has been collected, it should be recorded on a cash count form. Two individuals should count the cash together, and both should sign and date the cash count form and remit the funds to the principal or business office. Every effort should be made to turn in the cash the same day as fundraiser or activity. Any funds collected but not turned in to the business office for the final counting and deposit to the bank should never be taken home or left in any unprotected environment. Instead, they should be sealed in a secured lockbox or some other secured facility on the School premises.

When the business office receives the cash box funds, the funds should be counted again by the business office staff member and a witness, and each should sign the cash count form as verification of their confirmation. The cash and the verified cash count form should be placed in a secured lockbox or some other secured facility until the cash is remitted to the bank for deposit.

Cash box proceeds should be controlled and processed in the same manner as other cash receipts. If the cash balance exceeds \$100, a bank deposit should be made the same day. Otherwise, all bank deposits should be made within 5 business days. No funds should be left in the cash box after deposit.

Meals for Professional Development or other School Activities

1. School-related meals at meetings, professional development, and other school activities occur on a regular basis. If the meal is not pre-approved by Principal, the employee runs the risk of bearing the full cost of the meal if it is ultimately denied. For meals to be charged to the School or reimbursable to an employee, the employee must provide the following information: a. Purpose of the meeting or agenda; b. Items ordered as reflected on a detailed receipt; c. Number of individuals in the party; d. Names of the attendees or a sign-in sheet; e. Pre-approval by the Principal
2. For meals during professional development: a. Non-School days, staff may purchase meals for staff for meetings lasting three or more hours. b. On School days, staff may purchase meals or

snacks for staff meetings. Any meals that fall outside of these parameters must be Principal approved.

3. Each department has a budget of \$20/employee/event for meals for team building, professional development and morale. Any meals that fall outside of these parameters must be Principal approved.

CHAPTER 6

Interschool Lending and Borrowing Policy

The Board of Directors of Cottonwood Charter School (the “School”) hereby adopts the following policy on borrowing and lending between the School and related public charter schools which operate based upon the “Inspire Education Model” described herein.

A. Purpose

The School may sometimes experience cash shortages as a result of lags in state funding due to rapid growth, delays and deferrals, government revenue reductions, and less than projected average daily attendance, among other reasons. This Interschool Lending and Borrowing Policy authorizes the School to temporarily lend and borrow funds within the School’s charter school network to ensure uninterrupted educational services and to safeguard against funding shortfalls.

B. Definitions

“Authorized Officer” shall mean the Chief Executive Officer of School or his or her designee.

“Board” shall mean the Board of Directors of the School.

“District Office” shall mean Provenance, a nonprofit public benefit corporation doing business as Inspire District Office, which contracts to provide specific goods and task-based services to School.

“Inspire Education Model” or “Inspire model school” means a public charter operating an independent study program based upon the principles of academic flexibility and use of intellectual property licensed by Provenance, developed out of years of experience of Inspire Charter Schools.

“Related School” shall mean the following public charter schools whose operations are based upon the Inspire Education Model: Alder Grove Academy, Clarksville Charter School, Granite Mountain Charter School, Heartland Charter School, Inspire Charter School – Central, Inspire Charter School – Los Angeles, Inspire Charter School – North, Inspire Charter School – Kern, Inspire Charter School – South, Lake View Charter School, Lewis and Clark Charter School, Mission Vista Academy, Monarch River Academy, Pacific Coast Academy, Sequoia Canyon Charter School, The Cottonwood School, Triumph Academy, West Coast Academy, Winship Community School, and such other schools as may be Inspire-model schools of which Inspire Charter Schools was or is a statutory member.

C. Interschool Lending & Borrowing

The School may engage in short-term receivable (borrowing) and payable (lending) funding with Related Schools and the District Office under the following terms and conditions.

1. Lending

If a Related School is experiencing a funding shortfall, and the Authorized Officer determines that the School has sufficient surplus funds, the School may temporarily loan funds to a Related School to cover reasonable and necessary expenses and liabilities arising from Related School's operation of a public charter school based upon the Inspire Education Model. The School has sufficient surplus funds if it has adequate current and projected reserves that will support the School's budgeted spending, and if the loan will not adversely affect the School's status as a going concern or exceed the fiscal year duration.

The School shall make no loans to the District Office. This prohibition shall not prevent the District Office from loaning money to the School or temporarily transferring School funds to Related Schools, so long as these services are performed at the direction of the Authorized Officer under the Board's ultimate decision-making authority. This prohibition does not extend to fees paid by the School to the District Office for goods and services provided.

2. Borrowing

If the School is experiencing a projected funding shortfall, and a Related School or the District Office has sufficient surplus funds, the School may accept a temporary loan from the Related School or from the District Office to cover reasonable and necessary expenses and liabilities arising from the School's operation of a public charter school based upon the Inspire Education Model.

3. Procedure

Requests to loan or borrow funds under the Policy shall be documented in writing by and through the Authorized Officer, according to such procedures as the Authorized Officer may determine are necessary and appropriate, subject to the approval limits imposed herein. The District Office may act as a conduit for the purposes of facilitating the transfer of funds between the School and Related Schools under this policy.

At the Authorized Officer's discretion, approved funding under this policy may be via wire transfer, check, or other approved method.

4. Repayment/Reconciliation

At the end of each fiscal year, the School shall reconcile funds loaned and borrowed under this policy. Funds loaned and borrowed under this policy that are settled or result in a zero balance as of the end of the fiscal year, are not subject to any repayment terms or interest accruals.

Any funds loaned or borrowed under this policy that are not fully repaid as of the close of the fiscal year, may result in and be converted to a loan agreement or other appropriate written instrument in order to formally document the amount owed between the intracompany accounts and the repayment terms.

D. Authority

The Board hereby delegates to the Authorized Officer authority to approve loans and borrow funds under this policy in an amount of \$50,000 or less, per transaction and cumulatively, and to take any other actions that are reasonable and necessary to fulfill the purposes of this policy. Any lending or borrowing by the School in an amount greater than \$50,000, per transaction or cumulatively, shall be brought to the Board for approval. The School shall not make any loan to a Related School that will negatively impact the School's own budgeted spending (taking into account current and projected enrollment revenue), affect its status as a going concern, or exceed one (1) year in duration. The School shall not borrow funds from a Related School under repayment terms that will exceed one (1) year in duration. In the event repayment of monies loaned or borrowed will exceed one (1) year, such transaction must be renewed by the Authorized Officer or Board, as applicable.

E. Accounting

The identity, origin and source of funds loaned or borrowed under this policy shall remain known and identifiable and the transactions themselves shall be open, auditable and accountable. Funds loaned under this policy to more than one Inspire school shall not be blended or commingled.

The Authorized Officer will cause to be maintained a ledger of all transactions under this policy, which includes amounts, dates and sources of all funds loaned to and borrowed by the School under this policy. The Authorized Officer shall provide the Board with an up-to-date copy of the general ledger at regular Board meetings and upon request.

F. Supremacy

This policy shall replace any pre-existing School policies and procedures concerning the subject matter herein and shall supersede any contrary provision in any existing School policies or procedures.

CHAPTER 7

Preparation of Payroll

CONTROL OBJECTIVE

To ensure that payment of salaries and wages are accurately calculated.

Major Controls

A. Internal Accounting Controls

Time records are periodically reconciled with payroll records by our third party Back-Office.

Procedures

1. Employee time sheets are approved by the Principal or Principal's designee. All deviations from normal work schedules as determined by a staff member and their supervisor are approved by the appropriate supervisor.
2. The total time recorded on time and attendance system and the number of employees is calculated by the payroll system and reviewed by the Business Office and the Back-Office provider.
3. Recorded hours from the time clock punches are communicated to the Back-Office electronically.
4. The payroll documents received from payroll software (e.g., calculations, payrolls and payroll summaries) are compared with employee punches, pay rates, payroll deductions, compensated absences etc. by the operations vendor and the Back-Office provider.
5. The Back-Office provider verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the Back-Office provider.
7. The Payroll Register is reviewed and approved by the Business Office.

PAYROLL PAYMENT

Control Objective

To ensure payment for salaries and wages by check, direct deposit, cash or other means is made only to employees entitled to receive payment.

PAYROLL WITHHOLDINGS

Control Objective

To ensure that payment withholdings are correctly reflected and paid to the appropriate third parties.

Major Controls

1. Reconciliation of Payment and Payroll Withholdings

Payroll withholdings are recorded in the appropriate General Ledger control accounts and reconciled with payments made to third parties.

2. Internal Accounting Controls

The in-house payroll software calculates payroll withholdings, which are reviewed and verified by the Back-Office provider.

Procedures

1. The web based payroll software calculates payroll withholdings for each employee. These are summarized by pay period and recorded in General Ledger.
2. Payments for payroll withholdings are reconciled with the amounts recorded in the General Ledger control accounts by the Back-Office provider.
3. The Back-Office provider reviews the accuracy and timeliness of payments made to third parties for payroll withholdings.
4. Original withholding and benefit election forms, maintained in the employee file, are prepared by employee and reviewed and approved on a periodic basis by the Back-Office provider.

PERSONNEL REQUIREMENTS

Control Objective

To ensure that the School hires only those employees, full or part-time, it absolutely needs and exerts tight control over hiring new employees.

Major Controls

New Employees

1. Requests for new employees are initiated by the Principal or other appropriate staff member and compared with the approved annual personnel budget.
2. New employees complete an Application for Employment.
3. New employees complete all necessary paperwork for payroll.
4. Employee is fingerprinted. Fingerprint clearance must be received by School before any employee may start work.

Paid Time Off (PTO)

1. Paid time off (PTO) provides A-Basis (12 Months) school based employees with an entitlement of days away from work with pay.
2. Temporary employees, part time employees, workers being paid short or long-term disability insurance, and workers being paid workers' compensation are not eligible to receive or accumulate PTO.
3. On July 1st all A-Basis (12 Months) school based employees are credited 10 days of PTO which are accumulated throughout the contracted year.
4. PTO will not accumulate during any unpaid leave of absence.
5. Upon separation of employment, employees will be paid their earned PTO based on their date of separation and their hourly rate of pay.
6. The School monitors vacation and sick time using a web-based HR system.

THE COTTONWOOD SCHOOL

ACKNOWLEDGEMENT RESOLUTIONS

The undersigned, on behalf of The Cottonwood School, a California nonprofit corporation (the “Company”), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the “Board”) of the Company, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and the Bylaws of the Company, at a duly noticed meeting held on _____, 2019 at __:0 __.m., Pacific Time at _____, California. A quorum of the Board was present at the meeting. Capitalized terms used herein and not otherwise defined have the meanings given to them in the Receivables Purchase Agreement.

Sale of Receivables

WHEREAS, the Company receives and owns and will receive and own from time to time certain receivables or payments due from the State of California, El Dorado County, the El Dorado County Office of Education, the El Dorado County Superintendent of Schools, Buckeye Union School District, the Special Education Local Plan Area (“SELPA”), and/or the United States federal government (in each case, the “Payor”).

WHEREAS, the Company instructs the Payor, pursuant to the Payor’s policies and procedures, as to the location and manner of payment of the Company’s receivables.

RESOLVED: That the Board deems it to be in the best interests of the Company to authorize the Company to sell receivables and payments (the “Receivables”) to Charter School Capital, Inc. (“CSC”) at a discount to face value in an amount not to exceed the lesser of (i) \$9,000,000.00 of gross receivables value and (ii) \$7,750,000.00 of initial purchase (face value).

RESOLVED FURTHER: That the Company is authorized and directed to sell the Receivables to CSC from time to time pursuant to one or more Receivables Purchase Agreements and related Terms Letters between the Company and CSC, substantially in the form reviewed by the Board, with such changes thereto consistent with these resolutions as an Authorized Officer of the Company shall approve, and including any amendments, supplements or modifications to the foregoing consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That each of Josh Mottashed, as President; Julisa Platte, as Treasurer; and Julie Haycock, as Principal (such persons and their duly elected and qualified successors, the “Authorized Officers”) is authorized and directed to execute and deliver, on behalf of the Company, the Receivables Purchase Agreements, the Terms Letters, the Paying Agency Agreements and/or Account Control Agreements, and subject to the limitations set forth herein, such other agreements and other documents and instruments as may be necessary or desirable to effectuate the sale of Receivables contemplated hereby, including, without limitation, agreements or

documents as may be necessary to facilitate the sale of Receivables by CSC to an affiliate or third party to finance its purchase of the Receivables, and further including, without limitation, such amendments, supplements or other modifications to any or all of the documents described in this paragraph and consistent with these resolutions as an Authorized Officer of the Company shall approve from time to time.

RESOLVED FURTHER: That the Board of the Company deems it to be in the best interests of the Company to instruct the Payor, in the form provided by CSC, to make the payment of all revenues of the Company administered and paid by the Payor in the manner described in the applicable Receivables Purchase Agreement, the Terms Letter, Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That any two Authorized Officers will execute instructions to the Payor, in the form provided by CSC, directing the payment of all revenues of the Company in the manner described in the Receivables Purchase Agreement, the Terms Letter, the Paying Agency Agreement and/or Account Control Agreements.

RESOLVED FURTHER: That the instructions described in the immediately preceding paragraph will not be altered in any manner nor any other instructions substituted in their place without the prior written approval of the two Authorized Officers and without the express written consent of CSC and that the Payor is to disregard any change in disbursement instructions that are not counter-signed by such two Authorized Officers and CSC.

RESOLVED FURTHER: That the Authorized Officers are, and each of them is, hereby authorized and directed, on behalf and in the name of the Company and subject to the limitations set forth herein, to make all such arrangements, to do and perform all such acts and things, and to execute and deliver all such instruments, certificates and other documents as he or she may deem necessary or appropriate in order to effectuate fully the purpose of each and all of the foregoing resolutions and the transactions contemplated thereby (hereby ratifying and confirming any and all actions taken heretofore and hereafter by such officers to accomplish such purposes).

The foregoing resolutions were passed by a vote of the Board of Directors and adopted at the meeting of the Board of Directors of the Company on the date referred to above, by the following vote:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

The undersigned certifies further that the foregoing resolutions have not been modified, amended or rescinded and are in full force and effect as of the date hereof.

THE COTTONWOOD SCHOOL

By: _____

Name:

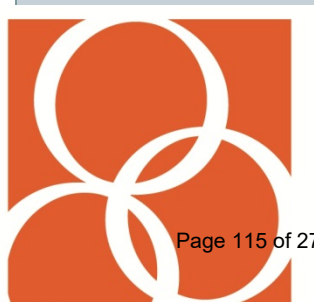
Title:

Date: _____, 2019

Brown Act Training

1

PRESENTED BY: JENNIFER MCQUARRIE
THE LAW OFFICES OF JENNIFER MCQUARRIE
MCQUARRIELAW@GMAIL.COM
805-252-1080



What is the Brown Act?

2

- Ralph M. Brown Act (CA Gov. Code sections 54950, et seq.)
- Open meeting requirement for local legislative bodies
- Includes, among other things:
 - Notice
 - Agenda
 - Public comment
 - Many other rules



Competing Policy Interests

3

- **Brown Act**
 - Encourage public participation in local government decisions
 - Deter secret legislation by public bodies
- **Charter School**
 - Confidential information re students/employees
 - Candor in decision-making and debate
 - Efficient decision-making



Brown Act Triggers

4

- Who: Local agencies and legislative bodies
 - Charter School Board of Directors
- What: “Meetings”



Who Must Comply

5

- Legislative body means:
 - Committee, commission, etc., of the charter school governing board
 - ✓ Permanent or temporary
 - ✓ Decision-making or advisory
 - ✓ Created by formal action of a legislative body
 - Standing committees of charter school governing board:
 - ✓ Continuing subject matter jurisdiction or
 - ✓ Meeting schedule fixed by formal action
 - Not included:
 - ✓ Advisory committees whose entire membership are board members (but cannot be a standing committee)
 - ✓ Less than quorum of board

What is a Meeting?

6

- Broadly defined
 - Congregation of board majority at the same time and place to hear, discuss or deliberate upon any item within its subject matter jurisdiction
 - Includes collective acquisition and exchange of facts before making a decision
 - Includes informal and inadvertent meetings



Who Must Comply

7

- In addition to charter school's board of directors and legislative bodies, the entity that manages the charter school



What is a Meeting?

8

- Serial meetings prohibited
 - Board majority uses
 - ✓ direct communication
 - ✓ personal intermediaries
 - ✓ technology and social media
 - To discuss, deliberate or take action or develop collective concurrence for an item to be decided by the board
 - Prohibition does not prevent employee/official from engaging in separate conversations or communications with board members to answer questions/provide information
 - ✓ So long as does not communicate to members the comments or position of other board members



What is a Meeting?

9

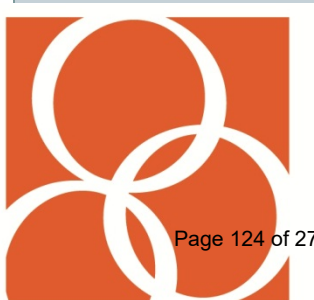
- Exceptions:
 - Individual conversations between a board member and another individual
 - Attendance of a majority members at:
 - ✓ Open conferences (or similar meetings)
 - ✓ Open meetings of other organizations
 - ✓ Open meetings of other legislative bodies
 - ✓ Purely social or ceremonial gatherings



What is a Meeting?

10

- Exceptions continued:
 - Provided they don't discuss amongst selves school business, other than as part of a program



Compliance - Notice

11

- Three types of meetings:
 - Regular meetings
 - ✓ Usually designated by resolution or bylaws
 - ✓ 72-hours notice
 - Special meetings
 - ✓ Called at any time (presiding officer or board majority)
 - ✓ 24-hours notice
 - Emergency meetings
 - ✓ Very rare
 - ✓ 1-hour notice to media outlets that previously requested notice



Compliance - Agenda

12

- Regular and Special Meetings: Content
 - Time/location, including any teleconference locations
 - Brief general description of each item of business to be transacted or discussed
 - ✓ Including closed session matters (further discussion later in slides)
 - ✓ Need not exceed 20 words



Compliance - Agenda

13

- Cannot discuss items not appearing on the agenda, exceptions:
 - Member, on own initiative or in response to a question, may ask for clarification, may make a brief announcement or report on his/her own activities
 - Make a reference to staff or other resources for factual information, request a report back at a subsequent meeting or direct staff to place an item on the agenda
 - 2/3rds vote of members or unanimous vote if less than 2/3rds present that there is a need to take immediate action
 - ✦ Came to the attention of the of the school subsequent to the agenda being posted
 - Majority vote that an emergency exists
 - Continued meeting within 5 days



Minutes

14

- No specific mention of minutes, but must record how each board member voted, including any recusals
- Corporations code requires minutes for nonprofits



Compliance – Limits at Special Meetings

15

- Salaries, salary schedules, compensation in the form of fringe benefits of high level employees may not be discussed in special meetings
 - Does not preclude discussion of the budget in a special meeting
 - At regular meetings, must orally announce summary of salary recommendations for high level employees



Compliance - Posting

16

- Post in a location that is freely accessible to the public 24-hours a day and compliant with ADA
 - Cannot be behind locked gates
- Website, if the school has one
 - Post to homepage through prominent direct link in a certain format
 - Integrated agenda management platform ok
- If teleconference participation, at each teleconference location



Meeting Locations

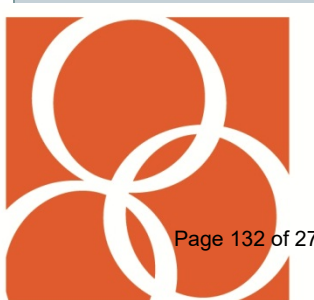
17

- Nonclassroom based programs without a facility or that operate one or more resource centers
 - County where the greatest number of students enrolled reside
- Entity managing 2+ charter schools not in the same county
 - County in which the greatest number of pupils enrolled reside
 - 2 way teleconference location established at each site and resource center
 - Audio record, video record or both and post on the website

Compliance - Teleconferencing

18

- Votes taken by roll call
- Agendas posted at each teleconferenced location
- Each location must meet the ADA
- Quorum must be located within geographical boundaries of school
- Public may participate from each location



Compliance – Public Participation

19

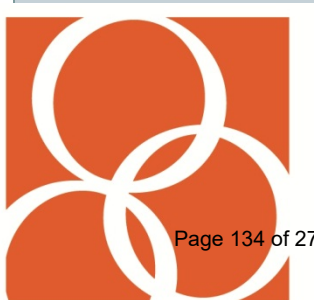
- Regular meetings:
 - Options
 - ✓ One public comment period for items not on the agenda; public comment before each item
 - ✓ One public comment period for all public comment at one time in the beginning of the meeting, including agenda items and non-agenda items
- Special meetings
 - Testimony only for items described in the agenda
 - Before or during consideration of the item
 - Including before closed session



Compliance – Rights of the Public

20

- Participate at each teleconferenced location
- Reasonable accommodations per ADA
 - For the agenda as well as at the meeting
 - Agenda must identify how to request accommodations
- Cannot be required to sign in (unless speaking)
- May record or broadcast meetings
- May have access to board materials (with limited exceptions)
- May not be censored
- If no simultaneous translation provided, provide at least twice the allotted time for persons utilizing a translator



Compliance – Closed Session

21

- Closed Sessions Generally
 - Sessions must be expressly authorized by statute
 - Narrowly construed
 - Strong bias in favor of open meetings
 - ✓ Sensitive, embarrassing or controversial content does not justify application unless expressly allowed
 - Semi-closed meetings not allowed
- Confidentiality of Closed Sessions
 - Person attending may not disclose to a non-attendee



Compliance – Closed Session

22

- Agenda detail
 - Government Code section 54954.5 provides agenda descriptions for all permissible closed session meetings, except for student discipline
 - Before convening into closed session, announce what will be discussed – only read the agenda description
 - After returning from closed session, may be required to report out action taken



Compliance – Permissible Closed Session

23

- Personnel
- Litigation
- Real property negotiations
- Labor negotiations
- Public security
- Student discipline
- Others likely not applicable



Legislative Board Update

- * Political Update on the legislature
- * Legislative update
 - * Overview of AB 1505 and its impact
 - * Overview of AB 1507 and its impact
 - * 2020 legislative outlook
- * Questions and answers



Charter Finance 101

Presented for Inspire Charter Schools



Presenter: *Spencer C. Styles, C.P.A., M.P.A.*
President & CEO
sstyles@charterimpact.com


Who We Are

Charter Impact is a mission-driven business partner dedicated to empowering charter schools and non-profit organizations with professional, personalized financial management and operational support.

What We Do



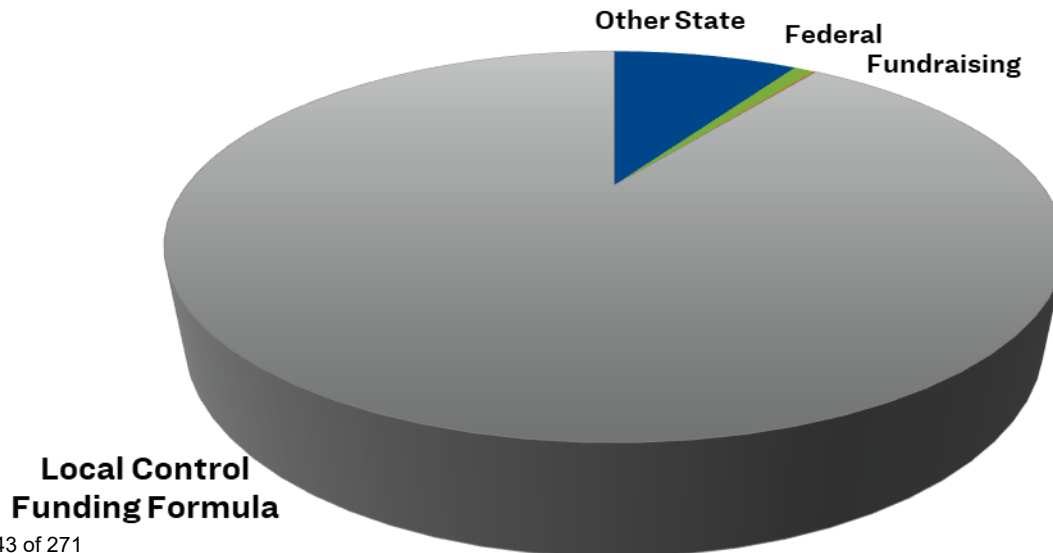
Agenda

- 
- I. Funding Basics
 - II. Critical Budget Drivers
 - III. Typical School Spending

I. FUNDING BASICS

Revenue Sources

- **91%** Local Control Funding Formula (“LCFF”)
- **8%** Other State Revenue
- **1%** Federal Revenue
- **<1%** Fundraising and Grants



Local Control Funding Formula



- Main source of school funding
- Provides additional funding for “high need” students
 - Low Income (or Free/Reduced Price Meal Eligible or Title I)
 - English Learner
 - Foster Youth

The “**UNDUPLICATED**” count of above groups has significant impact

- School spending accountable to stakeholders through the Local Control Accountability Plan or “LCAP”

Local Control Funding Formula



Segments of LCFF:

**BASE GRANT +
ADD-ONS**



Grade	Base Grant	Add-On	Total
TK-3	\$ 7,459	\$ 776	\$ 8,235
4-6	\$ 7,571	\$ -	\$ 7,571
7-8	\$ 7,796	\$ -	\$ 7,796
9-12	\$ 9,034	\$ 235	\$ 9,269



SUPPLEMENTAL



*20% Bonus for all
Unduplicated Students*



CONCENTRATION



*50% Bonus Unduplicated
Students Over 55%*



Other State Revenue

Funding Source	Amount per Student
Special Education (AB602)	\$ 514
Lottery	\$ 194
Mandate Cost Block	\$ 14 - \$ 42
Other One-Time Grants	<i>varies</i>

- Other revenue from the State often provides funding for specific purposes and can vary widely based on program participation.
- While these funds supplement the core LCFF funding, many have required applications, restrictions on spending, and may vary from year to year.



Federal Revenue

Funding Source	Amount
Special Education	\$ 125

- Federal revenue almost always comes with significant restrictions and non-financial programmatic requirements.
- Many of the grants are less predictable in both award amounts and timing of payments.
- Federal revenue can be a great supplement but schools should be fully aware of all requirements prior to applying for or accepting funds.

II. CRITICAL BUDGET DRIVERS

Critical Budget Drivers

While there are a multitude of factors that affect a school's financial condition, the following list represents the most critical in determining what programmatic elements you will be able to afford.

- Enrollment
- Attendance Rate
- Student Demographics
- Staffing and Student-Teacher Ratio
- Timing of Cash Flow



Enrollment and Attendance

Nearly all school revenue is based on the average daily attendance of students, or **ADA**.

Enrollment

The # of students who have signed up for school



Attendance Rate

Of the students enrolled, the percent who actually perform work each school day



ADA

The average # of students who performed work each day during the school year.

Enrollment

x

Attendance Rate

=

ADA



Demographics

Student demographics have a significant impact on funding. The following is a comparison across three different demographic scenarios for a 500-student high school.

Sample School 1

Unduplicated Rate = 25%

Base Grant	\$ 4,634,442
Supplemental	\$ 231,722
Concentration	\$ -

Total Revenue **\$ 4,866,164**
Per Pupil Revenue \$ 9,732

Sample School 2

Unduplicated Rate = 50%

Base Grant	\$ 4,634,442
Supplemental	\$ 463,444
Concentration	\$ -

Total Revenue **\$ 5,097,886**
Per Pupil Revenue \$ 10,196

Sample School 3

Unduplicated Rate = 75%

Base Grant	\$ 4,634,442
Supplemental	\$ 695,166
Concentration	\$ 463,444

Total Revenue **\$ 5,793,053**
Per Pupil Revenue \$ 11,586

\$930k Increase

(\$1,854 per Pupil)



Staffing Ratios

Staffing is the largest cost for schools and the first consideration when designing the instructional program. The following are important factors to consider in relation to staffing.

- New vs. Experienced Teachers

Teachers who are early in their careers are significantly less expensive than more experienced teachers. Keep the cost of professional development in mind.

- Student-Teacher Ratio

Typical ratios for charter schools vary from 25 to 30 students per every classroom teacher. While it is possible to balance budgets outside of this range, it will significantly reduce resources for other areas.

- Administrators and Classified Staff

While an experienced and robust team of administrators can have a long-term positive impact on a school, new organizations need to limit overhead until they reach target enrollment. This leads to administrators “wearing many hats” in the early years.

- Pension Costs

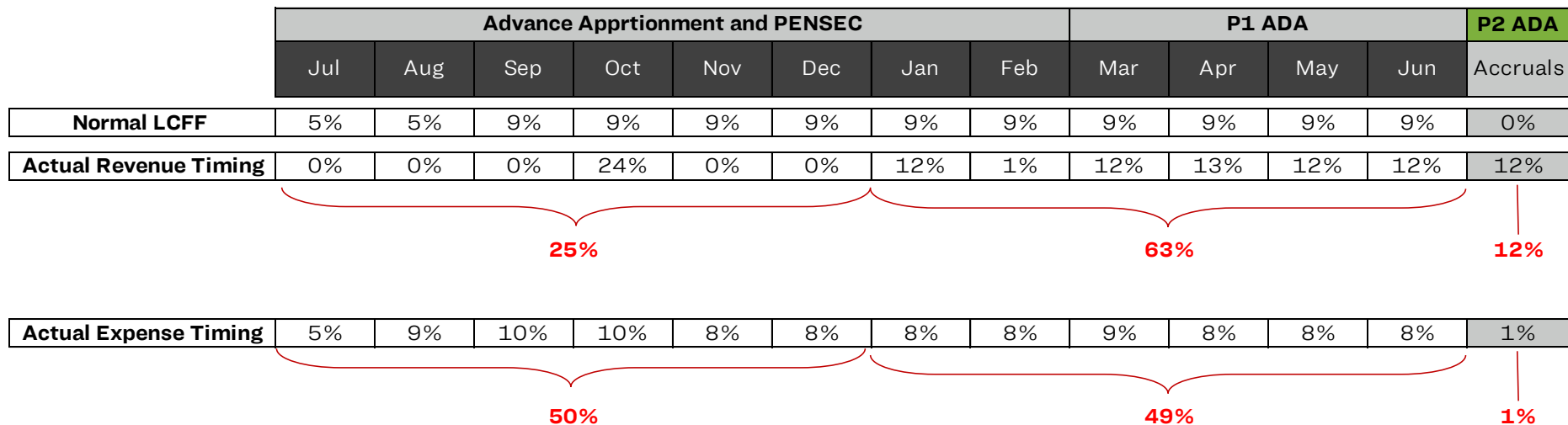
The school cost for participating in the State Teachers’ Retirement System (“STRS”) pension plan will be 18.13% of school salaries for the 2019-20 school year and will rise to 19.10% the year after.



Timing of Cash Flows – Year 1

Even if schools maintain a balanced budget, there is a significant difference between when the State pays funds and when schools need to pay staff and vendors. The issue is significantly worse for the first year.

SAMPLE YEAR 1 CHARTER SCHOOL CASH FLOW MAP



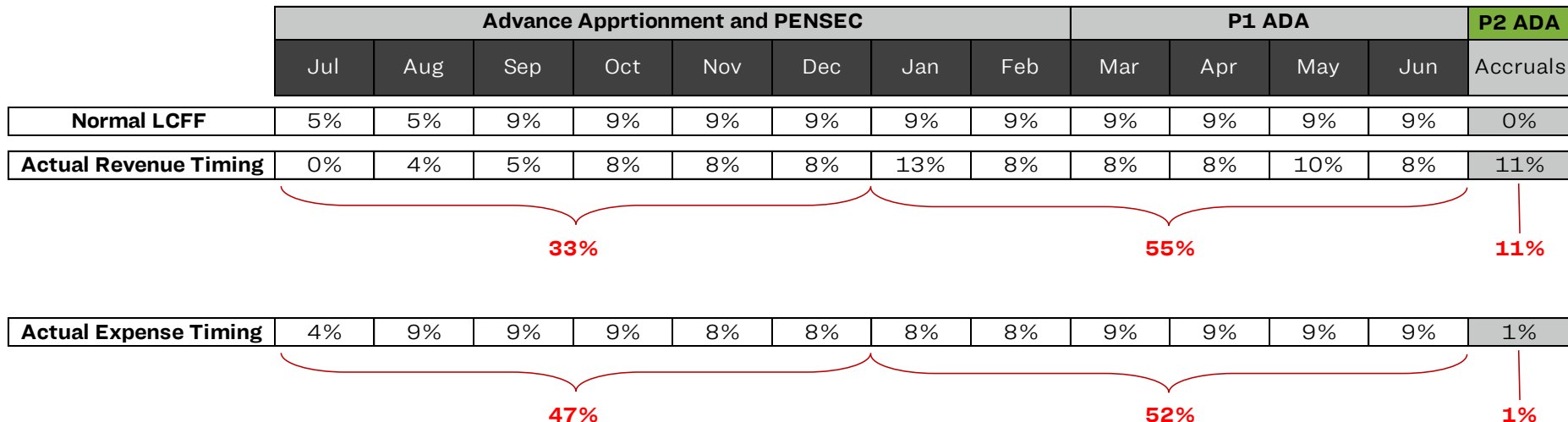


Timing of Cash Flows – Year 2

While the school's revenue will begin to even out once stable enrollment is met, there will always be a delay due to how the State calculates and process payments. The only way to ensure sufficient cash is on hand is through the accumulation of cash reserves (year over year surpluses).

SAMPLE YEAR 2 CHARTER SCHOOL CASH FLOW MAP

Assumes same enrollment as year 1

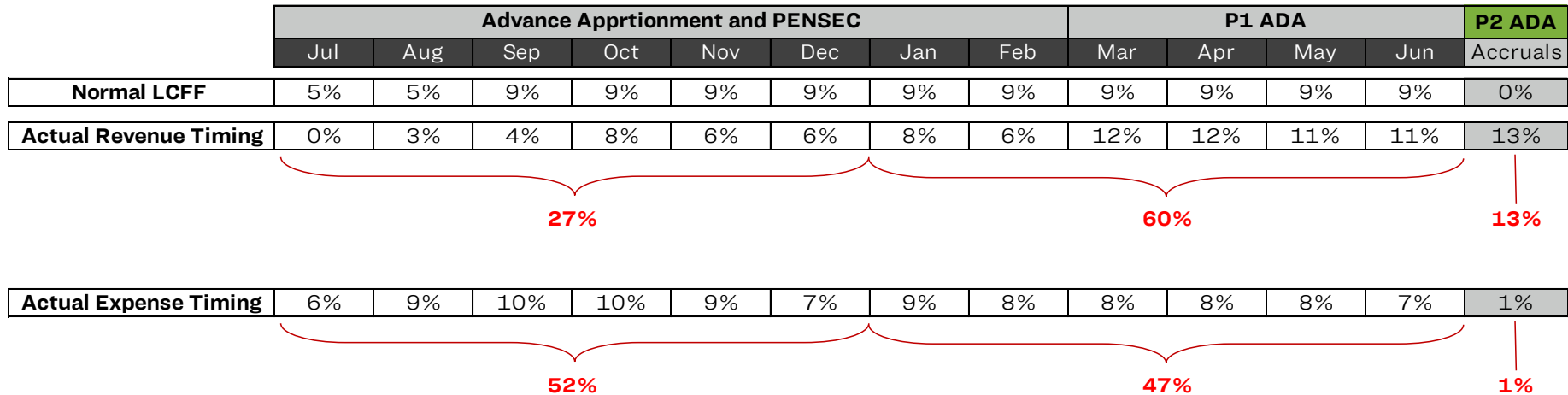




2018-19 Actual Cash Flow

Inspire continues to be severely impacted by the delay in State revenue calculations due to the continued growth in ADA.

2018-19 COMBINED CASH FLOW MAP



III. TYPICAL SCHOOL SPENDING

Spending Requirements

Non-Classroom-Based Requirements (SB740)

- At least **40** percent of total public revenues must be spent on Instructional Certificated Salaries and Benefits, *AND*
- At least **80** percent of total revenues must be spent on Instruction and Instruction-Related Services, *AND*
- The Pupil to Teacher Ratio (PTR) cannot exceed:
 - 25 to 1 or
 - Equivalent PTR of the largest unified school district in county or counties in which the charter school operates

Spending Requirements

Non-Classroom-Based Funding Levels

Funding Level	Certificated Salary and Benefits	Instructional Spending <i>(incl. cert. salaries and benefits)</i>	Pupil : Teacher Ratio
100%	= or > 40% AND	= or > 80% AND	25:1
85%	= or > 40% AND	= or > 40%	N/A
70%	= or > 35% AND	= or > 80%	N/A
Zero	< 35% OR	< 60%	N/A

Spending Ratios

The following is from the 2018-19 forecasts for Inspire Charter Schools by charter:

		Low	High	Average
Enrollment		124	4,570	2,783
Expenses				
Certificated Salaries		30%	37%	33%
Classified Salaries		0%	6%	2%
Benefits		8%	12%	10%
Books and Supplies		5%	21%	15%
Subagreement Services		18%	41%	25%
Professional/Consulting Services		7%	9%	7%
Facilities, Repairs & Other Leases		0%	1%	0%
Operations and Housekeeping		2%	4%	3%
Depreciation		0%	0%	0%
Interest		0%	6%	5%

NOTE: Spending priorities can shift drastically by the age of the school and is also greatly impacted by the SB740 spending requirements.



Spending and Financial Health

The following are a few key metrics and indicators of financial health:

	Low	High	Average
Key Metrics & Health Indicators			
Surplus as a % of Revenue	0%	11%	5%
Fund Balance as a % of Expenses	0%	7%	3%
Cash as a % of Total Expenses	0%	8%	4%
Days Cash on Hand	1	30	14

Some key indicators can vary from year to year but fiscally responsible schools closely monitor certain metrics (like Fund Balance as a % of Expenses and Days Cash on Hand) to safeguard against future economic uncertainties and changing needs.



Empowering charter schools and non-profits with
financial management and operational support.

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The Cottonwood School

Monthly Financial Presentation – July 2019

COTTONWOOD - July Highlights

- Annual projected revenue increased by \$3 MM due to an increase in ADA.
- Beginning of the year expenses overall remained favorable.
- Significant adjustment in staffing in progress based on enrolled students.

COTTONWOOD - Revenue

- Original budgeted total revenue was based on 2,064 ADA.
- Current forecast for total revenue increased to 2,343 ADA.

Revenue

Year-to-Date		
Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ -	\$ -
Federal Revenue	-	-
Other State Revenue	-	-
Other Local Revenue	-	-
Total Revenue	\$ -	\$ -

Annual/Full Year		
Forecast	Budget	Fav/(Unf)
\$ 23,950,774	\$ 21,100,023	\$ 2,850,751
-	-	-
1,698,220	1,489,945	208,275
-	-	-
\$ 25,648,994	\$ 22,589,968	\$ 3,059,026

COTTONWOOD - Expenses

- Overall expenses are favorable year-to-date.
- Certificated salaries and benefits favorable variance due to timing of hiring. Several certificated staff will be added.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 264,774	\$ 620,167	\$ 355,393	\$ 6,091,773	\$ 7,442,000	\$ 1,350,227
Classified Salaries	-	-	-	56,124	-	(56,124)
Benefits	49,842	167,565	117,723	1,781,343	2,031,361	250,018
Books and Supplies	70,052	295,851	225,799	4,384,943	4,127,659	(257,284)
Subagreement Services	18,450	125,474	107,024	5,330,481	4,694,461	(636,020)
Operations	2,022	21,332	19,310	244,836	255,979	11,144
Facilities	23,333	58,441	35,108	638,894	701,287	62,393
Professional Services	72,957	32,264	(40,692)	2,241,959	1,973,551	(268,408)
Depreciation	-	-	-	13,871	-	(13,871)
Interest	-	-	-	376,085	280,000	(96,085)
Total Expenses	\$ 501,429	\$ 1,321,094	\$ 819,665	\$ 21,160,308	\$ 21,506,299	\$ 345,991

COTTONWOOD - Fund Balance

- Current year ending fund balance is projected at 4.5MM.
- This amount will decrease as hiring continues.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (501,429)	\$ (1,321,094)	\$ 819,665	\$ 4,488,686	\$ 1,083,669	\$ 3,405,017
Beginning Fund Balance	-	-		-	-	
Ending Fund Balance	<u>\$ (501,429)</u>	<u>\$ (1,321,094)</u>		<u>\$ 4,488,686</u>	<u>\$ 1,083,669</u>	
As a % of Annual Expenses	-2.4%	-6.1%		21.2%	5.0%	

COTTONWOOD - Compliance Reporting

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required
FINANCE	Set by Authorizer	Unaudited Actual Reports - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes
DATA TEAM	Oct-02	Census Day - Fall 19/20 Enrollment - Supplemental and concentration grant amounts are calculated based on the percentage of “unduplicated pupils” enrolled in the LEA on Census Day (first Wednesday in October) as certified for Fall 1. Enrollment and other demographic data submitted by LEAs to CALPADS are used as the starting point for calculating the unduplicated student count.	The Cottonwood School	No	No
DATA TEAM	Oct-02	California Basic Educational Data System (CBEDS) data due to CDE - The first Wed in Oct is CBEDS Information Day, used to collect information on student and staff demographics. Your school must complete the School Information Form (SIF). The SIF is used to collect data specific to schools on the number of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction.	The Cottonwood School	No	No
DATA TEAM	Oct-31	Complete 20-Day Attendance Report - Charter schools in their first year of operation that begin instruction by September 30th, and continuing charter schools that are expanding by adding one or more grade levels, may apply for a special advance on their funding for LCFF State Aid and EPA State Aid. The special advance is based on actual ADA and pupil demographic data for the first 20 days of student instruction.	The Cottonwood School	No	Yes
DATA TEAM	Oct-31	CBEDS-ORA - Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data	The Cottonwood School	No	No

COTTONWOOD - Appendix

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

The Cottonwood School

Monthly Cash Flow/Forecast FY19-20

Revised 9/16/19

ADA = 2343.18



	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast
Revenues														
State Aid - Revenue Limit														
8011 LCFF State Aid	-	-	-	1,962,774	-	-	8,239,019	-	1,684,873	1,684,873	1,684,873	1,684,873	1,684,873	18,626,156
8012 Education Protection Account	-	-	-	42,750	-	-	42,750	-	-	265,977	-	-	117,159	468,636
8096 In Lieu of Property Taxes	-	117,970	460,692	141,751	141,751	141,751	141,751	1,236,772	618,386	618,386	618,386	618,386	-	4,855,983
	-	117,970	460,692	2,147,275	141,751	141,751	8,423,520	1,236,772	2,303,258	2,569,235	2,303,258	2,303,258	1,802,032	23,950,774
Other State Revenue														
8311 State Special Education	-	-	115,096	35,414	35,414	35,414	35,414	191,286	191,286	191,286	191,286	191,286	-	1,213,181
8560 State Lottery	-	-	-	-	-	-	-	-	-	-	-	-	485,038	485,038
	-	-	115,096	35,414	35,414	35,414	35,414	191,286	191,286	191,286	191,286	191,286	485,038	1,698,220
Total Revenue	-	117,970	575,788	2,182,690	177,166	177,166	8,458,934	1,428,057	2,494,544	2,760,521	2,494,544	2,494,544	2,287,070	25,648,994
Expenses														
Certificated Salaries														
1100 Teachers' Salaries	223,076	273,089	435,492	435,492	435,492	435,492	435,492	435,492	435,492	435,492	435,492	435,492	-	4,851,081
1175 Teachers' Extra Duty/Stipends	7,125	22,356	65,324	65,324	65,324	65,324	65,324	65,324	65,324	65,324	65,324	65,324	-	682,718
1200 Pupil Support Salaries	3,822	7,921	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	7,207	-	83,811
1300 Administrators' Salaries	30,750	39,079	40,433	40,433	40,433	40,433	40,433	40,433	40,433	40,433	40,433	40,433	-	474,163
	264,774	342,445	548,455	548,455	548,455	548,455	548,455	548,455	548,455	548,455	548,455	548,455	-	6,091,773
Classified Salaries														
2100 Instructional Salaries	-	2,084	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	43,757
2400 Clerical and Office Staff Salaries	-	589	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	-	12,368
	-	2,673	5,345	5,345	5,345	5,345	5,345	5,345	5,345	5,345	5,345	5,345	-	56,124
Benefits														
3101 STRS	44,740	57,854	101,325	101,325	101,325	101,325	101,325	101,325	101,325	101,325	101,325	101,325	-	1,115,843
3301 OASDI	-	141	379	379	379	379	379	379	379	379	379	379	-	3,928
3311 Medicare	3,739	4,892	8,680	8,680	8,680	8,680	8,680	8,680	8,680	8,680	8,680	8,680	-	95,433
3401 Health and Welfare	(7,111)	(8,168)	43,750	43,750	43,750	43,750	43,750	43,750	43,750	43,750	43,750	43,750	-	422,221
3501 State Unemployment	8,474	5,330	2,573	2,573	2,573	2,573	12,863	10,290	5,145	2,573	2,573	2,573	-	60,109
3601 Workers' Compensation	-	-	8,381	8,381	8,381	8,381	8,381	8,381	8,381	8,381	8,381	8,381	-	83,809
	49,842	60,049	165,087	165,087	165,087	165,087	175,377	172,805	167,660	165,087	165,087	165,087	-	1,781,343
Books and Supplies														
4100 Textbooks and Core Materials	-	-	87,869	87,869	87,869	-	-	-	-	-	-	-	-	263,608
4200 Books and Reference Materials	-	-	117,159	117,159	117,159	117,159	-	-	-	-	-	-	-	468,636
4302 School Supplies	66,070	130,032	158,474	134,703	134,703	134,703	134,703	134,703	134,703	134,703	134,703	134,703	-	1,566,902
4305 Software	3,183	3,989	73,224	73,224	73,224	73,224	73,224	73,224	73,224	73,224	73,224	73,224	-	739,416
4310 Office Expense	799	1,570	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	-	44,035
4311 Business Meals	-	-	167	167	167	167	167	167	167	167	167	167	-	1,667
4400 Noncapitalized Equipment	-	-	150,368	127,812	127,812	127,812	127,812	127,812	127,812	127,812	127,812	127,812	-	1,300,679
	70,052	135,590	591,428	545,101	545,101	457,232	340,073	340,073	340,073	340,073	340,073	340,073	-	4,384,943
Subagreement Services														
5102 Special Education	240	4,067	58,580	58,580	58,580	58,580	58,580	58,580	58,580	58,580	58,580	58,580	-	590,102
5106 Other Educational Consultants	18,210	55,743	198,473	168,702	168,702	168,702	168,702	168,702	168,702	168,702	168,702	168,702	-	1,790,745
5107 Instructional Services	-	13,567	66,216	251,009	20,374	20,374	972,777	164,227	286,873	317,460	286,873	286,873	263,013	2,949,634
	18,450	73,377	323,268	478,291	247,656	247,656	1,200,059	391,508	514,154	544,742	514,154	514,154	263,013	5,330,481

The Cottonwood School

Monthly Cash Flow/Forecast FY19-20

Revised 9/16/19

ADA = 2343.18



	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast
Operations and Housekeeping														
5201 Auto and Travel	1,272	685	4,882	4,882	4,882	4,882	4,882	4,882	4,882	4,882	4,882	4,882	-	50,773
5300 Dues & Memberships	750	-	976	976	976	976	976	976	976	976	976	976	-	10,513
5400 Insurance	-	-	9,959	9,959	9,959	9,959	9,959	9,959	9,959	9,959	9,959	9,959	-	99,585
5501 Utilities	-	-	976	976	976	976	976	976	976	976	976	976	-	9,763
5502 Janitorial Services	-	-	391	391	391	391	391	391	391	391	391	391	-	3,905
5900 Communications	-	-	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	-	39,053
5901 Postage and Shipping	-	-	3,124	3,124	3,124	3,124	3,124	3,124	3,124	3,124	3,124	3,124	-	31,242
	2,022	685	24,213	24,213	24,213	24,213	24,213	24,213	24,213	24,213	24,213	24,213	-	244,836
Facilities, Repairs and Other Leases														
5601 Rent	23,333	23,333	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	55,000	-	596,666
5610 Repairs and Maintenance	-	3,175	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	-	42,228
	23,333	26,508	58,905	58,905	58,905	58,905	58,905	58,905	58,905	58,905	58,905	58,905	-	638,894
Professional/Consulting Services														
5801 IT	-	-	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	3,905	-	39,053
5802 Audit & Taxes	-	-	-	5,000	5,000	5,000	-	-	-	-	-	-	-	15,000
5803 Legal	7,642	915	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	-	37,723
5804 Professional Development	-	-	46	46	46	46	46	46	46	46	46	46	-	458
5805 General Consulting	45,748	-	1,953	1,953	1,953	1,953	1,953	1,953	1,953	1,953	1,953	1,953	-	65,275
5806 Special Activities/Field Trips	19,567	13,130	47,976	40,779	40,779	40,779	40,779	40,779	40,779	40,779	40,779	40,779	-	447,686
5807 Bank Charges	-	-	586	586	586	586	586	586	586	586	586	586	-	5,858
5808 Printing	-	-	781	781	781	781	781	781	781	781	781	781	-	7,811
5809 Other taxes and fees	-	-	586	586	586	586	586	586	586	586	586	586	-	5,858
5811 Management Fee	-	4,129	20,153	76,394	6,201	6,201	296,063	49,982	87,309	96,618	87,309	87,309	80,047	897,715
5812 District Oversight Fee	-	-	13,821	64,418	4,253	4,253	252,706	37,103	69,098	77,077	69,098	69,098	57,600	718,523
5815 Public Relations/Recruitment	-	999	-	-	-	-	-	-	-	-	-	-	-	999
	72,957	19,173	92,722	197,365	67,006	67,006	600,321	138,638	207,959	225,248	207,959	207,959	137,647	2,241,959
Depreciation														
6900 Depreciation Expense	-	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	-	13,871
	-	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	1,261	-	13,871
Interest														
7438 Interest Expense	-	-	49,462	207,623	-	-	-	-	-	-	-	119,000	-	376,085
	-	-	49,462	207,623	-	-	-	-	-	-	-	119,000	-	376,085
Total Expenses	501,429	661,760	1,860,147	2,231,647	1,663,030	1,575,160	2,954,010	1,681,203	1,868,026	1,913,329	1,865,453	1,984,453	400,661	21,160,308
Monthly Surplus (Deficit)	(501,429)	(543,790)	(1,284,359)	(48,958)	(1,485,864)	(1,397,995)	5,504,924	(253,146)	626,518	847,192	629,091	510,091	1,886,409	- 4,488,686

The Cottonwood School

Budget vs Actual

For the period ended July 31, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
LCFF Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (15,790,515)
Education Protection Account	-	-	-	-	-	-	(412,870)
In Lieu of Property Taxes	-	-	-	-	-	-	(4,896,638)
Total State Aid - Revenue Limit	-	-	-	-	-	-	(21,100,023)
Other State Revenue							
State Special Education - AB602	-	-	-	-	-	-	(1,068,817)
State - State Lottery	-	-	-	-	-	-	(421,127)
Total Other State Revenue	-	-	-	-	-	-	(1,489,945)
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (22,589,968)
Expenses							
Certificated Salaries							
Certificated Teachers' Salaries	\$ 223,076	\$ 490,000	\$ 266,924	\$ 223,076	\$ 490,000	\$ 266,924	\$ 5,880,000
Certificated Teachers' Extra Duties/Stipends	7,125	73,500	66,375	7,125	73,500	66,375	882,000
Certificated Pupil Support Salaries	3,822	-	(3,822)	3,822	-	(3,822)	-
Certificated Supervisors' and Administrators' Salaries	30,750	56,667	25,917	30,750	56,667	25,917	680,000
Total Certificated Salaries	264,774	620,167	355,393	264,774	620,167	355,393	7,442,000
Benefits							
State Teachers' Retirement System, certificated positions	44,740	103,568	58,828	44,740	103,568	58,828	1,242,814
Medicare certificated positions	3,739	8,992	5,253	3,739	8,992	5,253	107,909
Health and Welfare Benefits, certificated positions	(7,111)	43,750	50,861	(7,111)	43,750	50,861	525,000
State Unemployment Insurance, certificated positions	8,474	2,573	(5,902)	8,474	2,573	(5,902)	51,450
Workers' Compensation Insurance, certificated positions	-	8,682	8,682	-	8,682	8,682	104,188
Total Benefits	49,842	167,565	117,723	49,842	167,565	117,723	2,031,361
Books & Supplies							
Textbooks and Core Curricula Materials	-	-	-	-	-	-	309,653
Books and Other Reference Materials	-	103,218	103,218	-	103,218	103,218	516,088
School Supplies	66,070	64,632	(1,437)	66,070	64,632	(1,437)	1,292,646
Software	3,183	64,511	61,328	3,183	64,511	61,328	774,131
Office Expense	799	4,167	3,368	799	4,167	3,368	50,000
Business Meals	-	167	167	-	167	167	2,000
Noncapitalized Equipment	-	59,157	59,157	-	59,157	59,157	1,183,141
Total Books & Supplies	70,052	295,851	225,799	70,052	295,851	225,799	4,127,659
Subagreement Services							
Special Education	240	51,609	51,369	240	51,609	51,369	619,305
Other Educational Consultants	18,210	73,866	55,655	18,210	73,866	55,655	1,477,310
Instructional Services	-	-	-	-	-	-	2,597,846
Total Subagreement Services	18,450	125,474	107,024	18,450	125,474	107,024	4,694,461
Operations & Housekeeping							
Auto and Travel Expense	1,272	4,301	3,029	1,272	4,301	3,029	51,609
Dues & Memberships	750	860	110	750	860	110	10,322
Insurance	-	8,773	8,773	-	8,773	8,773	105,282
Utilities	-	860	860	-	860	860	10,322
Janitorial/Trash Removal	-	344	344	-	344	344	4,129
Communications	-	3,441	3,441	-	3,441	3,441	41,287
Postage and Shipping	-	2,752	2,752	-	2,752	2,752	33,030

The Cottonwood School

Budget vs Actual

For the period ended July 31, 2019

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Total Operations & Housekeeping	2,022	21,332	19,310	2,022	21,332	19,310	255,980
Facilities, Repairs & Other Leases							
Rent	23,333	55,000	31,667	23,333	55,000	31,667	660,000
Repairs and Maintenance	-	3,441	3,441	-	3,441	3,441	41,287
Total Facilities, Repairs & Other Leases	23,333	58,441	35,108	23,333	58,441	35,108	701,287
Professional/Consulting Services							
IT	-	3,441	3,441	-	3,441	3,441	41,287
Audit and Tax	-	-	-	-	-	-	15,000
Legal	7,642	2,917	(4,725)	7,642	2,917	(4,725)	35,000
Professional Development	-	4,000	4,000	-	4,000	4,000	48,000
General Consulting	45,748	1,720	(44,028)	45,748	1,720	(44,028)	20,643
Special Activities	19,567	18,466	(1,101)	19,567	18,466	(1,101)	369,328
Bank Charges	-	516	516	-	516	516	6,193
Printing	-	688	688	-	688	688	8,257
Other Taxes and Fees	-	516	516	-	516	516	6,193
Management Fee	-	-	-	-	-	-	790,649
District Oversight Fee	-	-	-	-	-	-	633,001
Total Professional/Consulting Services	72,957	32,264	(40,692)	72,957	32,264	(40,692)	1,973,551
Interest							
Interest Expense	-	-	-	-	-	-	280,000
Total Interest	-	-	-	-	-	-	280,000
Total Expenses	\$ 501,429	\$ 1,321,094	\$ 819,665	\$ 501,429	\$ 1,321,094	\$ 819,665	\$ 21,506,299
Change in Net Assets	(501,429)	(1,321,094)	819,665	(501,429)	(1,321,094)	819,665	(44,096,267)
Net Assets, Beginning of Period	-			-			
Net Assets, End of Period	<u>\$ (501,429)</u>			<u>\$ (501,429)</u>			

The Cottonwood School

Statement of Financial Position

July 31, 2019

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 5,000	\$ -	\$ 5,000	0%
Due to/from Related Parties	(673,793)	-	(673,793)	0%
Prepaid Expenses	46,667	-	46,667	0%
Total Current Assets	<u>(622,126)</u>	<u>-</u>	<u>(622,126)</u>	0%
Long-Term Assets				
Property & Equipment, Net	302,525	-	302,525	0%
Total Long-Term Assets	<u>302,525</u>	<u>-</u>	<u>302,525</u>	0%
Total Assets	<u><u>\$ (319,601)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (319,601)</u></u>	0%
Liabilities				
Current Liabilities				
Accrued Liabilities	181,828	-	181,828	0%
Total Current Liabilities	<u>181,828</u>	<u>-</u>	<u>181,828</u>	0%
Total Liabilities	<u>181,828</u>	<u>-</u>	<u>181,828</u>	0%
Net Assets	<u>(501,429)</u>	<u>-</u>	<u>(501,429)</u>	0%
Total Liabilities & Net Assets	<u><u>\$ (319,601)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (319,601)</u></u>	0%

The Cottonwood School

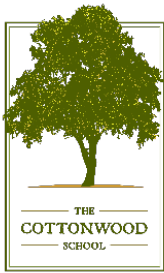
Statement of Cash Flows

For the period ended July 31, 2019

	Month Ended 7/31/2019	YTD Ended 7/31/2019
Cash Flow from Operating Activities		
Changes in Net Assets:	\$ (501,429)	\$ (501,429)
Decrease / (Increase) in Operating Assets:		
Due to/from Related Parties	673,793	673,793
Prepaid Expenses	(46,667)	(46,667)
(Decrease) / Increase in Operating Liabilities		
Accrued Expenses	181,828	181,828
Total Cash Flow from Operating Activities	<u>808,954</u>	<u>808,954</u>
Cash Flows from Investing Activities		
Purchase of Property & Equipment	<u>(302,525)</u>	<u>(302,525)</u>
Total Cash Flows from Investing Activities	<u>(302,525)</u>	<u>(302,525)</u>
Change in Cash & Cash Equivalents	5,000	5,000
Cash & Cash Equivalents, Beginning of Period	-	-
Cash & Cash Equivalents, End of Period	<u>\$ 5,000</u>	<u>\$ 5,000</u>

Accounts Payable Aging

[illegible]



THE COTTONWOOD SCHOOL

3840 Rosin Court #200, Sacramento, California 95834

Phone (916) 568-9959 * Fax (916) 664-3995

Regular Scheduled Board Meeting - The Cottonwood School

June 8, 2019 – 11:00 a.m. – 12:00 p.m.

3840 Rosin Court #100

Sacramento, CA 95834

Attendance: Josh Mottashed, Julisa Platte and Teresa Lyday-Shelby

Absent: None

Also Present: Bryanna Brossman, Jim Adams and Jenell Sherman.

Call to Order:

Josh Mottashed called the meeting to order at 11:24 am.

Public Comments:

None.

Appointment of New Board Members and Officer Appointment:

Teresa Lyday-Shelby motioned to Appoint Julisa Platte and Josh Mottashed as New Board Members and Officers. Julisa Platte seconded.

-Unanimous

Acceptance of Resignations:

Julisa Platte motioned to accept the resignations of Jenny Thompson and Christina Mulford from the board. Josh Motasshed seconded.

-Unanimous

Approval of Board Meeting Minutes:

Julisa Platte motioned to approve the Board Meeting Minutes from April 18, 2019. Josh Mottashed seconded.

Instructional Funds Policy

Josh Mottashed motioned to approve the Instructional Funds Policy. Julisa Platte seconded.

-Unanimous

Access to the Charter School Documents Policy:

Josh Mottashed motioned to approve the Access to the Charter School Documents Policy.

Teresa Lyday-Shelby seconded.

-Unanimous

Anti-Harassment Policy:

Josh Mottashed motioned to approve the Instructional Funds Policy. Julisa Platte seconded.
-Unanimous

FERPA Directory Policy and Opt-out Notice Policy:

Teresa Lyday-Shelby motioned to approve the FERPA Directory Policy and Opt-out Notice Policy. Julisa Platte seconded.
-Unanimous

Homeless Education Policy:

Julisa Platte motioned to approve the Homeless Education Policy. Teresa Lyday-Shelby seconded.
-Unanimous

Information Technology Policy and Procedures:

Josh Mottashed motioned to approve the Information Technology Policy and Procedures. Julisa Platte seconded.
-Unanimous

Identification of Individuals for 504 Policy:

Josh Mottashed motioned to approve the Identification of Individuals for 504 Policy. Julisa Platte seconded.
-Unanimous

Identification of Individuals for Special Education Policy:

Julia Platte motioned to approve the Identification of Individuals for Special Education Policy. Teresa Lyday-Shelby seconded.
-Unanimous

Individual Education Program Policy:

Josh Mottashed motioned to approve the Individual Education Program Policy. Teresa Lyday-Shelby seconded.
-Unanimous

Individual Education Program Administrative Regulation:

Julisa Platte motioned to approve the Individual Education Program Administrative Regulation. Teresa Lyday-Shelby seconded.
-Unanimous

Parent-Student Technology Use Policy:

Josh Mottashed motioned to approve the Parent-Student Technology Use Policy. Julisa Platte seconded.

-Unanimous

Procedural Safeguards and Complaint Policy:

Josh Mottashed motioned to approve the Procedural Safeguards and Complaint Policy. Teresa Lyday-Shelby seconded.

-Unanimous

Procedural Safeguards and Complaint Administrative Regulation:

Josh Mottashed motioned to approve the Procedural Safeguards and Complaint Administrative Regulation. Julisa Platte seconded.

-Unanimous

Staff Information Technology Use Policy:

Teresa Lyday-Shelby motioned to approve the Staff Information Technology Use Policy. Julisa Platte seconded.

-Unanimous

Suicide Prevention Policy:

Josh Mottashed motioned to approve the Suicide Prevention Policy. Julisa Platte seconded.

-Unanimous

Suspension and Expulsion Policy:

Teresa Lyday-Shelby motioned to approve the Suspension and Expulsion Policy. Julisa Platte seconded.

-Unanimous

Teacher Certification Policy:

Josh Mottashed motioned to approve the Teacher Certification Policy. Julisa Platte seconded.

-Unanimous

The Charter School Documents Policy:

Teresa Lyday-Shelby motioned to approve The Charter School Documents Policy. Julisa Platte seconded.

-Unanimous

Transportation for Students with Disabilities Policy:

Julisa Platte motioned to approve the Transportation for Students with Disabilities Policy.

Teresa Lyday-Shelby seconded.

-Unanimous

Universal Complaint Policy:

Josh Mottashed motioned to approve the Universal Complaint Policy. Julisa Platte seconded.

-Unanimous

Universal Complaint Administrative Regulation:

Teresa Lyday-Shelby motioned to approve the Universal Complaint Administrative Regulation. Julisa Platte seconded.
-Unanimous

Whistleblower Policy:

Josh Mottashed motioned to approve the Whistleblower Policy. Julisa Platte seconded.
-Unanimous

Education Records and Student Information:

Josh Mottashed motioned to approve the Education Records and Student Information. Julisa Platte seconded.
-Unanimous

Immigration Enforcement Policy:

Josh Mottashed motioned to approve the Immigration Enforcement Policy. Julisa Platte seconded.

Immigration Enforcement Policy Related to the Deportation of Family Members:

Josh Mottashed motioned to approve the Immigration Enforcement Policy Related to the Deportation of Family Members. Julisa Platte seconded.
-Unanimous

Anti-Nepotism Policy:

Teresa Lyday-Shelby motioned to approve the Anti-Nepotism Policy. Julisa Platte seconded.
-Unanimous

Policy Re Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel:

Josh Mottashed motioned to approve the Policy Re Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel. Teresa Lyday-Shelby seconded.
-Unanimous

Policy Confirming No Funds or Thing of Value to Students, Parents or Guardians:

Julisa Platte motioned to approve the Policy Confirming No Funds or Thing of Value to Students, Parents or Guardians. Teresa Lyday-Shelby seconded.
-Unanimous

Approval of School Transportation Safety Plan:

Josh Mottashed motioned to approve the School Transportation Safety Plan. Julisa Platte seconded.
-Unanimous

Approval of Child Safety Alert System Policy:

Josh Mottashed motioned to approve the Child Safety Alert System Policy. Julisa Platte seconded.

-Unanimous

Approval of Comprehensive School Safety Plan:

Josh Mottashed motioned to approve the Comprehensive School Safety Plan. Julisa Platte seconded.

-Unanimous

Approval of Conflict of Interest Code:

Josh Mottashed motioned to approve the Conflict of Interest Code. Teresa Lyday-Shelby seconded.

-Unanimous

Approval of 2019 - 2020 Budgets:

Julisa Platte motioned to approve the 2019 - 2020 Budgets. Teresa Lyday-Shelby seconded.

-Unanimous

Approval of Board Resolution to Approve the Principals Salary and Supplemental Benefits:

Julisa Platte motioned to approve the Board Resolution to Approve the Principals Salary and Supplemental Benefits. Teresa Lyday-Shelby seconded.

-Unanimous

Approval of District Office Service Agreements:

Josh Mottashed motioned to approve the District Office Service Agreements. Teresa Lyday-Shelby seconded.

-Unanimous

Approval of Board Resolution to Approve Employee Higher Education Scholarships:

Josh Mottashed motioned to approve the Employee Higher Education Scholarships. Teresa Lyday-Shelby seconded.

-Unanimous

Closed Session - § 54957:

It was reported out the following action that was taken in closed session: Julisa Platte motioned to approve the Approval of Procopio Contract and Conflict of Interest Waiver Teresa Lyday-Shelby seconded.

-Unanimous

Adjournment:

Julisa Platte motioned to adjourn the meeting at 12:32 pm. Teresa Lyday-Shelby seconded.

-Unanimous

Prepared By:
Bryanna Brossman

Noted By:

Teresa Lyday-Shelby
Board Secretary



THE COTTONWOOD SCHOOL

3840 Rosin Court #200, Sacramento, California 95834

Phone (916) 568-9959 * Fax (916) 664-3995

Special Board Meeting - The Cottonwood School

July 11, 2019 – 4:30 pm – 5:00 pm

3840 Rosin Court #200

Sacramento, CA 95834

Attendance: Josh Mottashed, Teresa Lyday Selby, Julia Platte – Teleconference

Absent: None

Also Present: Bryanna Brossman

Call to Order:

Josh Mottashed called the meeting to order at 4:34 pm.

Public Comments:

None.

Approval of Resolution of the Board of The Cottonwood School to Approve the Principals Salary and Supplemental Benefits:

Julisa Platte motioned to approve the Resolution of the Board of The Cottonwood School to Approve the Principals Salary and Supplemental Benefits. Teresa Lyday Selby seconded.

-Unaunous.

Approval of Resolution of the Board of Directors of The Cottonwood School Approving the SELPA Representative:

Teresa Lyday Selby motioned to approve the Resolution of the Board of Directors of The Cottonwood School Approving the SELPA Representative. Julisa Platte seconded.

-Unanimous.

Adjournment:

Julisa Platte motioned to adjourn the meeting at 4:47 pm. Josh Mottashed seconded.

-Unanimous.

Prepared by:

Bryanna Brossman



THE COTTONWOOD SCHOOL

3840 Rosin Court #200, Sacramento, California 95834

Phone (916) 568-9959 * Fax (916) 664-3995

Noted by:

Teresa Lyday Selby
Board Secretary



THE COTTONWOOD SCHOOL

3840 Rosin Court #200, Sacramento, California 95834

Phone (916) 568-9959 * Fax (916) 664-3995

Special Board Meeting - The Cottonwood School

July 24, 2019 – 5:00 pm – 5:20 pm

3840 Rosin Court #200

Sacramento, CA 95834

Attendance: Julisa Platte and Teresa Lyday-Selby

Absent: Josh Mottashed

Also Present: Bryanna Brossman and Amanda Panting

Call to Order:

Julisa Platte called the meeting to order at 5:02 pm.

Public Comments:

None.

Approval of Resolution of the Board of Directors of The Cottonwood School Approving Amended Bylaws to Reflect Resignation and Removal of Sole Statutory Member and Termination of Any and All Membership Rights, and Other Actions Related Thereto:

Teresa Lyday-Selby motioned to approve the Resolution of the Board of Directors of The Cottonwood School Approving Amended Bylaws to Reflect Resignation and Removal of Sole Statutory Member and Termination of Any and All Membership Rights, and Other Actions Related Thereto. Julisa Platte seconded.

-Unanimous.

Approval of Amendment to the District Office Service Agreement:

Julisa Platte motioned to approve the Amendment to the District Office Service Agreement.

Teresa Lyday-Selby seconded.

-Unanimous.

Approval of Vendor Agreements:

Teresa Lyday-Selby motioned to approve the Vendor Agreements. Julisa Platte seconded.

-Unanimous.

Adjournment:

Julisa Platte motioned to adjourn the meeting at 5:14 pm. Teresa Lyday-Selby seconded.

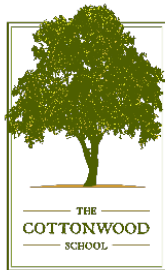
-Unanimous.

Prepared by:

Bryanna Brossman

Noted by:

Teresa Lyday-Selby
Board Secretary



THE COTTONWOOD SCHOOL

3840 Rosin Court #200, Sacramento, California 95834

Phone (916) 568-9959 * Fax (916) 664-3995

Special Board Meeting - The Cottonwood School

August 14, 2019 – 5:30 pm – 6:00 pm

3840 Rosin Court #200

Sacramento, CA 95834

Attendance: Josh Mottashed, Julisa Platte, Teresa Lyday-Selby – Teleconference

Absent: None

Also Present: Bryanna Brossman, Julie Haycock

Call to Order:

Josh Mottashed called the meeting to order at 5:39 pm.

Public Comments:

None.

Principal's Report:

The board was presented an update by the school principal. The Board was told about the start of the school year. The board was informed that the back to school training for all of the teachers went super well and that the school year was off to a wonderful start.

Discussion and Potential Action on the Board Meeting Calendar:

Julisa Platte motioned to approve the Board Meeting Calendar. Teresa Lyday-Selby seconded.
-Unanimous.

Discussion and Potential Action on Changing the Board Size to 5 People:

Julisa Platte motioned to approve Changing the Board Size to 5 People. Teresa Lyday-Selby seconded.
-Unanimous.

Discussion and Potential Action on the Process for Nominating and Appointing Board Members:

Julisa Platte motioned to approve the Process for Nomination and Appointing Board Members as follows: Julisa Platte will serve as the designee to seek out potential board members and make a recommendation to the main board on who should be appointed. Teresa Lyday-Selby seconded.
-Unanimous

Discussion and Potential Action on the Approval of Charter School Application for CalSTRS Activation:

Teresa Lyday-Selby motioned to approve the Approval of Charter School Application for CalSTRS Activation. Josh Mottashed seconded.

-Unanimous.

Discussion and Potential Action on the Approval of Resolution of the Board of The Cottonwood School to Approve the Principals Salary and Supplemental Benefits:

Josh Mottashed motioned to approve the Approval of Resolution of the Board of The Cottonwood School to Approve the Principals Salary and Supplemental Benefits.

-Unanimous.

Adjournment:

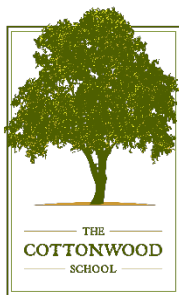
Julisa Platte motioned to adjourn the meeting at 6:12 pm. Teresa Lyday-Selby seconded.

-Unanimous

Prepared by:
Bryanna Brossman

Noted by:

Teresa Lyday-Selby
Board Secretary



Independent Study Policy

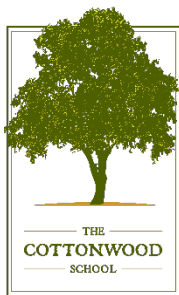
The Cottonwood School may offer independent study to meet the educational needs of pupils enrolled in the charter school. Independent study is an alternative education designed to teach knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

The purpose of the The Cottonwood School Governing Board approving this Independent Study Policy is to accomplish the following:

1. Establish the Time in Which an Assignment Must Be Completed
2. Establish the Procedure for Placement Determination
3. Outline What Must Be Included in a Current Written Agreement
4. Outline How Average Daily Attendance Will Be Calculated
5. Establish Compliance with the Education Code
6. Establish the Implementation of the Independent Study Policy

1. **Time in Which an Assignment Must Be Completed:** For pupils in all grade levels offered by the School, the maximum length of time that may elapse between the time an assignment is made the date by which the pupil must complete the assigned work shall be twenty (20) school days.
2. **Placement Determination:** A pupil may miss two (2) assignments during any period of twenty (20) school days before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study. Therefore, whether any pupil fails to complete two (2) assignments during any period of twenty (20) school days, the Director of Academic Program or his or her designee shall conduct an evaluation to determine whether it is in the best interest of the pupil to remain in independent study. A writing record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
3. **Current Written Agreement:** A current written agreement shall be on file for each independent study pupil, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
 - b. The objectives and methods of study for the pupil's work, and the methods utilized, to evaluate that work.
 - c. The specific resources, including materials and personnel, which will be made available to the pupil.

- d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one Semester, or one half year for a school on a year-round calendar.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - h. Each written agreement shall be signed prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is under 18 years of age, the certificated employee who has been designated as having responsibility or the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
- 4. Average Daily Attendance:** It is the policy of this Board that each student is, at a minimum, expected to accomplish the following in order for the student to be counted as present/attending for Average Daily Attendance (ADA) purposes:
- a. Students will initial "Monthly Independent Study Log" on the school days where they have completed school work Monday through Fridays that are not school holidays. Parents/guardians will sign the monthly log under the following statement: "By signing this log, I verify that my student completed school work on these days."
- 5. Compliance with the Education Code:** The Charter School shall comply with the Education Code Sections 51745 through 51749.3 and the provision of the Charter School's Act and the State Board of Education regulation adopted there under.
- 6. Implementation of Independent Study Policy:** The Directors shall establish regulations to implement these policies in accordance with the law.



Kindergarten and Transitional Kindergarten Policy

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

The purpose of the The Cottonwood School Governing Board approving this Kindergarten and Transitional Kindergarten Policy is to accomplish the following:

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

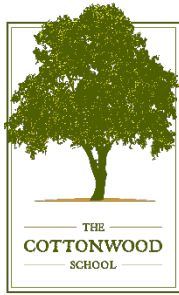
Students must be five years old between September 2nd and February 28th to qualify for transitional kindergarten each school year subject to the following conditions:

- The governing board determines that the admittance is in the best interests of the child. Determination will be based on standard criteria set by school administration and is

based on standardized guidelines for academic and developmental readiness for transitional kindergarten. Staff determination of grade level placement will be made based on multiple measures including grade level appropriate formal assessments and student observations.

- The parent or guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

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



Promotion, Acceleration and Retention Policy

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

The purpose of the The Cottonwood School Governing Board approving this Independent Study Policy is to accomplish the following:

1. Outline the Promotion Policy
2. Outline the Acceleration Policy
3. Outline the Retention Policy
4. Outline the Appeals Process for Parents
5. Establish the Process for IDEA/504 Students
6. Outline the Charter School Rights

- 1. Promotion Policy: K-8:** Each K-8 student will be enrolled in four core subjects: Language Arts, Mathematics, Science, Social Studies, and include enrichment opportunities like art, music, athletics, world languages, technology, field trips, and virtual and in-person community and social experiences, providing a well-rounded education. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards.

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

Required Courses for All High School Grade Levels*:

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

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

Four-Year Plan for High School Students: Supervising Teachers develop a four-year individual graduation plan (IGP) for each high school student. The IGP will be reviewed by

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

the Guidance Counselor and/or Regional Administrator and revisited annually (unless necessary due to mid-year course changes). The four-year individual graduation plan will include:

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

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

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

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

Parent:

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

Teacher:

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

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

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- Information regarding prior grade retention and the circumstances of such

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

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

3. **Retention Policy:** The Charter School is committed to making individual decisions on grade retention based on the long-term, best interest of the individual student. Staff is committed to helping all students realize their fullest potential, including remediation for students that are experiencing difficulty. To that end, retention may be appropriate for a student experiencing extreme academic difficulty or serious health or family emergencies. Typically, retention is considered after various other remediation steps have been employed by student's teacher(s) and academic team with insufficient success. Special consideration will be given to students with limited English proficiency and those with a special education IEP. Students may be retained only once in their K-8 school career.

Kindergarten Retention Criteria:

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

Grades 1-8 Retention Criteria:

If a student is identified as performing below the minimum standard for promotion based on their progress on the Individualized Learning Plan, the student may be retained in his/her current grade level. Both the parent and teacher must determine, in writing, if retention is the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is appropriate for the student and shall include

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recommendations for interventions necessary to assist the student in attaining acceptable levels of academic achievement. If the teacher and parent are not in agreement with the recommendation of retention, please see below for the appeal process. The burden of proof for the appeal rests with the appealing party. (Ed Code 48070.5)

Grades 9-12 Retention Criteria:

Progress toward high school graduation shall be based on the student's ability to pass the subjects and electives necessary to earn the required number of credits.

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

Step	Timeline
1. Teacher or parent recommends retention consideration for student.	Teacher – By January 1 Parent – By January 1
2. Remediation steps occur, including, but not limited to: **Curriculum modifications **SST **Additional Testing **Coordinated outside services **Teacher “at risk” assistance	Teacher – September-March
**School and home coordinated program	
3. Academic Team meets to review student progress. Team includes: **Teacher **School Administrator **Other teachers **Parent Additional remediation steps can be considered	Teacher/Academic Team - March

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4. Team meets to make recommendations regarding grade placement of student for the next school year. Factors: **Teacher Recommendation **Grades **Test Data – Benchmark, SBAC **Cumulative Record **Social factors	Teacher/Academic Team-May
5. School Administrator makes decision and informs parent or guardian.	School Administrator – Mid-June, before the school year has ended.

4. **Appeals and Parent Rights:** Parents have the right to appeal a decision made by the Academic Team. If a parent wishes to appeal, they would complete the following steps:
 - Appeal to School Administrator in writing.
 - School Administrator responds within two (2) weeks.
 - If not resolved, parents may appeal to the School Board at the next regularly scheduled board meeting.
 - The School Board meets in a closed session and will send the parent or guardian a response in writing

5. **IDEA/504 Students:** Students who participate in special education/504 plans have their education program and decision making process affected by state and federal regulations; therefore, decision-making in the area of grade promotion/retention is first governed by state and federal requirements.

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

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

THE COTTONWOOD SCHOOL

Policy for Inspection of Public Records

I. Purpose

This Policy sets forth The Cottonwood School's ("School") policies and procedures regarding requests for inspection of the School's public records under the California Public Records Act ("PRA") (Government Code section 6250 et seq.). The School recognizes the public's right to access public records and intends to provide public members with reasonable access to public records consistent with the law. If any provision of this Policy conflicts with the law, the law shall take precedence.

II. How to Request Records

Requests for the School's public records must be submitted to:

Principal
The Cottonwood School
1740 E Huntington Dr. #205
Duarte, CA 91010
Phone: (616) 525-1176
Fax: (616) 465-4544
Email: pra@inspireschools.org

To ensure that requests can be responded to appropriately, the School encourages that all requests be made in writing by submitting a Public Records Request Form, attached as Appendix A. To the extent possible, the requestor should specify, in writing, the records sought with sufficient detail to enable the School to identify particular records.

III. Right to Inspect

To the extent required by law, the School will make available all public records open to inspection by any person during normal business hours and by appointment only. Copies of public records may be obtained by any person, subject to compliance with the procedures set forth in this Policy and consistent with the law.

IV. Records Exempt from Disclosure

There are numerous circumstances under which public records are exempt from disclosure. Whether an exemption applies will be determined on a case-by-case basis. The School will determine which records or a portion thereof are exempt from disclosure consistent with the PRA and other relevant state and federal laws. The notification of denial or withholding of records must be in writing and shall provide the reason for the denial or withholding of records and shall set forth the names and titles or positions of each person responsible for the denial.

V. Procedures for Responding to Requests for Inspection or Copies of Records

The School will follow a two-step process when responding to a PRA request. First, within 10 calendar days of receiving any request to inspect or copy a public record, the School shall acknowledge receipt of the request and inform the requestor whether the School has disclosable public records in its possession that are responsive to the request and when it will make them available. If the School determines that it will not provide some records, it shall provide the grounds for withholding them and shall set forth the names and titles or positions of each person responsible for the denial. Second, if the School determines that it has disclosable documents, it shall make the documents available within a reasonable time.

In unusual circumstances, the School may extend the 10-day limit for up to 14 days by providing written notice to the requestor setting forth the reasons for the extension and the date on which a determination is expected to be made.

If the request is ambiguous or unfocused, the School shall make a reasonable effort to elicit additional clarifying information from the requestor that will identify public records responsive to the request. To the extent reasonable under the circumstances, the School shall do all of the following in assisting the requestor:

1. Assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request, if stated;
2. Describe the information technology and physical location in which the records exist; and
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought.

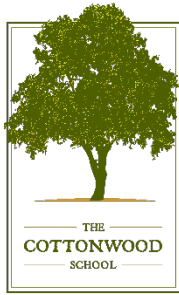
These requirements are deemed to have been satisfied if the School is unable to identify the requested information after making a reasonable effort to elicit additional clarifying information from the requestor that will help identify the record or records.

The School may charge a reasonable fee (not to exceed the direct costs of duplication) for preparation of copies of identifiable public records. Deposit of applicable fees is required prior to preparation and delivery of any requested records.

Policy Approved by Board on September 21, 2019.

**THE COTTONWOOD SCHOOL
PUBLIC RECORDS REQUEST FORM**

Fee Schedule	
Document Production	Paper and electronic records (black): \$0.15 per page Paper and electronic records (color): \$0.25 per page Records provided on CDs: \$1.00 per disc Records provided on DVD: \$2.00 per disc
Computer Programming	Direct costs associated with production
Mailing Documents	Envelope (letter sized) \$0.05 per envelope Envelope (9x12 or 12x13) \$0.10 per envelope Postage determined based on actual cost
Requestor's Information	
Name: _____ Title: _____	
Organization: _____	
Address: _____ _____	
Phone: _____ Fax: _____ Email: _____	
Records Requested	
I am requesting the following documents:	
I am also seeking _____ copies of the documents listed above.	
I understand that The Cottonwood School will respond to all public records requests in compliance with the timelines provided under state law and consistent with its policies.	
I understand that in accordance with the School's Policy for Inspection of Public Records, the School may charge a fee for copies of public records as specified above. Payment is required in advance of delivery of any requested records. If more than 15 pages are requested, the School may require a deposit before making copies.	



Administration of Medications, Anti-Seizure Medications, Emergencies and Head Lice Policy

The Cottonwood School is committed to protecting the health and well-being of all Feather River Academy's students. This policy shall specifically address the procedures for medical emergencies and the administration of medications by The Charter School.

The purpose of the The Cottonwood School Governing Board approving this Administration of Medications, Anti-Seizure Medications, Emergencies and Head Lice Policy is to accomplish the following:

1. Establish the Administration of Medication
2. Outline the Requirements for Administration or Assistance of Medications
3. Outline Responses to the Parent/Guardian upon Request
4. Outline Termination of Consent
5. Define Authorized Personnel
6. Establish the Storage of Medication
7. Outline Confidentiality
8. Establish Medication Record
9. Outline Deviation from Authorized Health Care Provider's Written Statement
10. Outline the Administration of Emergency Anti-Seizure Medication by Trained Volunteer Nonmedical School Personnel:
11. Outline Administration of Emergency Medical Assistance
12. Establish Emergencies Procedures
13. Outline Opioid Antagonist Administration
14. Head Lice

1. Administration of Medications: The following policy regarding the administration of medications is applicable when the staff of The Cottonwood School (the "School") is responsible for the administration of, or assisting in the administration of, medication to students attending school during regular school hours, including before- or after-school programs, field trips, extracurricular and co-curricular activities, and camps or other activities that typically involve at least one overnight stay away from home, because administration of the medication is absolutely necessary during school hours and the student cannot self-administer or another family member cannot administer the medication at school.

2. Requirements for Administration or Assistance of Medications: Before the School will allow a student to carry and self-administer prescription auto-injectable epinephrine, or inhaled

asthma medication, or have authorized School personnel administer medications or otherwise assist a student in administering his or her medication, the School must receive a copy of the following:

- A written statement executed by the student's authorized health care provider specifying the medication the student is to take, the dosage, and the period of time during which the medication is to be taken and a statement that the medication must be taken during regular school hours, as well as detailing the method, amount and time schedule by which the medication is to be taken;
- A written statement by the student's parent or guardian initiating a request to have the medication administered to the student or to have the student otherwise assisted in the administration of the medication, in accordance with the authorized health care provider's written statement. The written statement shall also provide express permission for the School to communicate directly with the authorized health care provider, as may be necessary, regarding the authorized health care provider's written statement.
- In the cases of self-administration of asthma medication or prescription auto-injectable epinephrine, the School must also receive a confirmation from the authorized health care provider that the student is able to self-administer the medication and a written statement from the parent/guardian consenting to the student's self-administration and releasing the School and its personnel from civil liability if the self-administering student suffers an adverse reaction by self-administering his/her medication. Education Code §§ 49423, 49423.1.

New statements by the parent/guardian and the authorized health care provider shall be required annually and whenever there is a change in the student's authorized health care provider, or a change in the medication, dosage, method by which the medication is required to be taken or date(s), or time(s) the medication is required to be taken. If there is not a current written statement by the student's parent or guardian and authorized health care provider, the School may not administer or assist in administration of medication. The School will provide each parent with a reminder at the beginning of each school year that they are required to provide the proper written statements.

Parent(s)/guardian(s) of students requiring administration of medication or assistance with administration of medication shall personally deliver (or, if age appropriate, have the student deliver) the medication for administration to the school secretary.

- 3. Responses to the Parent/Guardian upon Request:** The School shall provide a response to the parent/guardian within 10 business days of receiving the request for administration and the physician statement regarding which School employees, if any, will administer medication to the student, and what the employees of the School will do to administer the medication to the student or otherwise assist the student in the administration of the medication.

- 4. Termination of Consent:** Parent(s)/guardian(s) of students who have previously provided consent for the School to administer medication or assist a student with the administration of medication may terminate consent by providing the School with a signed written withdrawal of consent on a form obtained from the office of the School Director.
- 5. Authorized Personnel:** The School Secretary who is employed by the School and certified in accordance with Education Code section 44877 will administer or assist in administering the medication to students. If not available, a designated School employee who is legally able to and has consented to administer or assist in administering the medication to students will administer the medication or otherwise assist the students.
- 6. Storage of Medication:** Medication for administration to students shall be maintained in the office of the School in a locked cabinet. It shall be clearly marked for easy identification. If the medication requires refrigeration, the medication shall be stored in a refrigerator in a locked office, which may only be accessed by the School Secretary and other authorized personnel. If stored medication is unused, discontinued or outdated, the medication shall be returned to the student's parent/guardian where possible. If not possible, the School shall dispose of the medication by the end of the school year in accordance with applicable law.
- 7. Confidentiality:** School personnel with knowledge of the medical needs of students shall maintain the students' confidentiality. Any discussions with parents/guardians and/or authorized health care providers shall take place in an area that ensures student confidentiality. All medication records or other documentation relating to a student's medication needs shall be maintained in a location where access is restricted to the School Director, the School Secretary or other designated School employees.
- 8. Medication Record:** The School shall maintain a medication record for each student that is allowed to carry and self-administer medication and for each student to whom medication is administered or other assistance is provided in the administration of medication.

The medication record shall contain the following: 1) The authorized health care provider's written statement; 2) The written statement of the parent/guardian; 3) A medication log (see below); 4) Any other written documentation related to the administration of the medication to the student or otherwise assisting the pupil in the administration of the medication.

The medication log shall contain the following information: 1) Student's name; 2) Name of the medication the student is required to take; 3) Dose of medication; 4) Method by which the pupil is required to take the medication; 5) Time the medication is to be taken during the regular school day; 6) Date(s) on which the student is required to take the medication; 7) Authorized health care provider's name and contact information; and 8) A space for daily

recording of medication administration to the student or otherwise assisting the student, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.

- 9. Deviation from Authorized Health Care Provider's Written Statement:** If a material or significant deviation from the authorized health care provider's written statement is discovered, notification as quickly as possible shall be made as follows: 1) If discovery is made by a licensed health care professional, notification of the deviation shall be in accordance with applicable standards of professional practice; 2) If discovery is made by an individual other than a licensed health care professional, notification shall be given to the School Director, the student's parent/guardian, any School employees that are licensed health care professionals and the student's authorized health care provider.

10. Administration of Emergency Anti-Seizure Medication by Trained Volunteer Nonmedical School Personnel:

- Definitions:
 - "Emergency anti-seizure medication," as used in this policy, means diazepam rectal gel and emergency medications approved by the federal Food and Drug Administration, prescribed for students with epilepsy for the management of seizures by persons without medical credentials.
 - "Emergency medical assistance" means the administration of an emergency anti-seizure medication to a pupil suffering from an epileptic seizure.
 - "Nonmedical school personnel or employees" means employees of the School who do not possess the licenses listed in 5 C.C.R. § 622.
 - "Regular school day" may include not only the time the student receives instruction, but also the time during which the pupil otherwise participates in activities under the auspices of the School, such as field trips, extracurricular and co-curricular activities, before- or after-school programs and camps or other activities that typically involve at least one overnight stay away from home.
 - "Supervision" means review, observation, and/or instruction of a designated nonmedical school employee's performance, but does not necessarily require the immediate presence of the supervisor at all times.

- 11. Administration of Emergency Medical Assistance:** The School will have at least one volunteer nonmedical school employees properly trained in the administration of emergency anti-

seizure medication at all times. Emergency medical assistance shall be provided by these individuals when the following circumstances are present:

- A pupil with epilepsy has been prescribed an emergency anti-seizure medication by his or her health care provider.
- The parent or guardian of the pupil has requested that one or more volunteer nonmedical school employees be trained in the event a nurse is not available.
- The School has on file a written statement from the pupil's authorized health care provider, provided by the parent, that includes the content required by California regulations.
- The parent has provided all materials necessary to administer an emergency anti-seizure medication.
- The volunteer nonmedical school personnel have completed the required training.
- The pupil is suffering from an epileptic seizure.
- A credentialed school nurse or licensed vocational nurse is not available.

12. Emergencies Procedures:

- First Aid and CPR: All teachers are certified in first aid and CPR and are re-certified every two years in either first aid or CPR. Every classroom has a First Aid Kit containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.
- Resuscitation Orders: School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, trained staff shall make every effort to resuscitate him/her. The School does not accept or follow any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed. The School Director, or his/her designee, shall ensure that all parents/guardians are informed of this policy.
- Emergency Contact Information: For the protection of a student's health and welfare, the School shall require the parent/guardian(s) of all students to keep current with the School emergency information including the home address and telephone number, business address and telephone number of the parent/guardian(s), and the name, address and telephone number of a relative or friend who is authorized to care for the student in any emergency situation if the parent/guardian cannot be reached. Education Code § 49408.
- Emergency Aid to Students with Anaphylactic Reaction: The School will provide emergency epinephrine auto-injectors to trained School personnel and those trained personnel may use those epinephrine auto-injectors to provide emergency medical aid to persons suffering from an anaphylactic reaction. The training provided to

School personnel shall be in compliance with the requirements of Education Code section 49414 and any regulations promulgated in line therewith.

Trained School personnel may immediately administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylaxis reaction at School or a School related activity when a physician is not immediately available.

For purposes of this policy, “anaphylaxis” means a potentially life-threatening hypersensitivity to a substance. Symptoms of anaphylaxis may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock or asthma. Causes of anaphylaxis may include, but are not limited to, an insect sting, food allergy, drug reaction and exercise.

13. Opioid Antagonist Administration: The School will provide emergency hydrochloride or another opioid antagonist (“Opioid Antagonist”) to trained School personnel and those trained personnel may use the Opioid Antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. The training provided to School personnel shall be in compliance with the requirements of Education Code section 49414.3 and any regulations promulgated in line therewith.

Trained School personnel may administer the Opioid Antagonist to a person exhibiting potentially life-threatening symptoms of an opioid overdose at school or a school activity when a physician is not immediately available. If the Opioid Antagonist is used, it shall be restocked as soon as reasonably possible, but no later than two weeks after it is used. The School’s supply of Opioid Antagonist shall be restocked before its expiration date.

If School personnel administers an Opioid Antagonist to a student, the School will call emergency services (9-1-1) and will contact the student’s parent/guardian.

14. Procedures for Head Lice: The Governing Board recognizes that head lice infestations among students require treatment but do not pose a risk of transmitting disease. The Director or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program and reduces student absences.

The Director or designee may distribute information to parents/guardians of students regarding routine screening, symptoms, accurate diagnosis, and proper treatment of head lice infestations. The Director or designee also may provide related information to school staff.

School employees shall report all suspected cases of head lice to the Director or designee as soon as possible. When a student is initially identified as having live head lice, the student is

to be excluded from school for treatment. The parent/guardian of any such student shall be contacted and given information about the treatment of head lice and encouraged to begin treatment of the student immediately and to check all members of the family. The parent/guardian also shall be informed that the student shall be checked upon return to school the next day and allowed to remain in school if no active head lice are detected.

After treatment at home, it's mandatory to return to school the next day via the health office, for inspection. Parents must be notified that students who return to school with live lice will be sent home. As such, parents are advised to accompany their child to school. Upon checking the head, if live lice are found, the child returns home with parent for treatment. If child has been treated and there are no live lice, the child may return to class. We encourage the removal of nits but child can return to class if they have been treated, even though nits are still present.

The child will be excluded from attendance until he/she is free of active head lice. The excluded student may return to school when:

- The parent/guardian produces evidence of treatment, and
- Reexamination by the Director/designee determines that the student is free of live lice.

Once he/she is determined to be free of live lice, the student shall be rechecked weekly for up to six weeks.

If a student is found consistently infested with head lice, he/she may be referred to a multidisciplinary team, which may consist of school Director, representatives from the local health department and social services, and other appropriate individuals, to determine the best approach for identifying and resolving problems contributing to the student's head lice infestations.

When it is determined that one or more students in a class or school are infested with head lice, the principal or designee may, at his/her discretion, notify parents/guardians of students in that class and provide them with information about the detection and treatment of head lice. Mass screening (school-wide or whole classrooms) is not an evidence-based practice in controlling head lice infestation/ re-infestations and will not be performed. It is the responsibility of the parent to treat head lice infestation. Staff shall maintain the privacy of students identified as having head lice.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COTTONWOOD SCHOOL TENTATIVELY ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, The Cottonwood School (the “School”) is a California nonprofit public benefit corporation that operates a public charter school authorized by Buckeye Union Elementary School in El Dorado County; and

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

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

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

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

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

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

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

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of The Cottonwood School, a California nonprofit public benefit corporation, hereby certify as follows:

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

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand this _____ day of _____, 2019.

Secretary, The Cottonwood School

ATTACHMENT A
CONFLICT OF INTEREST CODE AND APPENDICES
OF THE COTTONWOOD SCHOOL

[See Attached]

THE COTTONWOOD SCHOOL

CONFLICT OF INTEREST CODE

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

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

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

APPENDIX A

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

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

APPENDIX B

Disclosure Categories

Category 1 Reporting:

Designated positions assigned to this category must report:

Interests in real property located in whole or in part within two (2) miles of any facility owned or leased by The Cottonwood School.

Category 2 Reporting:

Designated positions assigned to this category must report:

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

Category 3 Reporting:

Designated positions assigned to this category must report:

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



PARENT & STUDENT

HANDBOOK

2019-2020

3921 Sandstone Drive, El Dorado Hills, CA 95762
P: (530) 285-2578 | F: (530) 285-2580
cottonwood.school

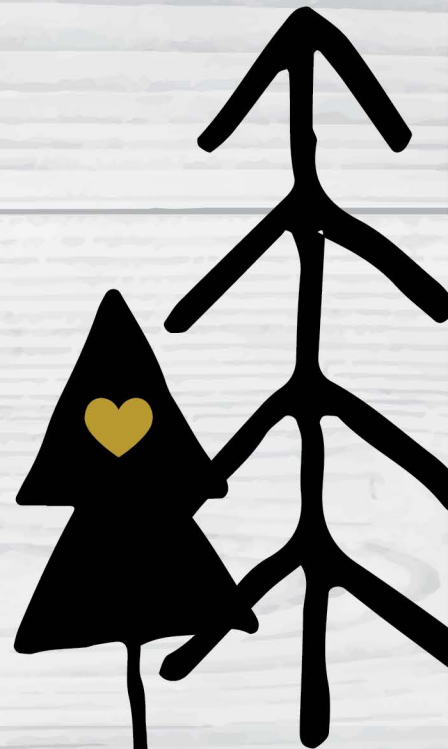


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The Cottonwood School Mission and Vision Statement

Mission Statement

The Cottonwood School (TCS) provides a flexible personalized learning experience, empowering families to tailor a program designed around the specific needs of each student. In collaboration with highly qualified credentialed teachers, students engage in diverse and dynamic learning pathways and unparalleled enrichment opportunities to achieve personal and academic success.

Vision Statement

The Cottonwood School develops the individual gifts of students to become critical thinkers, responsible citizens, and innovative leaders prepared for academic and real life success in the 21st century.

Description of the Program

TCS respects a family's right to educate their children and strives to offer innovative, personalized learning options for all families. Our programs engage students with a truly personalized learning plan based on their own interests and specific learning needs while preparing them for success both now and in the future. Enrollment in our independent study program is tuition free.

Our programs provide students with many opportunities:

- Learn at home or on the go with options for flexible, standards based learning pathways using choices of curriculum, online platforms, and or bundled textbook programs
- Receive guidance, support, and assistance in person and virtually from your assigned credentialed Homeschool Teacher
- Optional field trips and community events
- Numerous and diverse vendor services and programs

Schoolwide Learner Outcomes (SLOs)

At TCS, we have goals for our students. They are known as our Schoolwide Learner Outcomes, and they represent what students at The Cottonwood School engage in and strive to achieve when they work through our program. The SLOs are a part of our school culture, and they reflect our school vision, the College and Career Readiness standards, the education of the whole child, and the values of our homeschool community. Teachers, students, and parents partner together throughout the year to review and reflect on student progress of the SLOs. SLOs are also an important part of the WASC process as they demonstrate our school's commitment to support student learning.

INSPIRE STUDENTS ARE...

NAVIGATORS OF THE DIGITAL WORLD

Navigators of the digital world who are proficient in the use of technology, media and online resources.

SELF-DIRECTED

Self-directed and motivated students who are able to set attainable goals to achieve academic success.

PERSONALIZED LEARNERS

Personalized learners who are able to thrive in the style of education that best fits their individual needs.

INDEPENDENT CRITICAL THINKERS

Independent critical thinkers who have the ability to problem solve, take ownership and apply their knowledge to a variety of problems.

RESPONSIBLE CITIZENS

Responsible citizens who demonstrate integrity and respect while actively seeking knowledge of local and global issues.

EFFECTIVE COMMUNICATORS

Effective communicators who can thoughtfully articulate their thinking with confidence while collaborating with peers.

WASC Accreditation

The WASC process is designed to allow us to go through an in-depth self-study of our school, focusing specifically on organization, curriculum, instruction, assessment, and school culture. We take a close look specifically at our high school students and their success. In addition, we identify and reflect on our progress towards our school-wide learning outcomes (SLOs.) The WASC cycle includes targeting our areas of strength and areas of growth and the creation of an action plan to address those areas to increase student achievement.

When a school becomes accredited, it:

- Certifies to the public that the school is a trustworthy institution of learning.
- Validates the integrity of a school's program and student transcripts.
- Fosters improvement of the school's program and operations to support student learning.
- Assures a school community that the school's purposes are appropriate and being accomplished through a viable educational program.
- WASC accreditation is important because the military often requires applicants to be from accredited schools and many school districts and universities will only accept credits from WASC accredited schools.
- Allows high school students' courses, grades, and units to be accepted at more colleges and universities after graduation.

Enrollment Requirements

Required enrollment documentation includes: Proof of age, immunization record or waiver, and proof of residence.

Student must reside within a county The Cottonwood School serves and provide proof of residency prior to enrollment. While attending TCS , if a family moves they must submit a new proof of residence within ten days to por@inspireschools.org.

Proof of Residency (POR): The best POR document is your most current utility bill (gas, water, or electric bill). You can also use your most current property tax bill, mortgage statement, or lease agreement. If you have one of the extenuating circumstances below, you would need to complete the corresponding forms.

- Living with a friend or relative: Verification of Residence
- Transitional living: Parent Residency Affidavit Form

High school transcripts are necessary for determining proper class placement and for creating Individualized Graduation Plans. Transcripts should be submitted during the enrollment process and can be submitted by hand, faxed, or emailed to the Enrollment Department.

All information on the application must be true and correct. If misrepresentations are made or incorrect information is provided, the application may be considered as not meeting the requirements of the school and may result in the revocation or halting of enrollment until accurate information is provided.

Enrollment in TCS is contingent upon the student, parent, and teacher signing a Master Agreement Form (school contract) prior to the commencement of instruction and services. Parent and student will not have access to curriculum or instructional funds until the Master Agreement is signed and returned.

All The Cottonwood School students will be enrolled in their age appropriate grade level, unless a previous school has officially approved a retention or promotion.

Our school is a full-time, general education, independent study program; not a supplemental program or a part-time program. A student may not be dual enrolled in any other private or public school.

The Parent/Guardian's Role

- Regularly support your student in daily learning during the school day, following the educational plan you and your Homeschool Teacher agree to.
- Treat all The Cottonwood School Homeschool Teachers and school staff with respect and professionalism.
- Work in collaboration with your Homeschool Teacher, ensuring your student participates fully in their homeschool learning journey.
- Make sure your student participates in online or other recommended intervention supports if needed and advised by your Homeschool Teacher.
- Complete and submit the monthly Student Learning Log (attendance log).
- Complete the STAR 360 online assessment 2-3 times per school year.
- Support student in attending state-mandated testing (SBAC, CAST, and Physical Fitness Test).
- Practice consistent communication to enhance collaboration through daily checks of email and phone.
- Attend scheduled Learning Period meetings, as well as any other necessary meetings (on the phone, via web conference, or in person), with The Cottonwood School staff and student.

Student Behavioral Expectations

At TCS learning takes place in a variety of settings. These may include, but are not limited to:

- Online learning sessions
- Public libraries, coffee shops, parks, community sites
- Vendor locations
- The Cottonwood School sponsored field trips, workshops, and social events

At The Cottonwood School, the primary focus is on student learning. Any behaviors that prevent all students from this focus will be reviewed and discussed with all parties involved. As a diverse community of learners, students must strive to work together in a setting of civility, tolerance, and respect for each other in an environment that does not distract from the mutual commitment to academic inquiry and reflection. To that end, the following student behavioral expectations have been established.

1. When participating in group dialogue, no one monopolizes discussions to the exclusion of others, either in terms of time or opinions expressed.
2. Conflicting opinions among members of a group are respected and responded to in a polite and respectful manner.
3. No side conversations or other distracting behaviors are engaged in during group discussions or presentations.
4. No offensive comments, language, or gestures are part of the learning environment.
5. Impersonating another person in an online platform is prohibited.
6. Use only your own username and password for any online platforms, and do not share these with anyone.
7. Do not post personal information in online environments (Phone Number, YouTube, Facebook, Physical Address, Email Address, Passwords, etc.)

An infraction of these expectations that is deemed to be disruptive of the learning environment, is cause for removal of a student from an activity and may result in disciplinary action.

Consequences

Staff shall enforce disciplinary rules and procedures fairly and consistently. Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, and the use of alternative educational environments, suspension and expulsion. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

School Calendar

As a public charter school, we offer families full-time, continued enrollment throughout the entire school year.



2019-2020 Calendar

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

September 2019						
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29	30					

October 2019						
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27	28	29	30	31		

November 2019						
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					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
Su	M	Tu	W	Th	F	Sa
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Date	Event or Holiday
Sep 03	First Day of School
Nov 11	Veterans Day
Nov 25-29	Thanksgiving Break
Dec 20-Jan 03	Winter Break
Jan 20	Martin Luther King Day
Jan 23	End of First Semester
Jan 24	Student Free Day
Jan 27	Beginning of Second Semester
Feb 14	Lincoln's Birthday
Feb 17	Washington's Birthday
Apr 03-10	Spring Break
May 25	Memorial Day
Jun 11	Last Day of School - End of Second Semester

Curriculum Choices & Learning Paths

The Cottonwood's academic program is designed to be extremely flexible and customizable. Working together, credentialed teachers and parents design a learning plan that can incorporate:

- A variety of curriculum options and platforms
- Academic support including interventions
- A child's optimal learning modalities
- Seemingly limitless enrichment resources, materials, and experiences
- School sponsored learning enrichment, field trips, and student activities
- A blend of virtual and in-person support

If you are looking for an engaging, easy-to-follow learning platform, explore the options below managed by our Curriculum Department. Other curriculum options such as Timberdoodle, Bookshark, Moving Beyond the Page, BYU Independent Study, UC Scout, and many more can be ordered through the [Enrichment Ordering System](#).

The Cottonwood School curricula include learning paths and platforms designed to address the needs of all students including:

- English Language Learners
- Students in Special Education
- Students with 504 Plans
- Socioeconomically Disadvantaged Youth
- Homeless/Foster Youth
- Gifted & Talented

Objectionable Materials

If your family finds certain lessons or materials in a particular unit of study to be objectionable for various personal reasons, please contact your Homeschool Teacher and she/he will work with you to identify alternative lessons to meet the lesson objectives.

Curriculum: Transitional Kindergarten - 8th Grade

Transitional Kindergarten through 8th grade students enrolled in TCS have many options including various online curriculum with built-in pacing, bundled textbook programs, or unlimited choices of homeschool curriculum for a personalized learning path. A discussion with your credentialed Homeschool Teacher will help pinpoint how to gain the most from your curriculum.

Transitional Kindergarten:

- [EmbarK12 by K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline
- [McGraw Hill](#) - Textbook with online resources and online teacher's editions
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

Kindergarten-2nd Grade:

- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [Lincoln Empowered](#) - Online & Offline
- [K12](#) - Online & Offline
- [Acellus](#) - Online, customizable option that can be completed when teaming with the homeschool teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

3rd-5th Grade:

- [K12](#) - Online & Offline
- [Lincoln Empowered](#) - Online & Offline
- [Odysseyware](#) - Online
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [ALEKS](#) - Online math courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the homeschool teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

6th-8th Grade:

- [StrongMind](#) - Online
- [Odysseyware](#) - Online
- [Edgenuity](#) - Online
- [McGraw-Hill](#) - Textbook with online resources and online teacher's editions
- [K12](#) - Online & Offline
- [ALEKS](#) - Online math courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the homeschool teacher
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

Curriculum: High School

TCS offers an Individualized Graduation Plan (IGP) for all high school students. Upon enrollment, students will discuss and create an IGP with their Homeschool teacher or a High School Counselor, based on the student's short and long-term academic goals. TCS provides high school students with various homeschool curricula and vendor options, including college prep, "a-g," and AP courses. Students have the freedom to choose courses in:

9th-12th Grade:

- [ChoicePlus Academy](#) - Uniquely-designed courses taught live twice weekly by a highly qualified instructor in an online classroom. Internet access required to attend scheduled courses and submit work.
- [Edgenuity](#) - Online (Highly qualified instructor optional)
- [StrongMind](#) - Online (High qualified instructor attached)
- [McGraw-Hill Textbook](#) - Offline with online supplemental videos and office hours. Internet access required to turn in assignments. (High qualified instructor attached)
- [Odysseyware](#) - Online (Highly qualified instructor optional through [Odysseyware Academy](#))
- [ALEKS](#) - Online math courses
- [Acellus](#) - Online, customizable option that can be completed when teaming with the homeschool teacher.
- A combination of the above
- Other Curriculum - Can be ordered through the [Enrichment Ordering System](#)

9th - 12th Grade [AP Courses offered in Edgenuity](#) (offerings may vary annually due to interest and instructor availability):

- Calculus AB
- English Language & Composition
- English Literature & Composition
- Environmental Science
- French Language & Culture
- Human Geography
- Psychology
- Spanish Language & Culture
- U.S. Government & Politics
- U.S. History
- World History

AP courses are also offered through BYU, K12, APEX, and other curricula options that offer College Board adoptable AP courses with an AP instructor attached.

Graduation Requirements

High school graduation requirements and college entrance requirements are not the same. Course selection should be based on academic, career, and personal interest. Student interests and goals should guide the path through high school.

College admission requirements will vary from school to school, it is recommended that students check admission requirements before applying to their college of choice. Students can always reach out to their Counselor if they have questions about graduation requirements or the college admission process.

Subject Area	Graduation Requirements	Total Credits
Social Studies	6 semester courses <i>(Must include 1 year of US History, 1 year World History, 1 semester of Government, and 1 semester of Economics)</i>	30
English	6 semester courses	30
Math	4 semester courses <i>(Algebra 1 must be completed)</i>	20
Science	4 semester courses <i>(Must include 1 year of Physical Science and 1 year of Life Science)</i>	20
Visual & Performing Arts	2 semester courses	10
World Language		
Electives	18 semester courses	90
Total =		200 Credits

* Please note that once a subject area graduation requirement has been fulfilled, all excess credits will be rolled over to the Electives category.

Suggested Course Sequence			
9 th Grade	10 th Grade	11 th Grade	12 th Grade

<ul style="list-style-type: none"> • English 9 • Algebra 1 • Physical Science <i>or</i> Earth Science • Elective / Elective • Elective / Elective 	<ul style="list-style-type: none"> • English 10 • World History • Math • Biology • Elective / Elective 	<ul style="list-style-type: none"> • English 11 • US History • World Language <i>or</i> Visual & Performing Arts • Elective / Elective • Elective / Elective 	<ul style="list-style-type: none"> • Economics <i>and</i> Government • Elective / Elective • Elective / Elective • Elective / Elective • Elective / Elective
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4-year College Entrance Requirements

Students who plan to apply to a 4-year college right after high school graduation should plan to meet “a-g” requirements. These requirements are mandatory for students who apply to the CSU or UC systems, and recommended for students who plan to apply to private and out-of-state colleges and universities. The “a-g” requirements are summarized below:

A-G	Subject Area	Subject Requirement
a	History Social Science	2 years <i>(1 year of World History and 1 year of US History, or ½ year of US History and ½ year of Government)</i>
b	English	4 years
c	Mathematics	3 years <i>(Algebra or higher)</i>
d	Laboratory Science	2 years <i>(At least 2 of the 3 disciplines of Biology, Chemistry, and Physics)</i>
e	Language Other Than English	2 years <i>(Must be 2 years of the same language)</i>
f	Visual & Performing Arts	1 year
g	College-Preparatory Elective	1 year

Students who plan to apply to the UC or CSU systems will need to take courses that are “a-g” approved. All “a-g” courses must be completed with a grade of C or better. There are alternative ways to meet “a-g” requirements through testing and community college courses. Students can check the progress of their “a-g” requirements by consulting with their counselor.

Subject requirements will vary for private and out-of-state colleges and universities. However, most students who are eligible for UC admission and fulfill the “a-g” requirements will also likely meet the admission requirements for most of the private and out-of-state colleges and universities.

Students should also plan to take the SAT or ACT. SAT Subject Tests are usually optional; however, students who are applying to specific departments or highly selective schools will want to check with admissions office of the college or university of interest to verify requirements.

For more information, please visit the sites below:

- ["A-G" Requirements](#)
- [The Cottonwood's "a-g" Course List](#)
- [SAT Information](#)
- [ACT Information](#)

High School Elective Credit for 7th & 8th Graders

The Cottonwood School will grant high school elective credit for high school core courses taken by 7th and 8th grade students. As a parent choice school, we allow 7th and 8th graders to take high school courses, but it is important to consider how taking courses in middle school will affect high school and college before choosing this option for your student. Please contact Megan Workman (megan@inspireschools.org) to discuss starting high school courses early prior to enrolling in high school level course.

Academic Expectations

TK-8th Grade

Families choose to enroll at TCS for a variety of reasons, but at the cornerstone of each decision is a supportive partnership between the family and their chosen/assigned credentialed Homeschool Teacher. Our school provides the tools and guidance for students to experience a high quality education by providing access to personalized curriculum and instruction. Students need to be engaged in learning each school day. Families and credentialed Homeschool Teachers work together to provide support for struggling students. Families are required to meet with their credentialed Homeschool Teacher once every 20 school days.

High School

All high school students enrolled at TCS will discuss and create an Individualized Graduation Plan (IGP) with their Homeschool Teacher. Short and long term goals will be created based on the needs of each student. A guidance counselor is also assigned to each student and will review the IGP. Students must be enrolled in a minimum of four courses each semester and should complete a minimum of five courses each semester (25 units) to remain on track for graduation. Students are expected to meet with their teacher regularly to ensure adequate progress is made toward completing courses.

I CAN Statements

I CAN statements are family friendly guides that can be used help your family and ensure your students are on track for their grade level. All learning objectives for Math, Language Arts, Science and Social Studies are provided, written in family-friendly language. I CAN statements help make grade level learning targets clear for families and they address the standards students of the same grade learn in all public schools.

Academic Integrity

The Cottonwood School urges students to conduct themselves ethically and honorably. It is expected that the grade a student earns is based upon work that the student has completed.

By definition, Academic Integrity is the moral code or ethical policy of academia. This includes values such as avoidance of cheating or plagiarism; maintenance of academic standards; honesty and rigor in academic work.

The following behaviors may be considered as acts that do not uphold Academic Integrity:

- Plagiarism
- Talking during a proctored exam

- Copying another student's test/assignment
- Allowing others to copy your work
- Exchanging assignments with other students (either handwritten or computer generated)
- Using a computer or other means to translate an assignment/part of a World Language assignment to another language
- Using summaries or commentaries (Cliff Notes, Spark Notes) in lieu of reading the assigned materials
- Submitting purchased papers
- Altering a grade (on a computer, on a report card, on an assignment)
- Taking an exam for someone else
- Using bribery/blackmail/threats

Any student known to have acted without academic integrity will be subject to disciplinary action in the following manner:

- **First offense:** A grade of F and/or 0% on the assignment/exam with a chance to resubmit within 1 week and parent/guardian notification
- **Second offense:** A grade of F and/or 0% on the assignment/exam with no resubmit and conference with parent/guardian
- **Third offense:** A grade of F in the class, in person conference, and placement on Academic Probation for 1 year
- **Fourth offense:** Disciplinary hearing; possible expulsion from the school

Students placed on Academic Probation may be subject to the following consequences:

- Copy of cheating referral placed in permanent cumulative file
- Proctored unit tests and finals by a The Cottonwood School staff member
- Restricted from participating in school activities (field trips, prom, graduation)
- Ineligible to receive letters of recommendation from staff and faculty

Report Cards

Report Cards - TK-8th

At The Cottonwood School, students, parents, and teachers work in partnership to design personalized learning plans and goals. The credentialed Homeschool Teacher affirms the learning plan and is guided by the I CAN statements.

Report Cards are not required for grades TK-8, but families may request them from their teacher. While TK-8 report cards are not required, they are sometimes necessary for other student endeavors such as sports teams, insurance, government verifications, etc. Please consider your family participation in these types of activities when deciding to request a report card or not. We highly recommend that parents of 7th and 8th grade students request a report card as this type of documentation is frequently requested when transitioning into a traditional high school setting. If you do not request a report card, nothing will be stored in a student's cumulative file.

Parents of TK-8th grade students have three (3) Report Card options (Option B is the default if you do not make a selection):

- **Option A:** I would like my teacher to create a Report Card and I would like a copy filed in my student's Cumulative Record.
- **Option B:** I would like my teacher to create a Report Card and I would NOT like a copy filed in my student's Cumulative Record.
- **Option C:** I DO NOT want a Report Card to be generated.

Your Homeschool Teacher will communicate directly with you to ask which option you would like for Report Cards.

Review of Student Work

Families share all of the learning that has occurred during their monthly meetings with their teachers. Teachers work with the family to review and reflect on student learning. Teachers will use the shared information to determine mastery of standards and match these to the I CAN statements, determining a score of 1-4 as indicated in the chart below.

It is our school's policy and practice that individual student data is never shared with anyone other than the parent and teacher. The data is used solely to show grade level and school-wide trends for accreditation purposes.

Progress Indicators

Progress Indicators (PI) will be assigned for your student by your Homeschool Teacher four times during the school year. The Progress Indicators are used to gather school-wide data on grade level progress as it relates to the state standards. The data is used by TCS when we are required to report the effectiveness of our academic program to stakeholders such as our charter authorizers and our School Board.

Indicator	Description
4	Significant Progress 85-100%
3	Adequate Progress 70-84%
2	Some Progress 60-69%
1	Little to No Progress <59%

Report Cards - High School

All 9th -12th grade students are required to have a report card issued at the conclusion of each semester and are unable to opt out. Semester report cards will be based on progress made in the student's assigned high school courses.

Students in high school earn letter grades. High school students need to complete requirements and lessons as outlined by their Homeschool Teacher or by the High School Content Teacher, as applicable.

The chart below shows the grading rubric for quality of assigned work:

Percentage	Grade
90-100%	A
80-89%	B
70-79%	C
60-69%	D
59 and below	F

Attendance

- Parent/guardian is responsible for ensuring that their child is actively engaged in learning each school day.
- Monthly Student Learning Log (Attendance Log) must be signed and submitted to your Homeschool Teacher at the end of each month. The Homeschool Teacher will communicate with individual families/students on the collection process of this document.
- The following are acceptable reasons for not logging attendance: prolonged illness, hospitalization, bereavement, family emergency, natural disaster. In such cases the absences would be considered excused. Some instances may require verification, such as a doctor's note, to be provided to your teacher.
- Homeschool Teachers will be knowledgeable of student progress, learning, and engagement in school. This can occur at regularly scheduled meetings, calls, emails, and or other methods.
- If the Homeschool Teacher is unable to obtain knowledge of the progress, learning, and engagement in school, attempts to contact will be documented and a non-compliance letter may be sent. After multiple failed attempts to contact a family, the school may deem that enrollment in The Cottonwood School is not in the best interest of the student and he/she may be subject to withdrawal. (Refer to Non-Compliance Policy on page 37)

Withdrawing Your Student From The Cottonwood School

To withdraw your student from The Cottonwood School please provide your Homeschool Teacher with the following information:

- Last date of The Cottonwood School attendance
- Name of school or school district your student will be enrolling in
- Reason for withdrawal

Once this information is received your Homeschool Teacher will assist you with the materials return process. All school property must be returned to The Cottonwood School.

Special Education

The Cottonwood School personnel are committed to identifying and serving students who have exceptional needs and are eligible to receive special education supports and services. Our commitment is based on the belief that all students shall have access to a high quality public education.

In cooperation with the El Dorado County Charter SELPA, The Cottonwood School will work to ensure that a Free and Appropriate Public Education (FAPE) is provided to all eligible students with exceptional needs in the student's Least Restrictive Environment (LRE). Specifically, The Cottonwood School will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office of Civil Rights (OCR), and applicable special education policies and practices of the SELPA.

Common Questions

Following are the most common questions that the special education department receives from families regarding special education at The Cottonwood School. Please review and contact the department which serves your child if you would like to discuss these topics further.

What is Special Education?

Special Education is specially designed instruction, supports, and services to meet the unique educational needs of individuals with disabilities, which cannot be met in the general education program. It is an integral part of the total public education system, and special education services are provided:

- In a way that promotes maximum interaction between students with and without exceptional needs;
- At no cost to families; and
- Include a full range of program options to meet the educational and service needs in the least restrictive environment (LRE). --California Education Code Section 56031

Who should you contact when you believe your child may need additional academic support?

Your assigned Homeschool Teacher is the best person to initially discuss any academic questions or concerns with. Your Homeschool Teacher will most likely recommend interventions and/or accommodations for you to use with your child if appropriate.

In the event that you and your Homeschool Teacher need additional guidance in supporting your child, you may request for a Student Study Team (SST) meeting be held. This meeting will document the concerns of school staff and families, identify interventions attempted, and possibly recommend additional interventions. Interventions should be attempted for six to eight weeks and a second SST meeting should be held to document the student's response to intervention. Depending on the successful implementation of the intervention, the SST will contact the Assessment Team for additional support or

recommendations.

How is it determined that a student is eligible to receive special education?

Assessments are the basis for Special Education eligibility, placement, and service decisions. The assessments will be done by professionals who have had specialized training and required certification/licensure. Please note: General Education teachers and parents, who know the students well, play a critical role in understanding a student's academic strengths and struggles and are essential in the process of documenting/identifying areas of needs.

When the school receives a referral for special education, the child's legal guardian will be sent an assessment plan that details the types of assessments being proposed. The child will receive a "full and individual initial evaluation" to determine if the child has a disability and what the child's educational needs are. A full evaluation means that the child shall be assessed in all areas of suspected disability within 60 calendar days of parental consent received by The Cottonwood School via signature on an assessment plan (timelines adjusted for student breaks over five consecutive days).

What is an Individual Education Plan (IEP)?

An IEP is a contractual, legal obligation, on the part of the school stating how the school plans to assist a student once they have been determined eligible for Special Education supports and services. The IEP document is written following the determination of a student's need and eligibility for special education.

The Individual with Disabilities Education Act (IDEA) requires that an IEP include a "statement of measurable annual goals" which allow the child to be involved in and make progress in the general education curriculum and meet each of the child's other educational needs that result from the child's disability." The IEP team develops the IEP document annually and identifies the child's needs, annual goals, objectives, adaptations, services and placement.

What is the role of the parent in an IEP meeting?

Parents are encouraged to participate in the IEP meeting by providing information on which supplementary aids and services, program accommodations, and support for the parent's role as learning coach are needed to help the child progress toward attaining progress in general education curriculum and on their IEP goals. Please speak with your Special Education teacher further regarding the structure of IEP meetings and if you have any questions or concerns.

How are special education services provided at our independent study school?

Students with IEPs are required to participate in special education services as indicated in their IEP documents.

- Specialized Academic Instruction (SAI) is delivered virtually and is taught by experienced and credentialed special education teachers. The format of these sessions are determined by the student's IEP team and based on their academic IEP goals.
- Related Special Education services, such as occupational therapy, speech and language therapy,

etc. may be provided by qualified District staff or via non-public agencies (NPA) contracted with The Cottonwood School. NPAs have a certification with the California Department of Education to work with school aged students and they are carefully selected by The Cottonwood School.

May a family maintain the same special education NPA Providers/individual therapists, if they enroll in The Cottonwood School and year to year?

Each NPA oversees the scheduling and availability of their services providers. Our Special Education Department will confirm an NPA's certification with the California Department of Education, establish a contract with that NPA to start services.

Please note: The Special Education Department is happy to work with families, however we are not able to guarantee that they may maintain the same NPA providers/individual therapists.

Should Special Education Teachers be included in the development of a student's education plan, designed by the Homeschool Teacher?

Whenever possible, it is recommended that a Special Education Teacher be included in the development of a student's education plan, which is designed by the learning coach and Homeschool Teacher. While it is not a requirement, the involvement of the Special Education Teacher provides an opportunity for the team to get a different perspective on how to help support a student's needs, challenges, and strengths.

Shall your Homeschool Teacher collect work samples for students with an IEP?

The Cottonwood's Work Sample policy is the same for all students.

Instructional Funds

Program Description

At The Cottonwood School, we focus on Personalized Learning, a philosophy that truly puts every student first by supporting them in honoring and exploring their unique skills, special gifts, talents, and aspirations. In order to allow families flexibility on their personalized learning path we allocate for each The Cottonwood School student an Instructional Fund account from which families and their teachers carefully select educational products, such as curriculum, technology items, supplemental enrichment materials, and field trip opportunities, and services, such as enrichment lessons and classes to fit their goals. All orders must be secular and are approved by your Homeschool Teacher and/or our Enrichment Staff.

For the 2019-2020 school year, the Instructional Funding is as follows:

- Transitional Kindergarten (TK):
 - TK Students whose 5th birthday is on or before December 2, 2019, \$2,600 total (\$1500 on 7/01/19 and \$1,100 on 12/01/19)
 - TK Students whose 5th birthday is between December 3, 2019 and February 28, 2020, \$1,600 total (\$500 on 7/01/19 and \$1,100 on 12/01/19)
- Kinder-8th Grades: \$2,600 (\$1500 on 7/01/19 and \$1100 on 12/01/19)
- 9th-12th Grades: \$2,800 (\$1700 on 7/01/19 and \$1100 on 12/01/19)

Product:

- Academic Enrichment Materials
- Curriculum
- Technology Items*
- Educational Field Trips

Service:

- Fine Art Lessons & Classes
- Performing Art Lessons & Classes
- Academic Enrichment Classes
- Physical Education Classes
- Tutoring Services
- Driver's Education Courses
- Cooking Classes
- Gardening Classes
- Reading and Writing Classes
- STEM Classes

**The Technology Acceptable Use Acknowledgement must be signed in order to receive the technology equipment. All families receive this form through email at the beginning of the year. All families will have access to the list of approved vendors/service providers and product/material items. This list is updated on a daily basis throughout the school year.*

Instructional Funds can be carried over and used in future school years, so long as the student is enrolled in our school.

All materials ordered through TCS with state funding are the property of TCS. Materials are loaned to enrolled students for educational purposes only. The items must be returned to the school at the commencement of the withdrawal process. All materials must be returned to TCS within thirty days. Families may be billed for any items not returned and student transcripts may be held until all materials are returned.

How to Request Services/Products

1. Visit The Cottonwood School Enrichment Ordering System (EOS) to request any service or product other than technology or The Cottonwood School Adopted Curriculum.
2. The first time a family uses a vendor for service, they will need to sign and submit a waiver form.
3. If families are requesting a service, an Enrichment Certificate will be created and sent via email to the parent. Parents can also access Enrichment Certificates on the EOS. Students are not able to start services without an Enrichment Certificate.
4. Families will present the Enrichment Certificate to the vendor.
5. Each vendor will invoice The Cottonwood School for the services listed on the certificate.
6. The Cottonwood School pays vendors directly. Parents should not pay vendors for The Cottonwood School Student services as we cannot provide payment/reimbursement to families.
7. New for this year, tech devices can be ordered through EOS. To see a current catalog of available devices, please visit techstore.inspireschools.org.

How to Request New Vendors

- If a family would like to use a vendor that is not currently on the approved vendor list, a vendor application can be requested using this link: [Vendor Application](#)
- Product vendors do not need to be pre-approved.
- Our Vendor Welcome Team will contact the vendor. A Vendor Team member will email the family and cc the Homeschool Teacher with notification of approval/non-approval. The vendor list will be updated on a daily basis.
- The vendor approval process is largely dependent on how quickly a vendor returns their application and supporting documents. The process could take a couple days to a couple of weeks. Our goal is to have the vendor approval process completed within two weeks.
- Vendors are often more willing to go through the steps to become an approved vendor if you, the family that is interested in their products or services, let them know that you are requesting their approval through The Cottonwood School. This way they will be aware when the application email arrives to them from us.

Tech Center

Choosing technology can be overwhelming. Our Tech Center helps simplify your selection by providing a curated list of qualified devices, items, and software. All items offered meet internal standards of quality, performance, value, availability, and support. These items can be obtained with Instructional Funds.

Some technology items (e.g. computers, laptops, tablets and printers) require specific configurations, must meet certain standards or be purchased through select suppliers, channels, or agreements.

Tech Costs

Most Tech Center items are business-class devices and are not found in local retail stores, so be certain you are comparing the exact same models and specs. Remember, all taxes (ex. sales tax) and fees (ex. shipping, CA e-waste disposal) are also included in the price you see. Unfortunately, we are not able to price match.

Tech Center pricing also includes software and device licenses, school compliance features, management services, enhanced warranties and damage protection, solid state drives (SSD), protective cases, asset tagging and inventory, packaging materials, shipping both ways, and lifetime support for the device is standard. These items are factored into the Instructional Fund cost of Tech Items.

The following limits have been placed for tech devices assigned to students and families:

- 1 computer per student
- 1 tablet per student
- 1 printer per student

How to place an order

Tech devices are now available through the Enrichment Ordering System and can be ordered in the same fashion as other enrichment items. For a read-only catalog of current offerings, you may visit <https://techstore.inspireschools.org>.

Tech Center Returns

All Tech items are the property of TCS and returns can be submitted to our Technology Department. Please contact us for detailed directions on how to return item(s).

The school is unable to sell any enrichment/technology items to families.

For Tech Center assistance or questions, please call (626) 433-8094 or email tech-help@inspireschools.org.

Parent-Student Information Technology Acceptable Use Policy

It is the mission of The Cottonwood School's Information Technology Department to empower our students with access to technology, information, and digital resources while fostering safe, responsible, and ethical learning environments.

TCS is committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of TCS devices, networks, accounts, and other resources must adhere to TCS policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of TCS. Relevant regulations include (but are not limited to):

- The Family Educational Rights and Privacy Act (FERPA)
- Children's Internet Protection Act (CIPA)
- Individuals with Disabilities Education Act (IDEA)
- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)

DEFINITIONS:

1. TCS, School, Organization, and or We - The Cottonwood School and its subsidiaries, programs, and divisions
2. ITD - The Cottonwood School Information Technology Department
3. You, Your, and or I - The parent/guardian, student, and signer of this Acceptable Use of Technology Policy
4. Resources - Devices, systems, services or networks owned, operated or issued by TCS
5. User - Any person(s) accessing or utilizing TCS resources that is not a resource operator
6. AUP - Parent/Student Information Technology Acceptable Use Policy

USER RESPONSIBILITIES:

Access to TCS technology, resources, and support is a privilege which offers a wealth of educational benefits. To maintain these privileges, all users must agree to, learn about, and comply with all information within this AUP document.

1. You agree to, learn about and comply with all the information outlined in this AUP policy document
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:

- a. Never leaving items unattended
 - b. Never lending, giving or releasing items to a person other than an employee of ITD
 - c. Never removing protective accessories or features (e.g. cases, bumpers)
 - d. Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
 - e. Maintaining student supervision by parent/guardian during access and usage
3. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
4. Parent/guardians are expected to provide supervision and monitor device/Internet access and usage.
5. You are expected to make a reasonable effort to protect your passwords, information and data.
6. You are obligated to notify ITD of continued access to resources beyond student departure (e.g. withdrawal, graduation, expulsion) in the event ITD has not contacted you to do so.
7. Items, devices and resources issued by TCS are School property and must be returned or relinquished to TCS upon request.

ACCEPTABLE USE OF TCS RESOURCES BY USERS:

1. All TCS -issued accounts are intended solely for use by the person authorized to use the account.
2. When sharing or exposing personal information or data online, extreme caution should be exercised.
3. Any information or communication accessible via any TCS network should be assumed private property.
4. TCS reserves the right to verify whether specific uses of TCS technology or networks are consistent with this acceptable use policy.
5. TCS is bound by certain licensing agreements. Users are expected to comply with those agreements.
6. Educational and instructional use as related to TCS only

UNACCEPTABLE USE OF TCS RESOURCES:

1. All commercial or for-profit usage is prohibited.
2. The access, use or transmission of objectionable material (e.g. materials that are obscene, bullying, profane, lewd, threatening, disrespectful, hateful, pornographic) is prohibited.
3. Violation of any local, state or federal laws as well as School, board or administrative policies are prohibited. Example: Federal copyright laws ([Title 17](#), USC)
4. Any attempt to circumvent TCS security measures, content filters or access restricted resources is prohibited.
5. All malicious and nefarious activities are prohibited. Examples include (1) unauthorized trespassing or infiltration of a network or device, (2) the intentional distribution of malware, (3) any attempt to deny a remote service. Malicious actors may also be in violation of *California's unauthorized computer access law, Penal Code 502(c) PC*.

6. The intentional collection, mining or uncovering of personal information, files, passwords belonging to a user other than yourself is prohibited.
7. Impersonation of any user other than yourself is prohibited.
8. Unauthorized falsification or modification of any school records is prohibited.
9. The collection or transmission of personal information (e.g. home address, phone number, personal email) which may be useful to identify an individual without written consent is prohibited.
10. Political lobbying or advertising is prohibited.
11. Unauthorized maintenance, service, repairs, or upgrades are prohibited. TCS owned or operated resources must be maintained by ITD or authorized third parties.

EXPECTATION OF PRIVACY:

For email, networks, systems and other resources owned or operated by TCS, users should have no expectation of privacy. TCS reserves the right to manage and monitor all aspects of its own resources. The following are examples of actions which may be performed for reasons deemed legitimate by TCS:

1. Obtain emails, messages and their attachments transmitted to or through TCS owned or operated email systems
2. Monitor an individual's use of TCS owned resources
3. Locate or track the location of an TCS owned resource
4. Confiscate, search, disable or wipe any TCS owned device, item or their contents/data

Personal devices are private. TCS must obtain permission to access personal devices.

CYBERBULLYING:

Cyberbullying is the use of technology resources to willfully harm either a person or persons through electronic systems (e.g. texts, photos, videos, messages, and social media). Examples of this behavior include but are not limited to:

1. Transmitting false, cruel, hateful or embarrassing information or media targeting others
2. Creating posts or websites that have stories, cartoons, pictures, or jokes ridiculing others
3. Unauthorized access to any resource (e.g. social media, email) for purposes of downloading or transmitting vicious or embarrassing materials
4. Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and transmitting that information or media to others
5. Posting of a student picture without their permission.
6. The use of derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical, or mental health.

STUDENT DEPARTURE:

1. Upon student departure (ex. withdrawal, graduation, or expulsion) from TCS, all issued items must be returned within 30 days. Prepaid return labels and pick up services may be provided at no cost. Please review our *TCS Tech Center and Issued Technology Agreement* for complete details regarding returns.
2. For information regarding technology returns, please review our *TCS Tech Center and Issued Technology Agreement* or contact ITD.

CONTACT INFORMATION:

THE COTTONWOOD SCHOOL INFORMATION TECHNOLOGY DEPARTMENT

Phone: (626) 433-8094

- Email: tech-help@inspireschools.org
- Submit a Request: inspireschools.teamwork.com/support

DISCLAIMER & ACKNOWLEDGEMENTS:

1. TCS reserves the right to modify its policies at any time.
2. All items, devices, and resources issued by TCS are school property. School property must be returned or relinquished to TCS upon request or departure from the school
3. TCS reserve the right to issue penalties (e.g. denial of access to resources, withholding of transcripts) or seek legal remedies in response to non-compliance.
4. Access to TCS technology, resources and support is a privilege, not a right. These privileges are offered at the discretion of TCS.

5. TCS will not be held liable for the information or data retrieved, stored, or transmitted by means of TCS owned or operated resources, devices, networks, or systems.
6. Users should not have an expectation of privacy in the use of TCS resources, email, systems, or networks.
7. Illegal activities performed using TCS devices, networks, and systems may be reported to the proper authorities when discovered.
8. TCS will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries.
9. TCS issued property reported as lost, missing or stolen may be remotely tracked, located and/or disabled at the discretion of TCS.
10. TCS may confiscate and search any TCS technology in the event of policy
11. TCS is not in any way an Internet Service Provider.

USER AGREEMENT:

I have read, understand, and will abide by the above PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY while using any TCS technology and other electronic resources issued, owned or operated by TCS. I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any TCS resource may be limited or revoked, and disciplinary and or legal action may be taken.

BY SIGNING THE PARENT/STUDENT HANDBOOK SIGNATURE OF RECEIPT AND ACKNOWLEDGEMENT SECTION, **YOU AGREE YOU** HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS WITHIN THIS PARENT/STUDENT ACCEPTABLE USE OF TECHNOLOGY POLICY

Non-Compliance Policy

The Cottonwood School Homeschool Teachers partner with families to educate students enrolled in our programs. The partnership is effective if students and parent/guardians are actively participating in our program and meeting enrollment requirements.

Indications that a student is not actively participating in our program include:

- Non-attendance
- Missing or refusing to schedule meetings
- Unable to contact
- Not meeting enrollment requirements
- Not submitting requested work samples
- Making inadequate progress

In these instances TCS may:

- Contact the family by phone and email requesting resolution within two school days.
- Two school days later, if there is not a satisfactory resolution, the Homeschool Teacher will attempt to contact the family again by phone, email, and a letter of non-compliance will be sent to the address on file. The letter will request a resolution within five school days.
- If the issue is resolved, the parent/guardian and teacher will confer to review expectations and create a plan to maintain compliance.
- If the issue is not resolved, the Homeschool Teacher will attempt to contact the family again by phone, email, and a second letter of non-compliance will be sent to the address on file. The letter will request a resolution within five school days. In addition, an Administrative Conference Call will be scheduled to be held no sooner than six days of the date the letter was sent.
- It may be deemed, at that time, that independent study is not the best educational placement for the student and the student may be withdrawn.
- Should a student be Administratively Withdrawn, the student is not eligible to re-enroll in the school for at minimum, one full academic school year.

Work Samples

To meet California Independent Study Guidelines, Work Samples will be required and collected at the end of each Learning Period. Students are required to submit work samples as requested by their Homeschool Teacher to demonstrate and document student learning. Failure to provide work samples may jeopardize your child's enrollment status at The Cottonwood School.

Acceptable Work Sample Criteria:

- Original or scanned PDF version
- Demonstrates neat and organized work

- Demonstrates a good reflection of your child's learning and abilities
- Includes student's name and date in the top right hand corner
- The sample needs to be completed and dated within the collection Learning Period
- Must be non-sectarian (non-religious)
- Photographs must include a summary from the student's perspective
- Samples may be typed or handwritten by the student. Younger students may dictate to the parent to write or type for them

Non-Compliant Work Samples Include:

- Scanned documents that are difficult to read or are very light
- A scanned or printed document of a certificate of completion or report from an online learning platform
- Samples completed and dated not within the Learning Period
- A photograph which does not include the student's summary of the project/concept
- Incomplete worksheets or work

Testing & Assessment

Assessment data is critical to The Cottonwood School. Essentially, assessments are one indicator of student learning. Using assessment data is not only a healthy thing to do internally as a school community, but also a required part of the WASC accreditation process and the charter renewal process.

WASC accreditation shows that a school has met and is maintaining a high level of standards. Furthermore, having WASC accreditation validates the integrity of the school's program for transfer students and transcripts for university acceptance. Many of our families put great value on WASC accreditation. In order to receive WASC accreditation, a school must go through a rigorous process of describing, demonstrating, and evaluating its instructional program through a school-wide action plan.

It is a wonderful accomplishment for a school to be accredited, but the work is not finished. Maintaining accreditation is an ongoing cycle of managing change and improvement through regular assessment, planning, implementing, monitoring and reassessing. The Cottonwood School is involved in the WASC cycle.

Assessment data is also an important piece in our charter renewal process. All charter schools are authorized by a sponsoring school district. The authorizer is granting permission to the petitioning organization to make their own independent decisions and operate their own school. In return, the charter school needs to demonstrate compliance with the essential terms of the charter, which include Ed Code, student achievement, governance, reporting requirements, etc. The Cottonwood School must remain in good standing with the authorizer. Without authorization, we have no charter! Authorizers gauge compliance and achievement with assessment data. Scores at the individual student level are never shared, and privacy of student names is maintained according to federal laws that protect students.

It is very important to the school that all students participate in school wide assessment. We do our very best to listen to the needs of parents and students. We hope this year there are positive changes for you and your child with the different assessment adoptions.

State Standardized Tests – California Assessment of Student Performance and Progress (CAASPP)

As students of a public charter school, our students participate in the following state standardized tests:

- Grades 3 – 8: Smarter Balanced Assessment Consortium (SBAC)
- Grade 11: Smarter Balanced Assessment Consortium (SBAC)
- Grades 5, 8, and one time in High School during the year of their last science course: California Standards Test for Science (CAST)
- Grades 5, 7 and 9: Physical Fitness Test (PFT)
- ELPAC: English Language Proficiency Assessments for California (English Learners only)

As a public charter school we receive state funds that each student accesses when they use their Instructional Funds.

Participation rates are critical to the success of our school. A public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its students participate in any assessment, the school runs the risk of receiving a serious penalty by the state of California.

The Cottonwood School faculty administers all state standardized tests at facilities located within driving distance of your home. A testing schedule will be provided to you from your teacher. Individual student performance results on statewide achievement testing will be made available to parents that would like a copy.

Often our families have questions or concerns about the SBAC/CAST assessments. At The Cottonwood School we want our families to feel informed about assessments so they are prepared and feel more comfortable partaking. We have created [Parent Testing Videos and Resources](#) for this purpose. We also ask that you work closely with your teacher so your student can be assigned any designated supports that would help them during their testing session.

Star 360

The Cottonwood School believes that ongoing assessments will help to inform instructional practices. The Star 360 is not designed to find flaws but rather to build strength and skills necessary to become successful in the student's educational career.

TCS chose Star 360 because of its adaptive and non-adaptive nature and the diagnostic tool pinpoints students' needs down to the sub-skill level. Star 360 provides data-driven insights and support for successful implementation of the new standards. Star 360 has a custom assessment (paper-pencil version) that can be used in place of the adaptive assessment. TCS will provide the parents with the results of Star 360, so the parent and teacher can work together to create a personalized learning plan for each student.

Assessments allow our teachers to monitor student growth and performance consistently and continuously over a student's entire K-12 career. The questions will automatically change the level of difficulty, thus "adaptive," based on student response patterns. The non-adaptive paper pencil version of Star 360 will allow students to show mastery in standards over the course of the year and we can still measure growth and use these assessments to drive our instruction.

Star 360 Testing will occur up to three times a year, typically in the fall, winter, and spring of each year.

Testing for English Language Learners

California state law requires that the ELPAC be given each year to English Learners. The ELPAC (English Language Proficiency Assessments for California) is a test that measures how well a student can listen, speak, read, and write in English. The purpose of ELPAC is to ensure all students receive adequate support to succeed.

New students that have declared another language besides English on their home language survey must be assessed. This includes TK students. Students that have been previously designated as English Learners at another public school (even if it was years ago) must be tested by law every year until they reach a level of proficiency and are reclassified. At that point they will no longer need to take the test.

Records Department

The Records Department supports families by maintaining student records and will process requests for various documents such as work permits, enrollment verification, report cards, and transcripts.

Document Requested	Expected Time of Processing
Work Permit	2-3 Business Days
Enrollment Verification	2-3 Business Days
Copies of Grades & Official/Unofficial Transcripts	3-5 Business Days
Copies of CUME (Student Records)	3-5 Business Days

Work Permits

There are two types of work permits: Entertainment and Non-Entertainment

- **Entertainment Work Permits** are obtained from the entertainment industry employer, filled out, and sent to records@inspireschools.org,
- **Non-Entertainment Work Permits** are different. Before the Records Department can fill out a regular work permit, the employer needs to provide the student a **B1-1** permit (think of this as the permit to attain a permit). This is important because it tells our department where the student wishes to work. Once the **B1-1** permit is sent to records@inspireschools.org, one of our Records specialists will fill it out and provide a **B1-4** at the same time. The **B1-4** is the actual permit.

Concurrent, College Enrollment Exceptions

For all concurrent, college enrollment requests, please send applications and inquiries to your Guidance Counselor. There is a minimum five (5) business day turnaround for these applications, so please plan accordingly.

Call (626) 317-0112 Ext 1138 if you have any comments, questions, or concerns regarding the Records Department.

Harassment

It is the policy of TCS to prohibit harassment by any means, including but not limited to: sexual, physical, verbal, written, electronic, mental, emotional and visual harassment, intimidation, bullying, and cyberbullying. Whether direct or indirect, such intentional acts substantially harm and interfere with a student's education, threaten the overall educational environment, and disrupt the operation of school.

Harassment for any reason including, but not limited to: race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), immigration status, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy or childbirth), gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or association with a person or group with one or more of the aforementioned characteristics or any other legally protected category is a violation of both state and federal law. Verified harassers may face loss of computer or other special privileges, suspension, or expulsion. Any disciplinary action will be determined by the school administrators and board of directors. In addition, when any kind of threat is communicated or when a hate crime is committed, the administration will report such crimes to local law enforcement officials. Harassers may also be subject to civil and criminal liability for any such unlawful behavior.

TCS will take measures against harassment. This includes any act that takes place on or immediately adjacent to the location of any school event, at any school-sponsored activity, on school-provided transportation, or off-campus activities that cause or threaten to cause a substantial and material disruption at school or interfere with the rights of students to be secure.

In situations in which electronic or cyber bullying originates from a non-school computer, but is brought to the attention of school officials, any disciplinary action shall be based upon whether the conduct is determined to be so severely disruptive of the educational process that it markedly interrupts or severely impedes the student learning..

It is important to understand that jokes, stories, cartoons, nicknames, the sending or posting of inappropriate and hurtful email messages, instant messages, text messages, digital pictures or images, or website postings, including blogs and comments that violate school, state, and federal law may be offensive to others and will not be tolerated.

If you feel you have been a victim of harassment or are being bullied, inform your Homeschool Teacher or school administrator immediately. Keeping quiet or ignoring the problem will not make it go away. The teacher or school administrator will document the events, contact the appropriate parties, and appropriate steps will be taken.

Expulsion & Suspension

Definition of Expulsion

Expulsion shall be defined as permanent dismissal from TCS, without re-enrollment privileges, and must be approved by the TCS Charter Board or their authorized designee.

Definition of Suspension

Suspensions shall be defined as a temporary leave of absence from TCS that may occur at the discretion of the individual TCS Homeschool Teacher, Regional Administrator, or the TCS Charter Board.

Grounds for Suspension and Expulsion

A student may be subject to suspension and/or expulsion when it is determined that he/she, while on or within view of, vendor locations, at a school sponsored activity/field trip, or online.

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object.
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to: cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew, and packets. This restriction shall not prohibit a student from using or possessing his/her own prescription products.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, Charter School's Board of Directors, or designee(s)'s concurrence.
- Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- Harassed, threatened, or intimidated a student who is a witness or complaining witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Made terrorist threats against school officials, students, and/or school property.
- Committed sexual harassment as defined in Education Code 212.5.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as

defined in Education Code 33032.5.

- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment including, but not limited to, acts outlined in the Harassment section.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - Placing a reasonable student or students in fear of harm to that student’s or those students’ person or property.
 - Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - Causing a reasonable student to experience substantial interference with his or her academic performance.
 - Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

Note: Pursuant to Education Code 48900.7, the making of a terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out.

Suspension & Expulsion for Students with Disabilities

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act or Section 504 of the federal Rehabilitation Act of 1973 is subject to the same grounds for suspension and expulsion which apply to general education students. All the procedural safeguards established by Charter School policies and regulations shall be observed in considering the suspension or expulsion of students with disabilities. In the case of a suspension or an expulsion of a student identified as having special education needs, TCS shall comply with federal and state law.

Due Process Statement

TCS shall provide for the fair treatment of students facing suspension and expulsion by affording them due-process rights. Rules regarding suspension and expulsion shall be revised periodically as required by any changes in TCS policy, regulation, or law.

In all cases, TCS disciplinary policies shall afford students due process. To this end, the TCS Charter Board shall develop rules and regulations governing the procedures by which students may be suspended or expelled.

In the event of an expulsion, a student will be entitled to written notice of the grounds for their proposed removal and will be given a full due-process hearing in regard to the proposed expulsion. Parent(s)/guardian(s) will also be given written notice in advance of said hearing so that they may attend. TCS will maintain a record of the notice and of the hearing. The student will also be entitled to appeal a decision to expel said student, pursuant to the appeal procedures established by the TCS Charter Board.

Grievance Policy and Procedure

TCS is committed to achieving student/family satisfaction. The following procedure was developed to ensure that student, family and The Cottonwood School staff grievances are addressed fairly by the appropriate persons in a timely manner. TCS prohibits discrimination against students/families on the basis of ethnicity, sex, ancestry, physical or mental disability, race, color, gender, national origin, sexual orientation or religion.

The parent/guardian will address in writing any concern or grievance initially with the student's Homeschool Teacher and supervisor. Both Homeschool Teacher and supervisor will respond within ten (10) school days.

If the concern or grievance is not resolved, the parent/guardian may, within ten (10) school days, request a meeting with school leadership to discuss the concern or grievance. The Sr. Director will investigate and respond with ten (10) school days.

A written email and letter will be sent to the family that will address the concern and outcome.

Family Educational Rights and Privacy Act (FERPA)

Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day The Cottonwood School receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask TCS to amend a record should write the school

principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by TCS to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

Signature of Receipt & Acknowledgement

By signing, you are agreeing to the policies and procedures of the Parent Student Handbook including, but not limited to:

- Enrollment Requirements
- Academic Expectations
- Report Cards & Grading
- Attendance
- Non-Compliance
- Work Samples
- Technology Usage
- Testing & Assessments
- Behavioral Expectations
- Instructional Funding
- Academic Integrity

Student Name (Please Print): _____

Student Signature: _____ Date: _____

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____

Amendment to District Office Service Agreement dated September 21, 2019

The Parties to the District Office Service Agreement dated September 21, 2019 agree to amend section 13 to allow School to participate in a joint insurance purchasing program managed by Provenance, if approved by School.

Accordingly, Section 13 is amended to read:

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage.

b. IDO shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage.

c. IDO shall name School as an additional insured under its professional liability, general liability, and auto liability coverages.

d. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

e. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of IDO.

f. Notwithstanding the foregoing, School may obtain insurance through joint purchases with other Inspire model schools and IDO to secure cost-effective coverages.

The Chief Executive Officer of School is authorized to approve participation in a joint insurance purchasing program if deemed advantageous to School

Approved this September 21, 2019.

Provenance, dba, Inspire District Office, a
California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

Date: _____, 2019

The Cottonwood School, a California nonprofit
public benefit corporation and charter school

By: _____

Name: _____

Its: _____

Date: _____, 2019

**EDUCATION AND SUPPORT SERVICES AGREEMENT
BETWEEN INSPIRE DISTRICT OFFICE
AND THE COTTONWOOD SCHOOL**

This Education and Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2019 (“**Effective Date**”) by and between Provenance, (doing business as Inspire District Office), a California nonprofit public benefit corporation (“**IDO**”) and The Cottonwood School, a public charter school organized as a California nonprofit public benefit corporation (“**School**”). IDO and School may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this Agreement.

WHEREAS, IDO, a nonprofit corporation with tax exempt status as a supporting organization under section 501(c)(3) of the Internal Revenue Code, is in the business of providing educational goods and administrative services to charter schools that are operated by separate corporations doing business under the trade-name of Inspire (collectively the “Inspire Charter Schools”) and using the business methods and proprietary goods and services developed by IDO and by Inspire-model schools, and implementing the ethos of Inspire schools to provide high quality learning opportunities through a Personalized Learning Model, partnering with parents and embracing homeschooling within the framework of a public charter school.;

WHEREAS, School is authorized by Buckeye Union Elementary School District (“**District**”) to operate a California charter school for a term of five (5) years, from July 1, 2018 through June 30, 2023, pursuant to a petition granted by District dated January 17, 2018 (“**Charter**”).

WHEREAS, the Charter provides that the School will implement the Inspire independent study model and may contract for educational and administrative support services;

WHEREAS, subject to the terms and conditions contained in this Agreement, School now desires to contract with IDO for educational and administrative support services;

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the Charter, and that this Agreement provides for IDO to deliver educational goods and task-related services that are performed at the direction of the governing body of the School and over which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties and Scope of Authority. The relationship created by this Agreement between the Parties is that of an independent contractor, not a partnership, joint venture, or employment relationship. Under this Agreement, IDO will deliver goods and perform task-related services at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing operation of the School. The governing body of the School, and not IDO, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring School adheres to all applicable law and is accountable to the authorizing District pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall

comply with applicable transparency laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and effective January 1, 2020, the provisions of Government Code section 1090, et seq..

c. To the extent not otherwise specified as a duty of IDO pursuant to the scope of Services, all duties applicable to the proper operation of School and maintenance of applicable academic standards shall remain the responsibility of School.

d. School shall pay for an annual audit of School to be conducted in compliance with California law and regulations. The annual audit shall be performed by an independent certified public accountant selected and retained by the governing body of the School.

e. While IDO may make recommendations to the governing body of the School regarding any arrangements for legal services for School pursuant to the scope of Services, School and its governing body may hire legal counsel as School may deem appropriate and necessary.

f. IDO will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside IDO's and/or School's reasonable control or would require IDO or School to violate applicable law or cause IDO to be considered an "entity managing a charter school" per Education Code section 47604.1(a).

g. IDO will provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that IDO is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

2. Independent Contractor. Nothing in this Agreement shall confer upon any IDO or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All IDO employees providing services to School shall be and remain employed by IDO and shall at all times be subject to the direction, supervision and control of IDO. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any IDO employee providing services to the School. IDO shall not have any right to terminate the employment of any School employee.

c. The Parties agree that IDO shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with IDO and IDO will assist with providing payroll and related services pursuant to the scope of Services.

d. IDO certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and IDO shall otherwise comply with that statute.

3. Services Provided by IDO. During the term of this Agreement, IDO shall provide to School the services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the “**Services**”). IDO is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. IDO reserves the right to sub-contract with a third party for the provision of any of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the annual fee commensurately pursuant to Section 5, if necessary, and IDO shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.

4. Term. The term of this Agreement shall commence on July 1, 2019 and continue through June 30, 2024. This Agreement may be renewed for consecutive terms upon mutual written agreement of the Parties.

5. Annual Fee. As compensation for the Services, School shall pay IDO an annual fee of fifteen percent (15 %) (3.5% allocated to operational/administrative services and, 11.5% to licensing the Inspire IP described in Attachment B, including the provision of supporting educational goods and services) of the School’s annual **Revenues**. For purposes of this Agreement, Revenues shall mean the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code section 42238.02 and implemented by Section 42238.3. Revenues shall not include one-time or federal restricted grant funds such as PCSGP grants or other federal funding programs.

a. Beginning July 1, 2018, the annual fee shall be paid by **SCHOOL** to **IDO** in twelve (12) monthly installments per year with each monthly payment being due no later than the tenth (10th) day of each month in which a payment is due. The amount of each monthly installment shall be based upon **SCHOOL**’s current school year budgeted **Revenue**.

b. At the end of each fiscal year after the P-2 ADA certification by the California Department of Education, which should occur no later than June 30th, a reconciliation of payments shall be made based upon **SCHOOL**’s actual **Revenues** in said year. In the event that the total amount of installment payments made by **SCHOOL** for the subject year exceeds the total amount due based upon **SCHOOL**’s actual **Revenues**, IDO shall refund the total amount of said overpayment to **SCHOOL** within thirty (30) days of the end of the fiscal year. In the event that the total amount of installment payments made by **SCHOOL** for the subject year is less than the total amount due based upon **SCHOOL**’s actual **Revenues**, **SCHOOL** shall pay the total amount of said underpayment to **IDO** within thirty (30) days of the end of the fiscal year.

c. In the event this Agreement is renewed, the annual fee shall be reviewed and renegotiated by the Parties.

6. Costs. In addition to the annual fee, School shall reimburse IDO for direct “pass-through” costs and expenses incurred in performing the Services, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of, or on behalf of the School; platform subscription fees (e.g. student information systems, learning management systems); travel (including mileage, airfare, lodging, meals, and ground transportation); filing or corporate fees; marketing and development costs incurred solely for School (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by IDO at the request of or on behalf of the School. However, no costs will be owed for services provided by subcontractors, such as Charter Impact [or legal counsel?]

a. In the event that IDO purchases equipment, materials, or supplies at the request of or on behalf of the School, IDO shall comply with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that IDO purchases on behalf of the School shall be and remain the property of the School.

b. Marketing and development costs charged to School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing of the Inspire brand or development of IDO goods, services or intellectual property.

c. All reimbursable costs of IDO charged to School shall be itemized on IDO invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Annual Notices. As a supporting organization to School, IDO shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to School, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to IDO, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for IDO to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with IDO to facilitate IDO's effective performance and delivery of the Services.

9. Conflicts of Interest. School and IDO recognize that it is important that School be assured that IDO staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. IDO acknowledges that School may require certain IDO staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that Act. IDO also agrees to adopt and provide to School copies of conflict of interest policies required by the IRS, as well as an anti-nepotism policy and a policy regarding inconsistent employment for compensation, which policies shall meet Federal requirements for grant and funding program administration.

10. Non-Exclusive, Non-Transferable Intellectual Property License. IDO grants School a non-exclusive, non-transferable irrevocable, United States limited license to use, display and print graphic images of the Inspire IP in connection with School's operation of the Charter. The Inspire IP is described in Attachment B and may include copyrights, patents, trademarks, technology, and intellectual property of every kind (the "***Inspire IP***"). The Parties acknowledge that IDO has extensively invested in developing and improving the Inspire IP and in marketing, refining, advertising, promoting, and publicizing it, all of which have become well and favorably known to the public throughout the United States, and as a result of such efforts, IDO has acquired valuable goodwill therein. The non-exclusive, non-transferable license granted to School is subject to the following terms and conditions:

a. **Ownership.** School acknowledges the ownership of the Inspire IP in IDO and shall do nothing inconsistent with such ownership. School acknowledges that all use of the Inspire IP shall inure to the benefit of and be on behalf of IDO. School acknowledges that nothing in this Agreement shall give School any right, title, or interest in and to the Inspire IP other than the right to use the intellectual property in accordance with the terms of this Agreement.

b. **Quality Standards.** School shall not utilize the Inspire IP in any manner that would

diminish their value or harm the reputation of IDO or any other Inspire organization. The nature and quality of all services rendered by School in connection with the Inspire IP, all goods sold by School under the Inspire IP, and all related advertising, promotional and other related uses of the Inspire IP by School shall conform to standards set by and be under the control of IDO.

c. School agrees that School will not frame, copy, or feature any trademarks, logos, content from IDO's websites or marketing materials at any website owned or controlled by School without IDO's prior express written permission.

d. Neither School nor any entity owned or controlled by them will directly or indirectly file, apply for, prosecute, register, maintain, obtain, and/or acquire any domain names, trademark applications, or trademark registrations, for any mark or name comprised of or containing the Inspire IP, or for any other confusingly similar marks, names, or terms. Further, neither School nor any entity owned or controlled by School will directly or indirectly challenge, contest, or interfere with IDO's ownership, use, registration, or enforcement of its Inspire IP.

e. School shall not have the right to grant a license, sublicense, or any other rights to the Inspire IP.

f. The license and rights granted to School herein are subject to any limitations imposed by any applicable government grant or government contract entered into by IDO.

g. School shall use the Inspire IP only in the manner and for the duration expressly permitted in writing by IDO.

h. Upon termination or expiration of this Agreement, School shall have no right to make any use whatsoever of the Inspire IP and must remove all Inspire IP previously used by School in accordance with section 14, Termination.

i. Infringement Proceedings. School shall promptly inform IDO of any infringements or other violations of the Inspire IP. IDO shall have the exclusive right at its sole discretion to determine whether to take any action, including litigation, against such infringements or other violations. For any such action IDO decides to take: (a) School will reasonably cooperate with and assist IDO; (b) IDO shall bear all costs, attorney's fees, and expenses; and (c) IDO shall receive and retain all monetary awards, judgments, damages, and settlement proceeds. If IDO decides not to take any action against an infringement or other violation of the Inspire IP, IDO will notify School of its decision, at which time School may request IDO's permission for School to take action, including litigation. If IDO permits School to take action: (a) IDO will reasonably cooperate with and assist School; (b) School will bear all costs, attorney's fees, and expenses; (c) School will obtain IDO's prior approval of any settlement, such approval to not be unreasonably withheld; and (e) School will receive and retain all monetary awards, judgments, damages, and settlements proceeds.

j. Notwithstanding the foregoing, ISO shall own all proprietary rights to curriculum or educational materials that: (1) are both directly developed and paid for by School; or (2) were developed by IDO at the direction of the governing body of the School with School funds dedicated for the specific purpose of developing such curriculum or materials unless otherwise agreed in writing.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall

maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. All School records shall be physically or electronically available, upon School's request, at the School's physical location. Records shall also be made available to School electronically on IDO's software platforms, when such platforms exist.

d. The finance and other records of the School maintained by IDO shall be made available the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. IDO and School will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. IDO is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. IDO shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing IDO to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. IDO shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by School. IDO shall protect the pupil

records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. IDO will designate and train responsible individuals to ensure the security and confidentiality of pupil records. IDO shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, IDO shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

c. IDO shall allow parents, legal guardians and eligible students to access their student records in compliance with applicable federal and state law. If such access is not immediately available through access to the electronic record system, IDO shall provide access to the requested records via a secure means within five (5) business days of the request for such information, or such other time as the parties agree.

d. IDO shall provide a process and contact information to allow parents, legal guardians and eligible students to make written requests to modify erroneous student records as required under federal and state law in accordance with School policies.

e. Within 60 days of the termination or expiration of this Agreement, IDO shall certify in writing that protected student information in the possession of IDO shall be returned and/or destroyed.

f. Prohibition on Targeted Marketing. IDO shall not use PII in pupil records to engage in targeted advertising contrary to California law.

g. Cyber Liability Insurance and Indemnity. IDO shall obtain and maintain for the Term of this Agreement Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) aggregate including but not limited to coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of information, business interruption, cyber extortion and corruption, and denial of service.

h. IDO shall indemnify, defend and hold School (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including School's costs and reasonable attorney's fees, which arise as a result of any such unauthorized disclosures or misuse of pupil records through the services provided by IDO, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of School.

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage.

b. IDO shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

c. IDO shall name School as an additional insured under its professional liability, general liability, and auto liability coverages.

d. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

e. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of IDO.

f. Notwithstanding the foregoing, School may obtain insurance through joint purchases with other Inspire model schools and IDO to secure cost-effective coverages.

14. Termination.

a. Either Party may terminate this Agreement without cause or a financial penalty upon written notice to the other Party, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of School and IDO in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the statutory and/or regulatory changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. School shall pay IDO any due and unpaid portion of the annual fee and costs for Services performed by IDO until the effective date of termination.

ii. IDO shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse IDO for all reasonable expenses incurred by IDO in providing such transition assistance.

iii. School shall cease all use of the Inspire IP, as described in Attachment B, as soon as reasonably practicable, but in no event later than 180 days or the end of the then current School fiscal year.

iv. IDO shall offer to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

v. As soon as practicable, IDO shall return to School and/or destroy, as appropriate, all student-related, fiscal, and other records of School maintained by IDO.

15. Liability. Each of the Parties shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

16. Indemnification. The Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

17. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

18. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

19. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation.

20. Notice. All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To IDO:

Email: dr.jayne.gray@gmail.com

To School:

Email: joshmottashed@me.com

Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

21. Amendments. No supplement, modification, or amendment of this Agreement or the Services described in Attachment A shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the annual fee, if necessary. Such amendments may be negotiated directly

by staff of School and IDO at any time, and shall be brought to the governing bodies of School and IDO respectively to approve or ratify.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, or to enter into a lease-purchase agreement or other financing relationships with IDO, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate IDO and continue operation of the School.

23. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

24. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

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

26. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

27. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

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

Provenance, dba, Inspire District Office, a
California nonprofit public benefit corporation

By: _____
Name: Dr. Jayne Gray
Its: Board President
Date: _____, 2019

The Cottonwood School, a California nonprofit
public benefit corporation and charter school

By: _____
Name: Josh Mottashed
Its: Board President
Date: _____, 2019

ATTACHMENT A
DESCRIPTION OF IDO SERVICES

1. Public Relations and IP. **IDO** shall provide public relations services to **SCHOOL**, as determined by further mutual agreement of the **Parties**, in order to advance the shared mission of **IDO** and **SCHOOL** as set forth above in the recitals to this **Agreement**. **SCHOOL** may provide **IDO** a non-exclusive, limited license to use those Inspire **Marks** or any other Inspire intellectual property as may be owned or under license to **SCHOOL**, as may be requested by **IDO** from time to time, whether registered or unregistered, whether subject to application or not (the “**Inspire IP**”). Without limitation, and subject to the direction of **SCHOOL**, **IDO** shall be available to represent School on all matters relating to public relations and public information, including, without limitation, preparing press releases on topics relating to the shared mission of **IDO** and **SCHOOL**, subject to approval of School’s Board or designated representative.

2. Financial Services (Accounting, Bookkeeping, Payroll, Procurement, and other Financial Functions). Subject to the terms of this **Agreement**, the budget approved by Board of School and approval by School’s designated representative, **IDO** shall be responsible and accountable for:

A. Preparation and submission to School and, as required by law, all required *State* financial reports, including but not limited to annual audited financial reports, annual budgets, 1st and 2nd Interims, unaudited actual reporting, P1 and P2 reporting, non-classroom based funding determinations when applicable, annual LCAP spending reporting, as well as providing monthly financial statements to the Board of School;

B. Coordination and processing of payments of SCHOOL’s expenditures:

a. Management of cash balances to cover SCHOOL’s payroll and payments to vendors, pursuant to School policy;

b. Coordination and processing of SCHOOL’s payroll and tax reporting and other filings in accordance with the specific procedures and guidelines as designated and updated from time to time by SCHOOL personnel;

c. Coordination and management of the annual independent audit of SCHOOL. The cost of the audit will be the sole expense of SCHOOL.

d. Assistance with Western Association of Schools and Colleges (WASC) financial reviews, when applicable.

e. Coordination and management of all facility, vehicle and equipment leasing agreements, including holding title or leasehold on behalf of School, with School’s consent;

f. Assistance and monitoring of spending and general administration of grant funding in compliance with specific terms and conditions of said grants and participation in any audits related thereto; and,

g. Identification and management of external financing, as needed.

h. Recommending, negotiating and managing leases as approved by the Board.

C. Subcontracting. IDO may subcontract with Charter Impact or other backoffice service provider to provide any of these services, with consent of School provided that no such subcontract permitted hereunder shall relieve or discharge IDO from any obligation or liability under this Agreement and provided that no such subcontract permitted hereunder shall constitute a majority of IDO's duties under this Agreement..

3. Board Facilitation. IDO shall coordinate the scheduling of and documentation of meetings of the *Board*, including the preparation of agendas, preparation of minutes per Board policy. IDO will coordinate annual *Board* member training to include training in *SCHOOL* protocols, best practices and legal updates, including any training required by the Charter.

4. Strategic Planning and Implementation. IDO will support *SCHOOL* in the development of key long term goals for *SCHOOL* in meeting its academic, funding, reporting, accountability, growth requirements, development and preparation of charter renewals, material charter modifications and other changes to School's charter, as needed or directed by the Board of School.

5. SCHOOL Policies. IDO shall ensure ready access to *SCHOOL* policies by all personnel, including, policies, rules, regulations, procedures, personnel, and budget. For the avoidance of doubt, *SCHOOL* retains sole and complete control over the foregoing policies.

6. Human Capital Management. Under the supervision and direction of School, and subject to the authority of the Board and School management to employ, discipline or dismiss all persons employed by School:

A. IDO shall support School's management and Board in recruiting, screening and recommending certificated and non- certificated individuals for employment by *SCHOOL*;

B. IDO shall also provide pre-employment screening services, verify, check and monitor credentials for certificated staff;

C. IDO shall coordinate and administer health, life and retirement benefits for *SCHOOL* employees, including certificated and non-certificated staff provided by *SCHOOL* and as approved by the Board and its designated representative;

D. IDO will support the provision of School's new hire employee orientation, training; onboarding (at the time of hiring) and off-boarding (upon termination). IDO will also coordinate the provision of all State and federally mandated training to *SCHOOL* employees;

E. IDO will track leave of absence benefits (including time off, sick days and other leaves) and monitor and provide information on the handling employee work-related injuries in coordination with School's workers compensation provider pursuant to School policies and subject to School direction

F. IDO will maintain and recommend revisions to School's employment policies and employee handbook.

7. Risk Management. IDO shall facilitate the School's selection and maintenance of insurance coverages for School, in amounts that are no less than the minimum levels set by *SCHOOL*, or

mandated by its Charter or applicable law. However, IDO shall not act as, or receive any compensation as broker for insurance, including any liability, casualty, property, directors' and officers' liability or workers compensation coverages.

8. Files and Records. IDO shall maintain custody and provide ready access to all School files and records relating to the Services. IDO acknowledges that all records, data, communications, and other property of SCHOOL entrusted or loaned to IDO during the term of this Agreement are SCHOOL's property and IDO agrees to return any such material to SCHOOL immediately upon the termination of this Agreement. IDO shall support School's responses to requests for records, including Public Records Act requests, at the direction of School.

9. Reporting Requirements to the Board. IDO shall provide to the Board an annual year-end report and more frequently as the Board shall reasonably request summarizing the services and financial support provided, any changes to IDO's governing documents, and a copy of its Form 990.

10. Educational Services

A. Educational Program: IDO will work in collaboration with SCHOOL on development and implementation of the Inspire educational model licensed and provided to SCHOOL. IDO will work with SCHOOL to effectuate any necessary changes to the educational program requested by School or mandated by law, recognizing that essential principle of this educational model is its flexibility, adaptability and capacity to change in the interest of continuous improvement of efficiency.

B. Professional Development: IDO will provide the resources and plans to the SCHOOL staff to enhance their effectiveness in delivering the Inspire educational program, and to help the School's students master educational standards established by the State of California, including training manuals and courses such as Zoom, PLC templates, CPACE, and Fresno Pacific, and guidance on achievement goals and reporting under LCAP, SARC and CSI.

C. Testing and Assessments: IDO will assist SCHOOL in the administration of all State required testing and other State mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of California's mandated standardized testing, including identifying and securing testing sites approved by School;

D. Student Records Support: IDO will maintain and support School's access to and response to requests for SCHOOL's Student Records in accordance with state, local and federal requirements.

E. Technology: IDO will provide a comprehensive Computer Technology and IT infrastructure solution to SCHOOL and its employees which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services required for delivery of the Inspire educational program licensed to School.

F. Meeting the need of Special Needs Students: IDO will support SCHOOL's employees in the development of Special Education Protocols and educational materials for the provision of Special Education Services, consistent with the requirements and policies of the Special Education Local Plan Area (SELPA) in which School participates. IDO will assist school in identifying and procuring qualified service providers for students with special education needs. SCHOOL personnel, together with SELPA and Authorizer representatives, consistent with any agreements

which may be in place, shall be responsible for developing an Individualized Education Program (“IEP”) for students with identified special needs. All service provider costs will be the sole responsibility of **SCHOOL**.

G. Instructional Materials: **IDO** shall develop curriculum and coordinate the purchase of the curriculum and instructional materials to be used by **SCHOOL**, as approved by the Board, in order to offer interesting and challenging curricula for the purpose of allowing students to progress as quickly as their capabilities will allow. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the program will be formulated based on the School’s initial assessment of the student’s skill levels in reading, math and other core courses. School staff and students will also be provided access by IDO to library materials stored, maintained for the use of Inspire schools served by IDO. IDO will track and coordinate inter-School library materials loans. **SCHOOL** will be responsible for all Board-approved curriculum and instructional material costs. **IDO** shall retain all ownership and copyrights to any curricular material created by **IDO** for the use by **SCHOOL**.

H. Enrichment Services: IDO will maintain a system for ordering and providing risk management review and tracking of vendor contracts and their compliance with School policies, and coordinating Schools’ teachers’ selection, approval and provision and registration for selected enrichment services and organization of field trips for students.


11. Marketing/Branding: **IDO** will provide **SCHOOL** the design of all Inspire-branded materials, including promo items, website design, collateral, wearables, print assets including tri-fold brochures, rack cards, newsletters, event fliers, graduation programs, and more, based upon the Board-approved budget and policies. **IDO** will establish brand and communication strategies across all channels and promote the brand. **IDO** will maintain the **SCHOOL** public website that will contain any information required by **SCHOOL** and applicable state law. **IDO** will review and provide a periodic report to School of all social media properties, which may include Facebook, Twitter, Instagram, and LinkedIn and provide refinements to increase traffic. **IDO** will coordinate and manage all School-approved third party vendors on behalf of **SCHOOL**. **SCHOOL** will be solely responsible for those third party vendor costs.

12. Community Relationships: **IDO** shall coordinate **SCHOOL**’s community relationships, including with local non-profits, governmental agencies, local businesses and higher education institutions in concert with the Board.

13. Student Enrollment and Information: **IDO** will provide and maintain School’s enrollment system portal, and serve as the liaison between **SCHOOL** and the Student Information System Provider; perform quality data tracking, including but not limited to student data such as attendance, performance, etc.; and, shall coordinate and manage school data as the technology system is developed and maintained. **IDO** shall prepare and submit all required State reporting regarding student demographics, etc. **IDO** will provide periodic reports on student performance, and assessments of whether educational goals and measurements are being achieved.

14. School Calendar: To the extent necessary or requested by **SCHOOL**, and consistent with the School’s charter and policies, **IDO** will assist with the development of calendars suitable for **SCHOOL**’s purposes, including for funding qualification and maximization.

Attachment B

Mark	Class	Goods/Services	Reg. No.	Reg. Date
	41	Educational services in the nature of charter schools	5467904	May 15, 2018
INSPIRE CHARTER SCHOOLS	41	Educational services in the nature of charter schools	5467903	May 15, 2018
INSPIRATION STATION	41	Providing a website featuring blogs and non-downloadable publications in the nature of articles in the field of homeschooling and education	5545765	Aug. 21, 2018