

# fresno county superintendent of schools

October 16, 2019

Via U.S. Mail and Email (mfine@fcmat.org)

Mr. Mike Fine CEO, FCMAT 1300 17<sup>th</sup> Street – City Center Bakersfield, CA 93301

Re: Request for AB 139 Audit Regarding Inspire Charter Schools

Dear Mr. Fine:

This letter constitutes a request that the Fresno County Superintendent of Schools ("FCSS") be included in the collective request for an AB 139 Extraordinary Audit pursuant to Education Code section 1241.5 submitted on behalf of the El Dorado County Superintendent of Schools, Kern County Superintendent of Schools, Los Angeles County Superintendent of Schools, Placer County Superintendent of Schools, Sutter County Superintendent of Schools, Ventura County Superintendent of Schools, and San Diego County Office of Education relating to concerns about certain charter schools affiliated with the network of Inspire Charter Schools ("Inspire"). FCSS' specific concerns relating to Inspire Charter School – Central are set forth herein as follows:

County: Fresno County

Charter School: Inspire Charter School – Central ("ICS-Central")
Authorizer: Westside Elementary School District ("Westside ESD")

Summary of Areas of Concern:

On September 10, 2019, FCSS sent a request for information/documents to Westside ESD, the school district which authorizes ICS-Central relating to information learned by FCSS that raised concerns regarding Inspire. FCSS requested that Westside ESD obtain from ICS-Central and provide to FCSS certain information/documents relating to FCSS' concerns no later than October 1, 2019. When ICS-Central failed to provide the requested information/documents to Westside ESD, on October 7, 2019, FCSS sent a second request for information/documents relating to the same concerns directly to ICS-Central and requested that ICS-Central provide FCSS and Westside ESD with the requested information/documents no later than October 14, 2019. FCSS received some of the requested information from ICS-Central on October 14, 2019.

FCSS' specific concerns relating to Inspire Charter School - Central are as follows:

#### 1. Student Enrollment/Attendance

a. <u>Rapid Increases in Enrollment/Attendance</u>: FCSS has learned that ICS-Central's enrollment and attendance has increased dramatically since it first began its operation in the 2016-17 school year. As set forth in the following table, enrollment at ICS-Central has increased from Re: Request for AB 139 Audit re Inspire Charter Schools

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248 students in 2016-17 to 1800 students in 2018-19. Similarly, ICS-Central's annual average daily attendance ("ADA") has gone from 416 in 2016-17 to 1883 in 2018-19:

Ni-						
Fiscal Voor	Grade Levels	CALPADS	P2 ADA	Attendance	Annual	Attendance
riscai feai	Grade Levels	Enrollment	TZADA	Rate	ADA	Rate
2016-17	K-12	248	382.33	154.17%	416.02	167.75%
2017-18	K-12	975	1,077.79	110.54%	1,102.36	113.06%
2018-19	K-12	1800	1,871.76	103.99%	1,883.08	104.62%

b. Enrollment Significantly Exceeds Projected Enrollment as Stated in ICS-Central's Charter Petition: ICS-Central submitted a charter petition to Westside ESD who approved it in 2016 ("Charter Petition"). The Charter Petition projected enrollment for year 1 was 300 students, and then projected that enrollment would increase by 195 students each year with a year 5 projected enrollment of 1080 students. As set forth in the following table, ICS-Central's year 3 enrollment (2018-19) was 1800 students, over 260% higher than the projected enrollment stated in the Charter Petition for the 2018-19 school year and over 700 students higher than the projected enrollment for year 5 (2020-21).

Fiscal Year	Projected Enrollment Per Charter Petition	CALPADS Enrollment
2016-17	300	248
2017-18	495	975
2018-19	690	1800
2019-20	885	N/A
2020-21	1080	N/A

These drastic increases in enrollment and attendance raise questions and concerns regarding ICS-Central's operations/practices regarding enrollment and attendance.

#### 2. Financial Concerns

a. <u>Inexplicable Fluctuation in Salaries for Classified Employees</u>: In the first three years of operation, funds paid for salaries of ICS-Central classified employees are as follows:

2016-17: \$210,131 2017-18: \$684,820 2018-19: \$58,343

In light of the significant increases in enrollment each year, the drastic decrease in classified employee salaries in its third year of operation raises significant questions and concerns.

b. <u>Significant Increases in Sub-Agreements for Services</u>: In the first three years of ICS-Central's operation, funds paid for sub-agreements for services are as follows:

2016-17: \$335,266 2017-18: \$1,326,027 2018-19: \$4,589,097

These exponential increases in amounts paid for sub-agreements for services raises questions and concerns regarding these expenditures.

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c. <u>Significant Increases in Debt Service Interest</u>: In the first three years of operation ICS-Central's operation, funds paid for debt service interest are as follows:

2016-17: \$250,809 2017-18: \$579,259 2018-19: \$924,033

These significant increases in amounts paid for debt service interest raises questions and concerns regarding these expenditures especially in light of the governance concerns set forth below.

- d. <u>Student/Teacher Ratio Issues</u>: Based on the extremely rapid growth in enrollment, FCSS is concerned that ICS-Central is not complying with the 25:1 student to teacher ratio that applies to the funding of independent study charters pursuant to Education Code section 51745.6(d).
- 3. <u>Governance/Potential Conflict of Interest Concerns</u>: There are numerous Inspire charter schools inside and outside of California which appear to all be very closely related to each other in terms of their governance and operation. Specific concerns are as follows:
  - a. <u>Lending/Co-Mingling of Funds Between ICS-Central, Provenance/District Office, and other Inspire Charter Schools</u>: The board minutes for a June 28, 2019 ICS-Central special board meeting as posted on its website, indicate that ICS-Central approved a Master Credit Agreement between the following entities:
    - Inspire Charter School Los Angeles;
    - Inspire Charter School South;
    - Inspire Charter School North;
    - Winship Community School;
    - Inspire Charter School Central:
    - Clarksville Charter School:
    - Pacific Coast Academy;
    - Inspire Education Foundation;
    - Inspire University;
    - Heartland Charter School; and
    - Provenance dba Inspire District Office

In this Master Credit Agreement, each of these entities appear to authorize the lending of significant amounts of funds to one another. Specifically, the Master Credit Agreement appears to acknowledge lending transactions between ICS-Central and Provenance/Inspire District Office in amounts in excess of \$4,200,000. It is unclear whether similar agreements exist for previous years.

- b. Shared Leadership, Staff, Facilities, Etc.: Information available on the California Secretary of State website indicates that Herbert Nichols is the Incorporator who signed the Articles of Incorporation for most of these entities, including for ICS-Central and Provenance/Inspire District Office. Mr. Nichols is also listed as the Agent for Service of Process for each of these entities, and each of these entities lists the same address as their mailing addresses: 1740 E. Huntington Dr. #205, Duarte, CA 91010. Additionally, on the California Department of Education ("CDE") website, Mr. Nichols is listed as an Administrator for ICS-Central.
- c. <u>Shared Board Members</u>: The minutes of a board meeting that took place on March 2, 2019 which are posted on ICS-Central's website, indicates that a board meeting was held for two separate charter schools, Winship Community School and ICS-Central. The minutes appear to show that these two charter schools shared board members who took action on behalf of both entities.

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d. Unclear Which Corporate Entity Operates ICS-Central: The ICS-Central Charter Petition indicates that ICS-Central would be operated by Inspire Charter Schools, a California non-profit public benefit corporation, and also indicates that ICS-Central would be governed by the Inspire Charter Schools board of directors (Mr. Nichols also signed as the incorporator for Inspire Charter Schools). However, the California Secretary of State website and the minutes of ICS-Central, as posted on its website, both indicate that ICS-Central is now operated by a new corporate entity called Inspire Charter School – Central, which was incorporated April 11, 2019. FCSS is not aware of any material revision that was ever presented to, or approved by Westside ESD to make this change.

Additionally, the minutes of ICS-Central's June 8, 2019 regular board meeting indicate that ICS-Central approved a name change of ICS-Central to Yosemite Valley Charter School. This name change is also reflected on the letterhead of subsequent ICS-Central board agendas and minutes as posted on its website. It should be noted that ICS-Central's web address has also been changed and is now: <a href="https://yosemitevalleycharter.org/">https://yosemitevalleycharter.org/</a>. Again, FCSS is not aware of any material revision that was ever presented to, or approved by Westside ESD to make this change.

- e. <a href="ICS-Central Agreement with Provenance/District Office">ICS-Central Agreement with Provenance/District Office</a>: The board minutes for a June 8, 2019 ICS-Central regular board meeting as posted on its website, indicate that ICS-Central approved an agreement with Provenance/District Office for "education and support services" in which ICS-Central agrees to pay Provenance/District Office an annual fee equal to 15% of ICS-Central's annual revenues.
- 4. <u>Geographic Location Issues</u>: Based on the following, it is unclear whether ICS-Central is improperly claiming apportionment credit for which it is not eligible based on the residency of ICS-Central students who are/have been enrolled in ICS-Central and locations of its facilities.
  - a. No School Location Identified in ICS-Central's Charter Petition: The ICS-Central Charter Petition fails to identify a school site within Westside ESD's boundaries as is required under Education Code 47605 (a)(1) and 47605.1(a). In fact, the Charter Petition fails to identify any site, location, address, etc. at all. The Charter Petition merely states that students learn, participate in labs, meet with teachers, and receive services in the student's place of residence, libraries, churches, community centers, or "appropriate" locations near the student's home. No specific locations are identified in the Charter Petition.
  - b. ICS-Central Unlawfully Operates Outside the Geographic Boundaries of Westside ESD:

Education Code section 47605.1(d) states that "a charter school that is unable to locate within the geographic boundaries of the chartering school district may establish one site outside the boundaries of the school district, but within the county within which that school district is located, if the school district in which the charter school proposes to operate is notified in advance of the charter petition approval, the county superintendent of schools is notified of the location of the charter school before it commences operations, and either of the following circumstances exist:

- (1)The charter school has attempted to locate a single site or facility to house the entire program, but such a facility or site is unavailable in the area in which the charter school chooses to locate.
- (2) The site is needed for temporary use during a construction or expansion project."

In short, ICS-Central cannot legally locate/operate outside of WESD's geographic boundaries unless one of the above-described limited exceptions apply. Nothing in the Charter Petition suggests that ICS-Central ever attempted to establish that one of above-described exceptions applied at the time it submitted its Charter Petition to Westside ESD.

The CDE website identifies Inspire's address(es) as follows:

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School Address: 1781 East Fir Ave., Ste. #101

Fresno, CA 93720

Mailing Address: 1740 Huntington Dr., Ste. #205

Duarte, CA 91010

Neither the "school address" nor the "mailing address" is located within Westside ESD's boundaries. Rather, the "school address" is within the boundaries of Clovis Unified School District and the "mailing address" is located in southern California.

ICS-Central has identified 7 other locations in Fresno County that it has conducted state testing and/or "Enrichment Academies" in Fresno County since commencing its operation in the 2016-17 school year. None of these sites/locations are located within the boundaries of Westside ESD.

Additionally, based on the express language of the Charter Petition, and other information provided to FCSS, FCSS believes that ICS-Central provides instruction, testing, and other services within Fresno County on a consistent and repeated basis at multiple undisclosed locations outside Westside ESD's geographic boundaries, such as students' residences, libraries, churches, community centers, and other undisclosed locations.

### c. ICS-Central May Be Unlawfully Operating Outside of Fresno County:

Education Code section 47605.1(c) states that "a charter school may establish a resource center, meeting space, or other satellite facility located in a county adjacent to that in which the charter school is authorized if the following conditions are met:

- (1) The facility is used exclusively for the educational support of pupils who are enrolled in nonclassroom-based independent study of the charter school[, and]
- (2) The charter school provides its primary educational services in, and a majority of the pupils it serves are residents of, the county in which the charter school is authorized."

The information provided by ICS-Central to FCSS identifies multiple locations where it has conducted state testing outside Fresno County but does not identify any other locations where instruction or services are provided. As stated above, the Charter Petition does not state any specific location(s) where it operates. ICS-Central's website states that it "services families in Fresno, San Benito, Merced, Madera, Mono, and Monterey Counties." Based on the express language of the Charter Petition and other information provided to FCSS, FCSS has reason to believe that ICS-Central provides instruction, testing, and other services at multiple locations outside Fresno County on a consistent and repeated basis at locations such as students' residences, libraries, churches, community centers, and other undisclosed locations outside Fresno County.

The relevant documents referenced herein are enclosed.

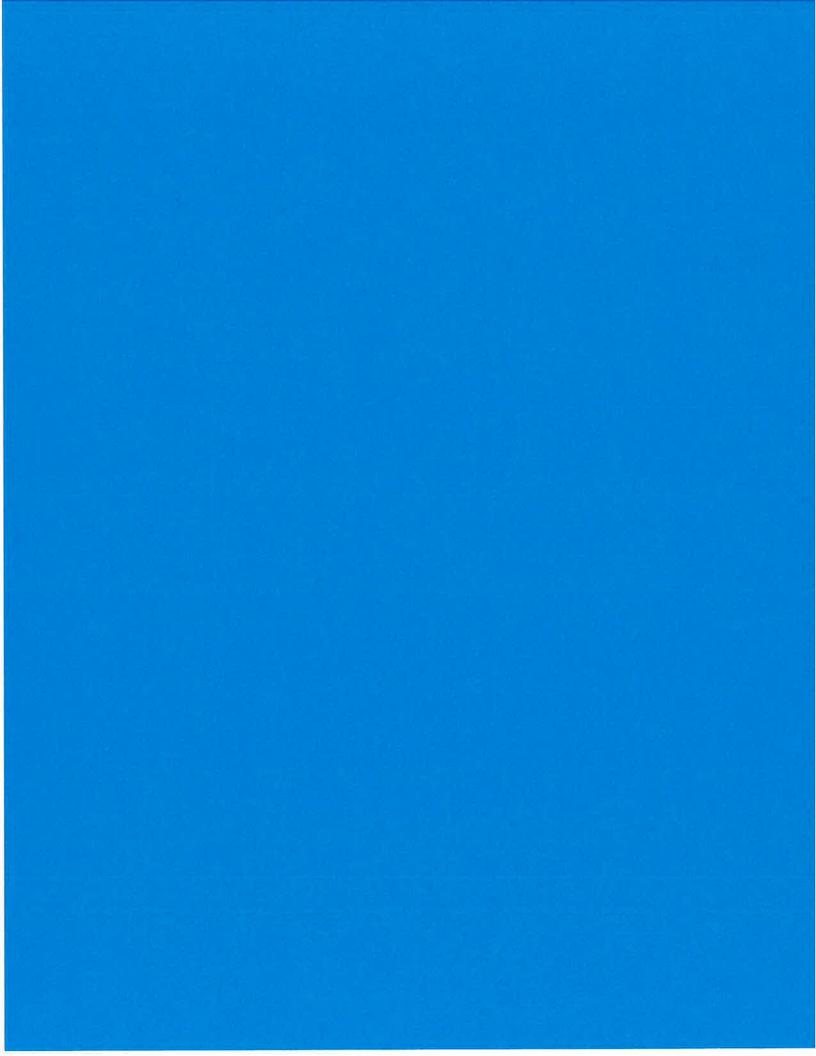
Please let FCSS know if you need any additional information or clarification regarding this correspondence.

Sincerely.

Jim A Yovino

Fresno County Superintendent of Schools

**Enclosures** 



#### July 1, 2016 to June 30, 2017

Charter School Name: Inspire Charter Schools - Central

CDS #: 10625470135103

Charter Approving Entity: Westside Elementary

County: Fresno
Charter #: 1841

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

LS.	Description	Object Code	Unrestricted	Restricted	Total
A	REVENUES	and the second s		THE RESERVE OF THE PERSON NAMED IN	
-	1. LCFF Sources		1	CALL STATE	
	State Aid - Current Year	8011	2,931,362.83	2 3 7 7 7 7 7	2,931,362.83
	Education Protection Account State Aid - Current Year	8012	76,466.00	A MARCH ASSESSMENT	76,466.00
	State Aid - Prior Years	8019	7 5 7 7 5 5 5 5	W 1 72 00	0.00
	Transfers to Charter Schools in Lieu of Property Taxes	8096	170,634.00		170,634.00
	Other LCFF Transfers	8091, 8097			0.00
	Total, LCFF Sources	000110001	3,178,462.83	0.00	3,178,462.83
	Total Control	i		0.00	0,1170,1102.100
	2. Federal Revenues (see NOTE in Section L)				
	No Child Left Behind/Every Student Succeeds Act	8290		1	0.00
	Special Education - Federal	8181, 8182			0.00
	Child Nutrition - Federal	8220			0.00
	Donated Food Commodities	8221			0.00
	Other Federal Revenues	8110, 8260-8299			0.00
	Total, Federal Revenues	0.10,0200 0200	0.00	0.00	0.00
	1000,10000011000	İ	CONTRACTOR OF STREET	MINISTER STATES	
1	3. Other State Revenues				
	Special Education - State	StateRevSE		185,288.00	185,288.00
l	All Other State Revenues	StateRevAO	57,456.31	14,358.79	71,815.10
	Total, Other State Revenues		57,456.31	199,646.79	257,103.10
	4. Other Local Revenues				
	All Other Local Revenues	LocalRevAO	50.00		50.00
	Total, Local Revenues		50.00	0.00	50.00
ı					0.405.045.00
	5. TOTAL REVENUES	_	3,235,969.14	199,646.79	3,435,615.93
	EXPENDITURES (see NOTE in Section L)				
В.	1. Certificated Salaries				
	Certificated Teachers' Salaries	1100	652,839.40	68,724,57	721,563.97
	Certificated Pupil Support Salaries	1200	032,039.40	00,724.57	0.00
	Certificated Fupil Support Salaries Certificated Supervisors' and Administrators' Salaries	1300	145,600.86		145,600.86
	Other Certificated Salaries	1900	145,000.00		0.00
	Total, Certificated Salaries	1900	798,440.26	68,724.57	867,164.83
	Total, Certificated Salaries	-	750,440.20	00,724.07	007,104.00
	2. Noncertificated Salaries				
	Noncertificated Instructional Salaries	2100	210,131.04		210,131.04
	Noncertificated Support Salaries	2200			0.00
	Noncertificated Supervisors' and Administrators' Salaries	2300			0.00
	Clerical and Office Salaries	2400			0.00
	Other Noncertificated Salaries	2900			0.00
	Total, Noncertificated Salaries		210,131.04	0.00	210,131.04

### July 1, 2016 to June 30, 2017

Charter School Name: Inspire Charter Schools - Central

CDS #: 10625470135103

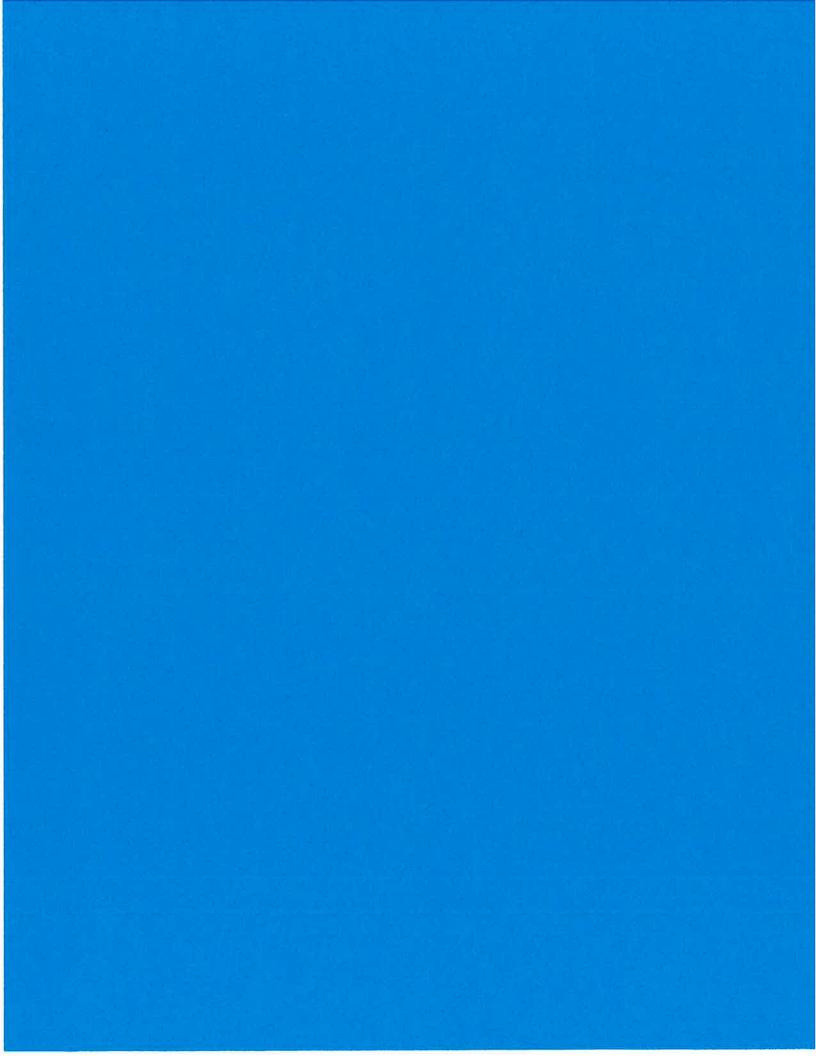
Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits	and the second s			
STRS	3101-3102	93,660.29	8.061.67	101,721.96
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	27,133.04	976.49	28,109.53
Health and Welfare Benefits	3401-3402	283,027.41	19,285.63	302,313.04
Unemployment Insurance	3501-3502	9,268.24	631.54	9,899.78
Workers' Compensation Insurance	3601-3602	33,437.86	2,278.47	35,716.33
OPEB, Allocated	3701-3702	33,437.00	2,210.41	0.00
OPEB, Active Employees	3751-3752			0.00
	3901-3902			
Other Employee Benefits	3901-3902	440 500 04	04 000 00	0.00
Total, Employee Benefits		446,526.84	31,233.80	477,760.64
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	24,533.81		24,533.81
Books and Other Reference Materials	4200	83,525.08		83,525.08
	4300	590,222.64	14,358.79	604,581.43
Materials and Supplies			14,330.79	
Noncapitalized Equipment	4400	206,922.30		206,922.30
Food	4700	0.00	1100000	0.00
Total, Books and Supplies		905,203.83	14,358.79	919,562.62
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	251,848.74	83.417.63	335,266.37
Travel and Conferences	5200	13.395.28	00.117,00	13,395.28
				1,725.31
Dues and Memberships	5300	1,725.31		
Insurance	5400	12,383.45		12,383.45
Operations and Housekeeping Services	5500	35,255.07		35,255.07
Rentals, Leases, Repairs, and Noncap. Improvements	5600	134,070.73		134,070.73
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	127,601.02	1,912.00	129,513.02
Communications	5900	2,469.93		2,469.93
Total, Services and Other Operating Expenditures		578,749.53	85,329.63	664,079.16
6 Capital Outlon				
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)	C400 C470			0.00
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo	7110-7143			0.00
Tuition to Other Schools				0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438	250,809.23		250,809.23
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		250,809.23	0.00	250,809.23
Total, Other Outgo		250,809.23	0.00	250,809.23
			400 0 10 70	0.000 507 50
8. TOTAL EXPENDITURES		3,189,860.73	199,646.79	3,389,507.52

July 1, 2016 to June 30, 2017

Charter School Name: Inspire Charter Schools - Central

CDS #: 10625470135103

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		40.400.44	2.00	10 100 11
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		46,108.41	0.00	46,108.41
OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts				
(must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION	(C+D4)	46,108.41	0.00	46,108.41
FUND BALANCE / NET POSITION				
Beginning Fund Balance/Net Position			(i)	
a. As of July 1	9791	0.00		0.00
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		0.00	0.00	0.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		46,108.41	0.00	46,108.41
Components of Ending Fund Balance (Modified Accrual Basis	only)			
a. Nonspendable				
Revolving Cash (equals Object 9130)	9711	000 100 0001		0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
Stabilization Arrangements	9750			0.00
2. Other Commitments	9760		Sank Ed Land	0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				0.00
Reserve for Economic Uncertainties	9789		Residence in the	0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	46,108.41	0.00	46,108.41



July 1, 2017 to June 30, 2018

Charter School Name: Inspire Charter Schools - Central

CDS #: 10625470135103

Charter Approving Entity: Westside Elementary

County: Fresno
Charter #: 1841

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

X Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1, LCFF Sources		1		
State Aid - Current Year	8011	8,630,501.00		8,630,501.00
Education Protection Account State Aid - Current Year	8012	215,558.00		215,558.00
State Aid - Prior Years	8019	(1.942.00)	1520 2 8 1 6	(1,942.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	334,384.00		334,384.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		9,178,501.00	0.00	9,178,501.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290	TO STREET STREET		0.00
Special Education - Federal	8181, 8182	A SECONDARIO	32,054.00	32,054.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	32,054.00	32,054.00
3. Other State Revenues				
Special Education - State	StateRevSE		530,542.00	530,542.00
All Other State Revenues	StateRevAO	238,585.09	87,013.81	325,598.90
Total, Other State Revenues		238,585.09	617,555.81	856,140.90
4. Other Local Revenues				CONTRACTOR OF THE CONTRACTOR O
All Other Local Revenues	LocalRevAO	4,666.50		4,666.50
Total, Local Revenues		4,666.50	0.00	4,666.50
5. TOTAL REVENUES		9,421,752.59	649,609.81	10,071,362.40
B. EXPENDITURES (see NOTE in Section L)				
Certificated Salaries				
Certificated Teachers' Salaries	1100	3,012,022.50	211,663,41	3,223,685.91
Certificated Pupil Support Salaries	1200	7,878.84		7,878.84
Certificated Supervisors' and Administrators' Salaries	1300	253,204.16		253,204.16
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		3,273,105.50	211,663.41	3,484,768.91
2. Noncertificated Salaries	0.400	204 240 22		604 040 00
Noncertificated Instructional Salaries	2100	684,819.82	1	684,819.82
Noncertificated Support Salaries	2200	į.	1	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300		4	0.00
Clerical and Office Salaries	2400			0.00
Other Noncertificated Salaries	2900	201 010 00	0.00	0.00
Total, Noncertificated Salaries		684,819.82	0.00	684,819.82

July 1, 2017 to June 30, 2018

Charter School Name: Inspire Charter Schools - Central

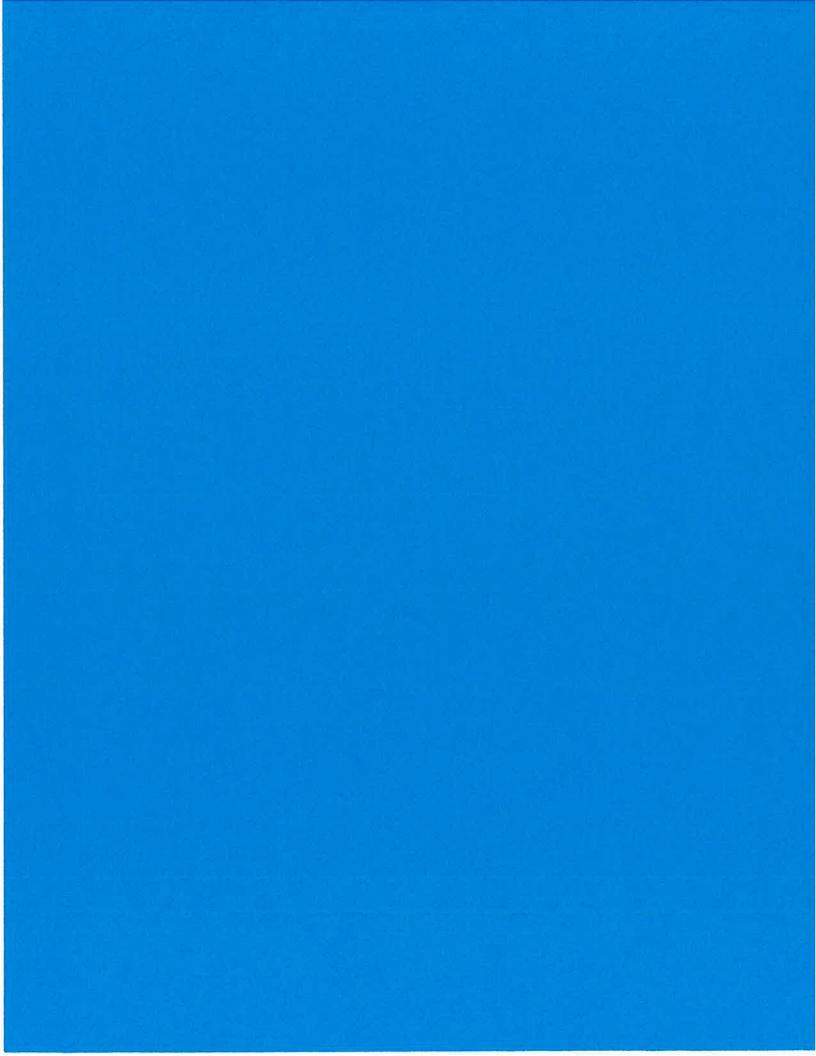
CDS #: 10625470135103

	Object Code	Unrestricted	Restricted	Total
Description 2. Employee Reposits	Opject Code	Omesurcied	Mestricied	TOTAL
3. Employee Benefits	3101-3102	422,519.12	27.323.24	449,842.36
STRS	3201-3202	422,513.12	27,020.24	0.00
PERS	3301-3302	92,834.92	2.761.48	95,596.40
OASDI / Medicare / Alternative		369,696.06	19,770.75	389,466.81
Health and Welfare Benefits	3401-3402		1,827.61	36,002.30
Unemployment Insurance	3501-3502	34,174.69		
Workers' Compensation Insurance	3601-3602	38,931.82	2,082.01	41,013.83
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	7,143.57		7,143.57
Total, Employee Benefits	1	965,300.18	53,765.09	1,019,065.27
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	64,385.31		64,385.31
Books and Other Reference Materials	4200	314,719.51		314,719.51
	4300	1,097,048.56	64,002.81	1,161,051.37
Materials and Supplies	4400	265,225.52	04,002.01	265,225.52
Noncapitalized Equipment		203,223.32		0.00
Food Total Books and Supplies	4700	1,741,378.90	64,002.81	1,805,381.71
Total, Books and Supplies		1,141,070.00	01,002.01	1,000,000,000
<ol><li>Services and Other Operating Expenditures</li></ol>	E400	1 005 040 00	220 470 50	1,326,027.49
Subagreements for Services	5100	1,005,848.99	320,178.50	
Travel and Conferences	5200	33,878.54		33,878.54
Dues and Memberships	5300	552.16		552.16
Insurance	5400	28,032.97		28,032.97
Operations and Housekeeping Services	5500	86,287.63		86,287.63
Rentals, Leases, Repairs, and Noncap. Improvements	5600	226,556.20		226,556.20
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	517,054.03		517,054.03
Communications	5900	4,977.25		4,977.25
Total, Services and Other Operating Expenditures		1,903,187.77	320,178.50	2,223,366.27
<ol><li>Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</li></ol>				
	6100-6170			0.00
Land and Land Improvements	6200			0.00
Buildings and Improvements of Buildings	0200			
Books and Media for New School Libraries or Major	6300			0.00
Expansion of School Libraries	6400			0.00
Equipment				0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	0.00	0.00	
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo				0.00
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
LIGHTS OF EGSS-THROUGH Nevertides to Other CENS				0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			
Transfers of Apportionments to Other LEAs - Spec. Ed.				0.00
Transfers of Apportionments to Other LEAs - Spec. Ed. Transfers of Apportionments to Other LEAs - All Other	7221-7223SE			0.00 0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE 7221-7223AO			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed. Transfers of Apportionments to Other LEAs - All Other All Other Transfers	7221-7223SE 7221-7223AO 7281-7299 7300-7399			0.00 0.00 0.00
Transfers of Apportionments to Other LEAs - Spec. Ed. Transfers of Apportionments to Other LEAs - All Other All Other Transfers Transfers of Indirect Costs Debt Service: Interest	7221-7223SE 7221-7223AO 7281-7299 7300-7399	579,259.00		0.00 0.00 0.00 579,259.00
Transfers of Apportionments to Other LEAs - Spec. Ed. Transfers of Apportionments to Other LEAs - All Other All Other Transfers Transfers of Indirect Costs Debt Service:	7221-7223SE 7221-7223AO 7281-7299 7300-7399	579,259.00		0.00 0.00 0.00 579,259.00 0.00
Transfers of Apportionments to Other LEAs - Spec. Ed. Transfers of Apportionments to Other LEAs - All Other All Other Transfers Transfers of Indirect Costs Debt Service: Interest	7221-7223SE 7221-7223AO 7281-7299 7300-7399	579,259.00 <b>579,259.00</b>	0.00	0.00 0.00 0.00 579,259.00 0.00 579,259.00
Transfers of Apportionments to Other LEAs - Spec. Ed. Transfers of Apportionments to Other LEAs - All Other All Other Transfers Transfers of Indirect Costs Debt Service: Interest Principal (for modified accrual basis only)	7221-7223SE 7221-7223AO 7281-7299 7300-7399	579,259.00	0.00	0.00 0.00 0.00 579,259.00 0.00

July 1, 2017 to June 30, 2018

Charter School Name: Inspire Charter Schools - Central

CDS	#: 10625470135103			
Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		07470440	0.00	074 704 40
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		274,701.42	0.00	274,701.42
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts				
(must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION	(C+D4)	274,701.42	0.00	274,701.42
F. FUND BALANCE / NET POSITION				
Beginning Fund Balance/Net Position				
a. As of July 1	9791	46,108.41		46,108.41
b. Adjustments/Restatements	9793, 9795	(47.874,20)		(47,874.20)
c. Adjusted Beginning Fund Balance /Net Position		(1,765.79)	0.00	(1,765.79)
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		272,935.63	0.00	272,935.63
Components of Ending Fund Balance (Modified Accrual Basis	only)			
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed		The second second	Elisabeth Control	
Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797	A STATE OF THE REAL PROPERTY.		0.00
c. Unrestricted Net Position	9790A	272,935.63	0.00	272,935.63



July 1, 2018 to June 30, 2019

Charter School Name: Inspire Charter School - Central

CDS #: 10625470135103

Charter Approving Entity: Westside Elementary

County: Fresno
Charter #: 1841

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)

Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	15,756,145.00		15,756,145.00
Education Protection Account State Aid - Current Year	8012	374,352.00		374,352.00
State Aid - Prior Years	8019	(5,260.00)		(5,260.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	490,663.00		490,663.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		16,615,900.00	0.00	16,615,900.00
A TO A LOTTING TO STATE OF THE PARTY OF THE				
2. Federal Revenues (see NOTE in Section L)	8290			0.00
No Child Left Behind/Every Student Succeeds Act			135,863.00	135.863.00
Special Education - Federal	8181, 8182		135,663.00	0.00
Child Nutrition - Federal	8220 8221			0.00
Donated Food Commodities				0.00
Other Federal Revenues	8110, 8260-8299	0.00	425.002.00	
Total, Federal Revenues		0.00	135,863.00	135,863.00
3. Other State Revenues				
Special Education - State	StateRevSE		945,559.00	945,559.00
All Other State Revenues	StateRevAO	542,098.24	193,147.38	735,245.62
Total, Other State Revenues		542,098.24	1,138,706.38	1,680,804.62
4. Other Local Revenues				47.670.00
All Other Local Revenues	LocalRevAO	47,972.93	0.00	47,972.93
Total, Local Revenues		47,972.93	0.00	47,972.93
5. TOTAL REVENUES		17,205,971.17	1,274,569.38	18,480,540.55
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	4,441,003.52	526,575.04	4,967,578,56
Certificated Pupil Support Salaries	1200	33,062,46	,	33,062,46
Certificated Supervisors' and Administrators' Salaries	1300	627,485.00	11,507.93	638,992.93
Other Certificated Salaries	1900		, , , , ,	0.00
Total, Certificated Salaries		5,101,550.98	538,082.97	5,639,633.95
Total, Octimostod Salaries				
2. Noncertificated Salaries			40.007.05	10.007.05
Noncertificated Instructional Salaries	2100	0.00	48,397.85	48,397.85
Noncertificated Support Salaries	2200	0.00	9,944.65	9,944.65
Noncertificated Supervisors' and Administrators' Salaries	2300			0.00
Clerical, Technical and Office Salaries	2400			0.00
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		0.00	58,342.50	58,342.50

July 1, 2018 to June 30, 2019

Charter School Name: Inspire Charter School - Central

CDS #	10625	470135	103

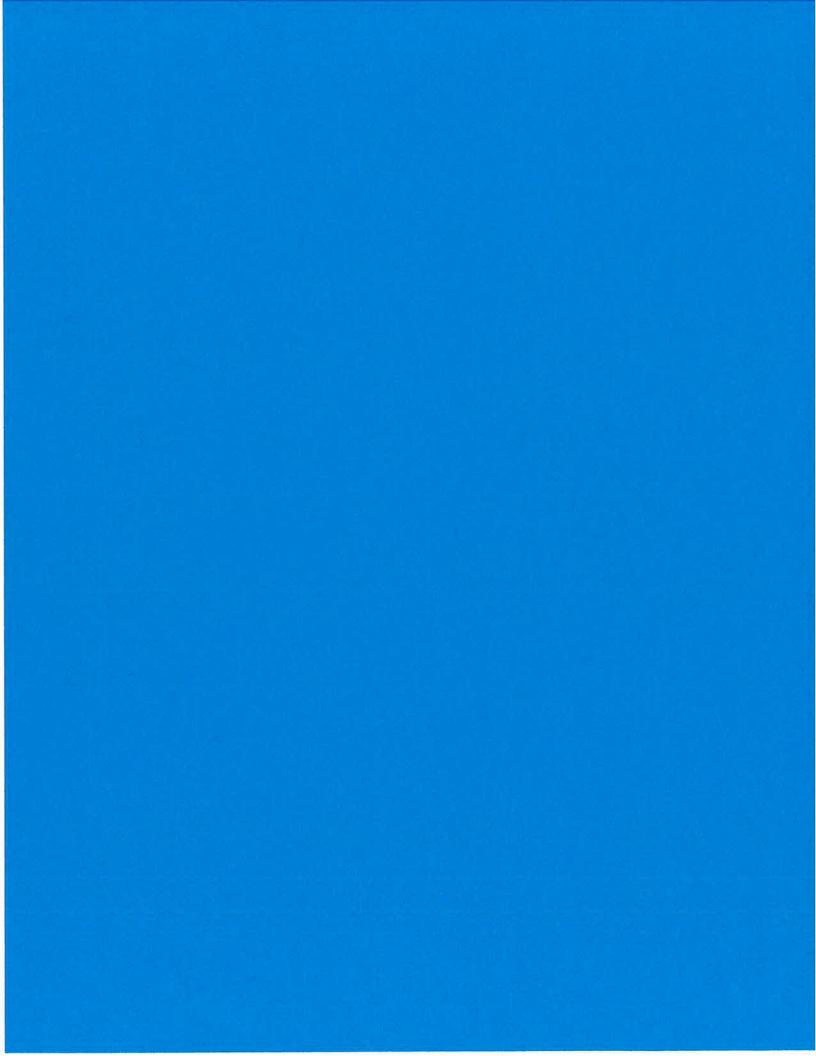
Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				13550055000 000
STRS	3101-3102	777,726.38	83,314.73	861,041.11
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	71,409.19	11,835.02	83,244.21
Health and Welfare Benefits	3401-3402	443,192.16	18,962.95	462,155.11
Unemployment Insurance	3501-3502	34,475.04	3,712.91	38,187.95
Workers' Compensation Insurance	3601-3602	71,140.82	8,317.12	79,457.94
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	13,898.68		13,898.68
Total, Employee Benefits		1,411,842.27	126,142.73	1,537,985.00
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	6,919.89		6,919.89
Books and Other Reference Materials	4200	119,206.43		119,206.43
Materials and Supplies	4300	2,355,721.48	133,640.73	2,489,362.21
Noncapitalized Equipment	4400	308,205.29	86.38	308,291.67
Food	4700		55.55	0.00
Total, Books and Supplies	.,,,,,	2,790,053.09	133,727.11	2,923,780.20
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	3,521,013.42	1,068,083.83	4,589,097.25
Travel and Conferences	5200	27,027.82	.,000,000.00	27,027.82
Dues and Memberships	5300	1,596.00		1,596.00
· ·	5400	49,297.93		49,297.93
Insurance	5500	1,048,787.92		1,048,787.92
Operations and Housekeeping Services	5600	283.097.49		283,097.49
Rentals, Leases, Repairs, and Noncap. Improvements			(740, 400, 40)	0.00
Transfers of Direct Costs	5700-5799	710,460.46	(710,460.46)	
Professional/Consulting Services and Operating Expend.	5800	1,369,500.10	360.70	1,369,860.80
Communications	5900	1,069.24		1,069.24
Total, Services and Other Operating Expenditures		7,011,850.38	357,984.07	7,369,834.45
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.  Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
	7281-7299			0.00
All Other Transfers Transfers of Indirect Costs	7300-7399			0.00
	1000-1000			0.00
Debt Service:	7/20	924,033.15		924,033.15
Interest	7438	924,033.15		0.00
Principal (for modified accrual basis only)	7439	004 000 45	0.00	
Total Debt Service		924,033.15	0.00	924,033.15
Total, Other Outgo		924,033.15	0.00	924,033.15
8. TOTAL EXPENDITURES		17,239,329.87	1,214,279.38	18,453,609.25

July 1, 2018 to June 30, 2019

Charter School Name: Inspire Charter School - Central

CDS	#:	10625470135103
		100201101100100

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		(22.259.70)	60,000,00	26 024 20
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(33,358.70)	60,290.00	26,931.30
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts				
(must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITI	ON (C+D4)	(33,358.70)	60,290.00	26,931.30
F. FUND BALANCE / NET POSITION				
Beginning Fund Balance/Net Position				
a. As of July 1	9791	272.935.63		272,935,63
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position	0,00,0,00	272,935.63	0.00	272,935.63
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		239,576.93	60,290.00	299,866.93
Components of Ending Fund Balance (Modified Accrual Ba	sis only)			
a. Nonspendable	- 3,			
Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
Reserve for Economic Uncertainties	9789			0.00
Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797		60,290.00	60,290.00
c. Unrestricted Net Position	9790A	239,576.93	0.00	239,576.93





#### INSPIRE CHARTER SCHOOLS

3840 Rosin Court #200, Sacramento, California 95834 Phone (916) 568-9959 \* Fax (916) 664-3995

Regular Board Meeting - Inspire Charter Schools - Winship - Central March 2, 2019 - 9:30 am - 11:00 am 3840 Rosin Court #200 Sacramento, CA 95834

Attendance: Shonna Franzella, Julisa Platte, and Wes Carpenter

Absent: None

Also Present: Shari Erlendson, Erika Vanderspek, Ed Robillard, Chris Williams, Kevin Foti, Bryanna

Brossman, Julie Haycock, Heather Stokaug, Jenell Sherman

#### Call to Order:

Shonna Franzella called the meeting to order at 9:38 am.

#### **Public Comments:**

None

### Approval of the Minutes:

Wes Carpenter motioned to approve the minutes from December 1, 2018 and February 1, 2019. Julisa Platte seconded.

-Unanimous

# Approval of July – January Financials:

- a. Wes Carpenter motioned to approve the July January Financials for Winship Community School. Julisa Platte seconded. -Unanimous
- b. Wes Carpenter motioned to approve the July January Financials for Inspire Charter School Central, Julisa Platte seconded, -Unanimous

### Approval of the Second Interim Report

- a. Wes Carpenter motioned to approve the Second Interim Report for Winship Community School. Shonna Franzella seconded. -Unanimous
- b. Wes Carpenter motioned to approve the Second Interim Report for Inspire Charter School Central. Julisa Platte seconded. -Unanimous

# Approval of the 2017 – 2018 Audit Report

- a. Julisa Platte motioned to approve the 2017 2018 Audit Report for Winship Community School. Wes Carpenter seconded. -Unanimous
- b. Julisa Platte motioned to approve the 2017 2018 Audit Report for Inspire Charter School Central. Shonna Franzella seconded. -Unanimous



#### INSPIRE CHARTER SCHOOLS

3840 Rosin Court #200, Sacramento, California 95834 Phone (916) 568-9959 \* Fax (916) 664-3995

### **Approval of the Auditor Selection Forms**

- a. Wes Carpenter motioned to approve the Auditor Selection Forms for Winship Community School. Shonna Franzella seconded. -Unanimous
- b. Wes Carpenter motioned to approve the Auditor Selection Forms for Inspire Charter School Central. Shonna Franzella seconded. -Unanimous

## Approval of Low Performing Student Block Grant

- a. Shonna Franzella motioned to approve the Low Performing Student Block Grant for Winship Community School. Julisa Platte seconded. -Unanimous
- b. Wes Carpenter motioned to approve the Low Performing Student Block Grant for Inspire Charter School Central, Julisa Platte seconded. -Unanimous

### Approval of the School Safety Plan

- a. Wes Carpenter motioned to approve the School Safety Plan for Winship Community School. Julisa Platte seconded. -Unanimous
- b. Julisa Platte motioned to approve the School Safety Plan for Inspire Charter School Central. Shonna Franzella seconded. -Unanimous

## Approval of Revised Salary Schedules and Pay Scales

- a. Wes Carpenter motioned to approve the Revised Salary Schedules and Pay Scales for Winship Community School. Julisa Platte seconded. -Unanimous
- b. Julisa Platte motioned to approve the Revised Salary Schedules and Pay Scales for Inspire Charter School Central. Shonna Franzella seconded. -Unanimous

### Discussion and Potential Action on Conflict of Interest Code

- a. Wes Carpenter motioned to approve the Conflict of Interest Code for Winship Community School. Shonna Franzella seconded. -Unanimous
- b. Shonna Franzella motioned to approve the Conflict of Interest Code for Inspire Charter School Central. Julisa Platte seconded. -Unanimous

#### Discussion and Potential Action on Revised Nonprofit Conflict of Interest Policy

- a. Shonna Franzella motioned to approve the Revised Nonprofit Conflict of Interest Policy for Winship Community School. Wes Carpenter seconded. -Unanimous
- b. Julisa Platte motioned to approve the Revised Nonprofit Conflict of Interest Policy for Inspire Charter School Central. Shonna Franzella seconded. -Unanimous

### Discussion and Potential Action on Anti-Nepotism Policy

- a. Wes Carpenter motioned to approve the Anti-Nepotism Policy for Winship Community School. Julisa Platte seconded. -Unanimous
- b. Wes Carpenter motioned to approve the Anti-Nepotism Policy for Inspire Charter School Central. Shonna Franzella seconded. -Unanimous



### INSPIRE CHARTER SCHOOLS

3840 Rosin Court #200, Sacramento, California 95834 Phone (916) 568-9959 \* Fax (916) 664-3995

# Discussion and Potential Action on Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel

- a. Julisa Platte motioned to approve the Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel for Winship Community School. Shonna Franzella seconded. -Unanimous
- b. Julisa Platte motioned to approve the Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel for Inspire Charter School

   Central. Wes Carpenter seconded. -Unanimous

# Discussion and Potential Action on Policy Confirming Restriction on the Provision of Funds or Other Thing of Value to Students, Parents or Guardians

- a. Wes Carpenter motioned to approve the Policy Confirming Restriction on the Provision of Funds or Other Thing of Value to Students, Parents or Guardians for Winship Community School. Julisa Platte seconded. -Unanimous
- b. Shonna Franzella motioned to approve the Policy Confirming Restriction on the Provision of Funds or Other Thing of Value to Students, Parents or Guardians for Inspire Charter School Central. Wes Carpenter seconded. -Unanimous

# Adjournment

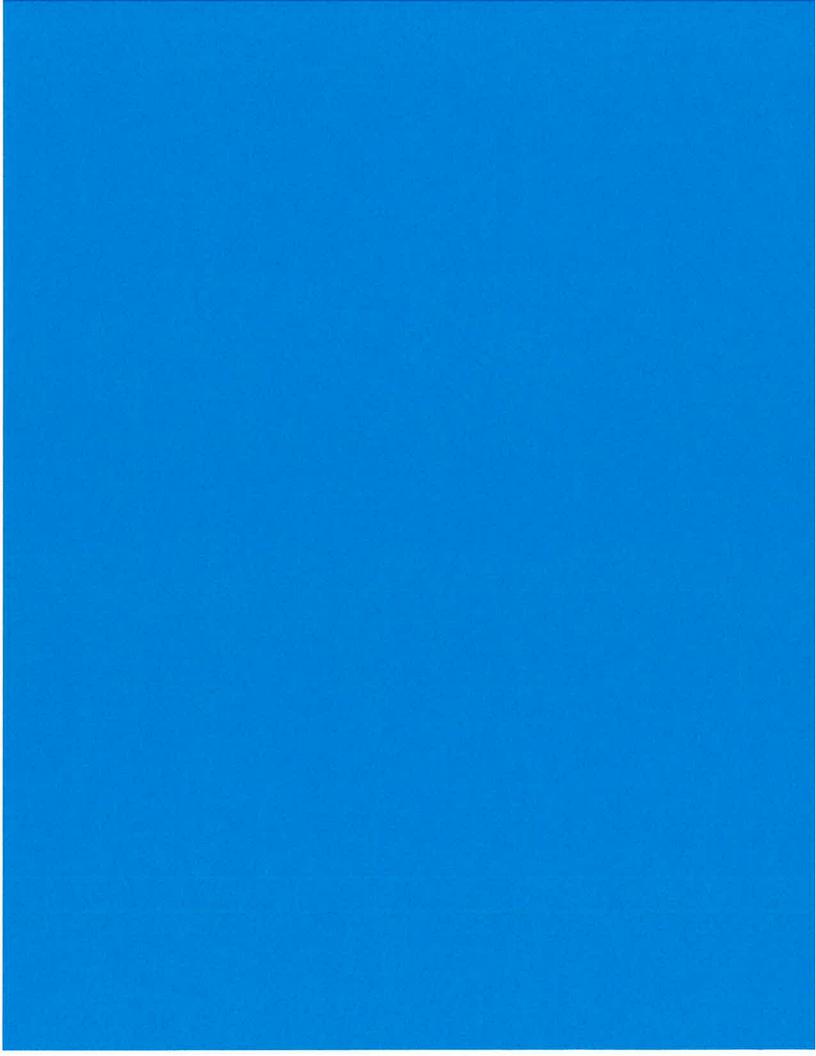
Shonna Franzella motioned to	adjourn the meeting at	10:39 am.	Julisa Platte	seconded.
-Unanimous				

Bryanna Brossman

Prepared By:

Noted By:

Julisa Platte Board Secretary



Regular Board Meeting
Inspire Charter Schools – Central
June 8, 2019 – 8:00 a.m. – 9:00 a.m.
1781 East Fir Avenue #102
Fresno, CA 93720

# **Through Teleconference**

Lawrence Jarocki 102 E Crass St. Tampa, FL 33602

# **AGENDA**

- 1. Call to Order
- 2. Public Comments
- 3. Approval of Board Resolutions:
  - a. Articles of Incorporation
  - b. Bylaws
  - c. Election of Officers
  - d. Fiscal Year End
  - e. Depository
  - f. Authority to Transact Business
  - g. Tax-Exempt Status and Charitable Solicitation
  - h. Conflict of Interest Policy
- 4. Acceptance of Resignations
- 5. Approval of 2019 2020 LCAP
- 6. Approval of July April Financials
- 7. Approval of 2019 2020 Budgets
- Approval of Board Resolution to Approve the Principals Salary and Supplemental Benefits
- 9. Approval of District Office Service Agreements
- 10. Approval of Board Resolution Revenue Notes Series (2019B)
- 11. Approval of Board Resolution Name Change of the Charter School
- 12. Approval of Board Resolution to Approve Employee Higher Education Scholarships

- 14. Report out of Closed Session
- 15. Approval of Board Resolution to Approve the Graduation of General Studies Students
- 16. 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: Inspire Charter Schools 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)).

### EDUCATION AND SUPPORT SERVICES AGREEMENT BETWEEN INSPIRE DISTRICT OFFICE AND INSPIRE CHARTER SCHOOL – CENTRAL

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 Inspire Charter School – Central, 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 Westside Elementary School District ("*District*") to operate a California charter school for a term of five (5) years, from July 1, 2016 through June 30, 2021, pursuant to a petition granted by District dated March 1, 2017 ("*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 twelve 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 (10<sup>th</sup>) 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 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 5<sup>th</sup> day of the 5<sup>th</sup> 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.
- 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. <u>Infringement Proceedings.</u> 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 suchas 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. School shall name IDO as an additional insured under all School's policies.
- 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. IDO shall name School as an

additional insured under all IDO's policies.

- c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of IDO.

#### 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: ljarocki@hotmail.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	Inspire Charter School – Central, a California nonprofit public benefit corporation and charter school		
By:	Ву:		
Name: Dr. Jayne Gray	Name: <u>Lawrence Jarocki</u>		
Its: Board President	Its: Board President		
Date:, 2019	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, 1<sup>st</sup> and 2<sup>nd</sup> 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. <u>Board Facilitation</u>. *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. <u>Strategic Planning and Implementation</u>. *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. <u>SCHOOL Policies</u>. *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.** <u>Human Capital Management</u>. 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.** <u>Files and Records</u>. *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.
- 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 Linkedln 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
nspire	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

#### **INSPIRE CHARTER SCHOOL -- CENTRAL**

#### RESOLUTIONS OF THE BOARD OF DIRECTORS

(Revenue Notes Series 2019B and 2019C)

WHEREAS, (a) Inspire Charter School – Kern ("INSPK") is a California nonprofit public benefit corporation organized for charitable purposes that operates a charter school known by that same name, (b) Inspire Charter School – Central ("INSPC" or the "Corporation") is a California nonprofit public benefit corporation organized for charitable purposes that, commencing July 1, 2019, will operate a charter school known by that same name, (c) Pacific Coast Academy ("INSPLL") is a California nonprofit public benefit corporation organized for charitable purposes that operates a charter school known by that same name that was formerly known as Learning Latitudes Charter School, and (d) Heartland Charter School ("INSPH" and, collectively with INSPK, INSPC, and INSPLL, the "Borrowers") is a California nonprofit public benefit corporation organized for charitable purposes that operates a charter school known by that same name;

WHEREAS, each of INSPK, INSPC, INSPLL, and INSPH (each, a "School" and, collectively, the "Schools") provides or will provide educational services to students in advance of receiving payment for such services from the State of California, as a result of which the School may require working capital financing;

WHEREAS, the Borrowers propose that the Borrowers will borrow an aggregate amount not to exceed \$50,000,000 from the proceeds of the issuance of taxable or tax-exempt California School Finance Authority Revenue Notes (Inspire Charter Schools) in one or more series (the "Notes") by the California School Finance Authority (the "Authority") pursuant to the terms of (a) an Indenture between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee"), and (b) a Loan Agreement (the "Loan Agreement") among the Authority and the Borrowers:

WHEREAS, the Borrowers propose to use the proceeds of the borrowing under the Loan Agreement (a) to finance working capital for the Borrowers and (b) to pay certain expenses incurred in connection with the issuance of the Notes;

WHEREAS, the Borrowers propose that the obligations of the Borrowers under the Loan Agreement will be secured by each Borrower's pledge of all or portions of its gross revenues and supported by intercepts of portions of each School's general purpose apportionment pursuant to Section 17199.4(a)(1) of the Education Code of the State of California (collectively, the "Intercept");

WHEREAS, in connection with the foregoing, a Preliminary Limited Offering Memorandum (the "Preliminary Limited Offering Memorandum"), and a Limited Offering Memorandum") will be prepared to furnish information with respect to the sale and delivery of the Notes, and the Borrowers will undertake pursuant to a

Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") to provide annual reports and notices of certain events relating to the Notes;

WHEREAS, Piper Jaffray & Co. (the "Underwriter") proposes to underwrite the Notes pursuant to a note purchase agreement (the "Note Purchase Agreement"), by and among the Underwriter, the Honorable Fiona Ma, Treasurer of the State of California, as agent for sale, the Authority, and the Borrowers;

WHEREAS, the Board of Directors of the Corporation (the "Board") finds that the terms of the foregoing transactions (collectively, the "Transactions"), are fair and reasonable as to the Corporation, under the circumstances, are in the best interests of the Corporation, and in furtherance of the charitable purposes of the Corporation; and

WHEREAS, the Board desires that the Borrowers take all actions necessary or advisable to facilitate the Transactions;

**NOW, THEREFORE, BE IT RESOLVED,** that the Board approves, confirms, and ratifies the election or appointment of the following individuals to the offices of the Corporation set forth after their names:

Lawrence Jarocki Chief Executive Officer

Debbie De Alba Secretary

Trina Short Chief Financial Officer

**RESOLVED FURTHER**, that the Board approves the Transactions and authorizes the execution, delivery and performance by the Corporation of the documents and agreements listed on Schedule 1 attached hereto (collectively, the "Primary Transaction Documents"), and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions (collectively, the "Transaction Documents");

**RESOLVED FURTHER**, that the Board appoints the officers of the Corporation, and each of them individually (each, an "Authorized Signatory"), as authorized signatories of the Corporation for purposes of executing the Transaction Documents on behalf of the Corporation;

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation, to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, in such forms as may have been presented to the Board for approval or with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, and all such other note purchase agreements, indentures, loan agreements, promissory notes, security agreements, account control agreements, tax certificates, tax and regulatory compliance agreements, offering memoranda, disclosure agreements, assignments, indemnification agreements, guaranties, subordination agreements, letters of representation, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as an Authorized Signatory may approve as necessary or advisable to facilitate the Transactions, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be

conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change);

RESOLVED FURTHER, that, pursuant to Section 17199.4(a)(1) of the Education Code of the State of California, the Board elects to participate in the Intercept to secure payment of the principal of and interest on the Notes in amounts not exceeding the amounts due under the Loan Agreement, and the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation, to provide notice (the "Intercept Notice") to the State Controller of the State of California or other applicable state agency of the State of California of such election of the Board;

**RESOLVED FURTHER,** that the Corporation ratifies and confirms the acts of its officers, agents or employees taken on behalf of the Corporation in connection with the Transactions:

**RESOLVED FURTHER,** that by the adoption of these resolutions, the Board reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions;

**RESOLVED FURTHER**, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are repealed to the extent of such conflict;

**RESOLVED FURTHER**, that these resolutions shall take effect and be in full force immediately after their adoption by the Board; and

**RESOLVED FURTHER**, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation, to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved, and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

#### **Certificate of Secretary**

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of Inspire Charter School – Central (the "Corporation"), a California nonprofit public benefit corporation, and that the foregoing is a true and correct copy of Resolutions that were duly adopted on June 8, 2019, by the majority vote of the directors of the Corporation then in office at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, in compliance with the notice, agenda, and open meeting requirements of the Ralph M. Brown Act, and while a quorum was present.

**IN WITNESS WHEREOF,** I have hereunto set my hand as Secretary of the Corporation this 8th day of June 2019.

Debbie De Alba, Secretary

#### Schedule 1

#### **Transaction Documents**

- 1. Note Purchase Agreement.
- 2. Indenture.
- 3. Loan Agreement.
- 4. Continuing Disclosure Agreement.
- 5. Tax Certificate and Agreement.
- 6. Intercept Notices.
- 7. Preliminary Limited Offering Memorandum.
- 8. Limited Offering Memorandum.

## INSPIRE CHARTER SCHOOL – CENTRAL BOARD RESOLUTION – 2019 – 3

## I. Adoption of Name Change for Inspire Charter School – Central

WHEREAS, Inspire Charter School – Central is committed to providing a personalized education that is unique to the historical region of the location of the school.

NOWTHEREFORE BE IT RESOLVED, that the Board of Directors approve the name change of Inspire Charter School – Central to Yosemite Valley Charter School and to authorize the updating of all corporation documents to reflect the new name.

## **SECRETARY'S CERTIFICATE**

I,, Secretary of the	he Board of Directors of Inspire Char	ter School –
Central a California nonprofit public benefit c certify as follows:		
The attached is a full, true, and correct Board of Directors of Inspire Charter School, 2019, at which meeting all of tat which a quorum thereof was present; and at following vote:	— Central which was duly and regulathe members of the Board of Directors	arly held on had due notice and
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
I have carefully compared the same we record in my office; the attached resolution is a adopted at such meeting and entered in such m modified, or rescinded since the date of its ado	a full, true, and correct copy of the originates; and such resolution has not be	ginal resolution en amended,
WITNESS my hand on	, 2019.	
	Secretary of the Board of Directors	
	Inspire Charter School – Central	

## INSPIRE CHARTER SCHOOL – CENTRAL BOARD RESOLUTION – 2019 – 2

## I. Adoption of Inspire Charter School – Central Employee Higher Education Scholarship

WHEREAS, Inspire Charter School – Central is committed to fostering a more qualified and dynamic work force by providing a scholarship for employees to pursue higher education opportunities through Inspire University.

WHEREAS, the employee who receives the scholarship must work for Inspire Charter School – Central for a minimum of one year after completion of the program.

NOWTHEREFORE BE IT RESOLVED, that the Board of Directors approve one scholarships to cover 50% of each course unit, up to 24 units per year for up to two years. This is a cost of up to \$6000 per year per person.

## **SECRETARY'S CERTIFICATE**

I,, Secretary of the E	Board of Directors of Inspire Char	ter School –
Central a California nonprofit public benefit corpo		
certify as follows:	•	
The attached is a full, true, and correct cop	ov of the resolutions duly adopted a	at a meeting of the
Board of Directors of Inspire Charter School – (	-	
, 2019, at which meeting all of the n		
at which a quorum thereof was present; and at such		
following vote:	if incering such resolutions were ac	lopica by the
Tollowing vote.		
AYES:		
TT ED,		
NOES:		
ABSTAIN:		
ABSENT:		
I have carefully compared the same with t	_	-
record in my office; the attached resolution is a ful	= -	
adopted at such meeting and entered in such minut	tes; and such resolution has not bee	en amended,
modified, or rescinded since the date of its adoption	on, and the same is now in full forc	e and effect.
WITNESS my hand on,	2019.	
_	Cil D 1 CD'	<u> </u>
	Secretary of the Board of Directors	OI
I:	nspire Charter School – Central	

## INSPIRE CHARTER SCHOOL – CENTRAL BOARD RESOLUTION – 2019 – 4

# I. Adoption of Inspire Charter School – Central Approving the Graduation of General Studies Students

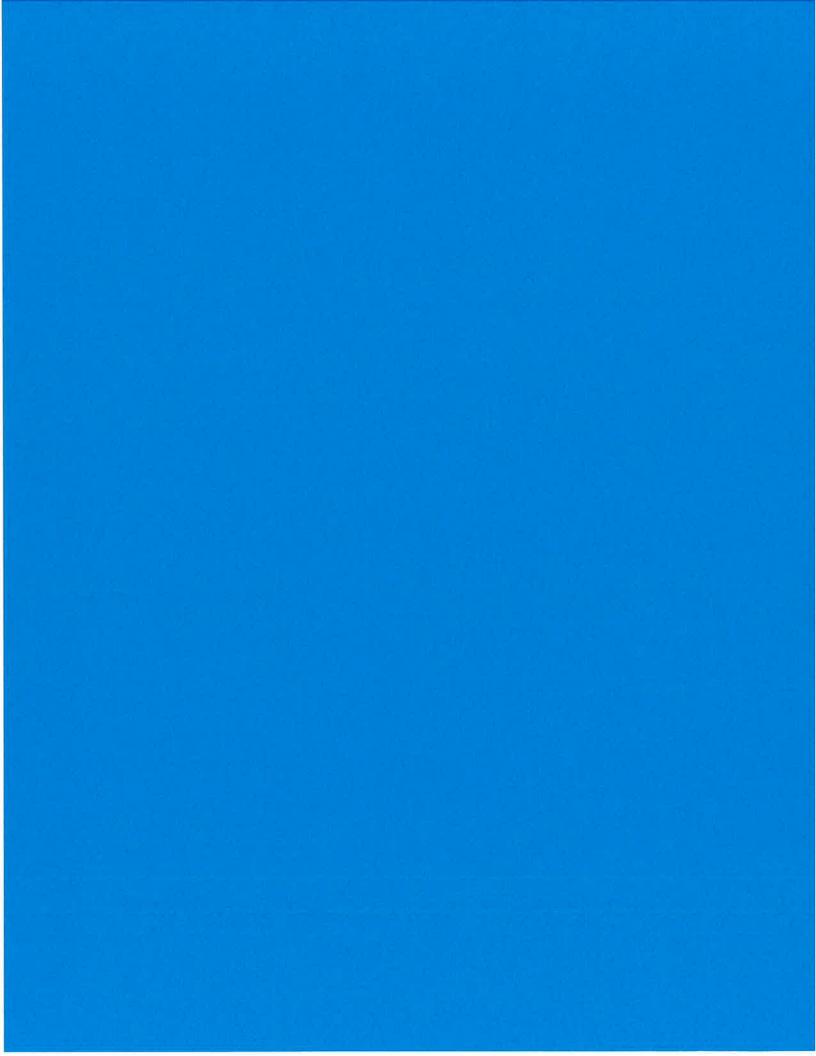
WHEREAS, Inspire Charter School – Central is committed to supporting all students and providing them with the appropriate opportunities and support to graduate on time.

WHEREAS, The General Studies requirements meet the minimum graduation requirements for the State of California and waives the elective credits.

NOWTHEREFORE BE IT RESOLVED, Inspire Charter School – Central grants students that have met the General Studies requirements their high school diploma at the conclusion of the 2018-2019 school year.

## SECRETARY'S CERTIFICATE

I,, Secretary of the l California nonprofit public benefit corporation, C follows:	Board of Directors of Inspire Charter School – Central a ounty of, California, hereby certify as
Board of Directors of Inspire Charter School - Ce	members of the Board of Directors had due notice and
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
WITNESS my hand on	, 2019.
	Secretary of the Board of Directors of Inspire Charter School – Central





#### INSPIRE CHARTER SCHOOLS

1781 East Fir Ave., #420, Fresno, California 93720 Phone (559) 754-1442 \* Fax (559) 335-4089

Special Board Meeting
Inspire Charter School – Central
June 28, 2019 – 5:00 p.m. – 5:20 p.m.
1781 East Fir Ave. #420
Fresno, CA 93720

Through Teleconference

Lawrence Jarocki 2913 West Newton Ct. Visalia, CA 93291

Debbie De Alba 3341 Serena Ave Clovis, CA 93619 Trina Short 2496 Ashcroft Ave. Clovis, CA 93611

### **AGENDA**

- 1. Call to Order
- 2. Public Comment
- 3. Approval of Master Credit Agreement ("Master Agreement"), dated as of July 1, 2019, by and among the entities known as Inspire Charter School Los Angeles, Inspire Charter School South, Inspire Charter School North, Winship Community School, Inspire Charter School Central, Clarksville Charter School, Pacific Coast Academy, Inspire Education Foundation, Inspire University and Heartland Charter School (each, a California nonprofit public benefit corporation and a "Participant," and collectively, the "Participants") and Provenance, a California nonprofit public benefit corporation ("Provenance") doing business as Inspire District Office (the "District Office"), and acting as the initial administrator hereunder (the "Administrator") and as a Participant, including the exhibits to the Master Agreement and direction to the officers of the corporation to execute and deliver the Master Agreement.



#### INSPIRE CHARTER SCHOOLS

1781 East Fir Ave., #420, Fresno, California 93720 Phone (559) 754-1442 \* Fax (559) 335-4089

- 4. Approval of Resolution of the Board of Directors of Inspire Charter School Central 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
- 5. Approval of Resolution of the Board of Directors of Inspire Charter School Central Approving the SELPA Representative
- 6. 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: Inspire Charter Schools 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)).

#### MASTER CREDIT AGREEMENT

This Master Credit Agreement ("Master Agreement"), dated as of July 1, 2019, is made by and among Inspire Charter School – Los Angeles, Inspire Charter School – South, Inspire Charter School – North, Winship Community School, Inspire Charter School – Central, Clarksville Charter School, Pacific Coast Academy, Inspire Education Foundation, Inspire University and Heartland Charter School (each, a California nonprofit public benefit corporation and a "Participant," and collectively, the "Participants") and Provenance, a California nonprofit public benefit corporation ("Provenance") doing business as Inspire District Office (the "District Office"), and acting as the initial administrator hereunder (the "Administrator") and as a Participant.

#### RECITALS

WHEREAS, each Participant is a California nonprofit public benefit corporation that has been determined to be an organization described in Section 501(c)(3) of the Internal Revenue Code, as amended (the "Code") whose charitable purposes include the provision or support of free education through the operation of public charter schools based upon the Inspire Education Model (as herein defined) pursuant to a charter authorized under the Charter Schools Act, California Education Code section 47600 et seq. (the "Act");

WHEREAS, each Participant was formerly a component of a single entity, Inspire Charter Schools, Inc., until its reorganization in 2017 and 2018, during which time the charter schools among the Participants were separately incorporated and Provenance was established;

WHEREAS, from time to time, any Participant may 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 daily attendance, among other reasons;

WHEREAS, from time to time, the Governing Body of any Participant may determine that it holds Eligible Funds (as herein defined) that it is willing to lend to any other Participant (excluding the Administrator as a Participant) under the terms of this Master Agreement;

WHEREAS, in accordance with the foregoing, each Participant is authorized by law, and deems it necessary and desirable that it be able, to extend or incur temporary loans as provided in this Master Agreement to ensure uninterrupted school operations and to safeguard against funding shortfalls of the Participant or of another Participant;

WHEREAS, prior to the Effective Date (as hereinafter defined), each Participant has heretofore made or incurred one or more temporary loans not heretofore repaid in full (each, cumulatively an "Outstanding Loan Balance") for such support and for other lawful and proper corporate purposes;

WHEREAS, each Participant has entered into a separate Education and Support Services Agreement ("Services Agreement") with Provenance, whereby the District Office agrees to deliver goods to and performs task-related services for the Participant, at the direction of the

Participant's Governing Body and for which the Governing Body of the Participant retains ultimate decision-making authority, in exchange for an annual fee payable by the Participant;

WHEREAS, each Participant desires to ratify and provide for the payment of its respective Outstanding Loan Balance and to establish the terms and policies under which, from or after the date of this Master Agreement, it can temporarily lend to or borrow funds from another Participant through the origination of revenue anticipation loans ("Revenue Anticipation Loans") to support the performance of its respective obligations under its respective Services Agreement and to stabilize and maintain the California public charter school operations of the Participant or of any other Participant, notwithstanding temporary fluctuations in the receipt of public funds under the Act;

WHEREAS, each Participant understands and acknowledges that this Master Agreement serves and furthers its respective charitable purposes and Services Agreement;

WHEREAS, in order to further document their respective rights and obligations with regard to the Outstanding Loan Balances, and to establish the terms and conditions for the origination and repayment of Revenue Anticipation Loans, the Participants desire to enter into this Master Agreement upon the terms and conditions set forth herein;

WHEREAS, all acts and things necessary to constitute these presents a valid agreement according to its terms have been done and performed, and the execution of this Master Agreement has in all respects been duly authorized, and each Participant, in the exercise of the legal right and power vested in it, executes this Master Agreement to provide for the payment of its respective Outstanding Loan Balance and the origination and repayment of Revenue Anticipation Loans in accordance with the terms of this Master Agreement; and

NOW, THEREFORE, in order to ratify the terms and conditions of the Outstanding Loan Balances and to declare the terms and conditions upon which Revenue Anticipation Loans will be originated and repaid, and in consideration of the covenants and conditions hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Participants and the Administrator agree as follows:

#### **ARTICLE I**

## DEFINITIONS, CONTENT OF CERTIFICATES AND OPINIONS; INTERPRETATION

Section 1.01 **Definitions**. In addition to the words and terms elsewhere defined in this Master Agreement, the following words and terms as used in this Master Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means the Charter Schools Act of 1992, constituting Part 26.8 of Division 4 of Title 2 of the Education Code of the State, as in effect on the date hereof and as it may from time to time hereafter be amended or supplemented.

- "Administrator" means the District Office or any successor hereafter designated as Administrator pursuant to the provisions hereof.
- "Authorized Officer" means, as to a Participant, the Chief Executive Officer of the Participant or his or her designee.
- "Board Resolution" means a resolution certified by the Secretary or equivalent officer of a Participant to have been duly adopted by the Governing Body of such Participant and to be in full force and effect on the date of such certification.
- "Business Day" means any day which is not any of the following: (a) a Saturday, Sunday or legal holiday as set forth by the Federal Reserve Bank of San Francisco; (b) any other day on which banks in New York, New York are authorized or required to be closed by the appropriate regulatory authorities; or (c) a day on which the New York Stock Exchange is authorized or required to be closed.
- "Certificate" of a Participant means, respectively, a written certificate, statement, order, request or requisition signed in the name of the Participant by any Authorized Officer. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by the provisions of Section 1.02, each such instrument shall include the statements required under Section 1.02.
- "Charter," as to any Participant Borrower, means each duly authorized charter pursuant to which the Participant Borrower operates a Charter School, together with any renewals or extensions thereof, as applicable.
- "Charter School" means, as to any Participant, means the charter school then operated by the Participant as a public charter school based upon, or duly licensed to operate under, the Inspire Education Model and as provided in the applicable laws and regulations, under the Participant's Charter and in furtherance of the Participant's specific charitable purposes.
- "Code" means the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to any Participant.
- "District Office" means Provenance, aa California nonprofit public benefit corporation doing business as Inspire District Office, which contracts to provide services to a Participant.
- "Effective Date" means July 1, 2019, which is the date of the original execution and delivery of this Master Agreement.
- "Electronic Means" means telecopy, facsimile transmission, e-mail transmission or other similar electronic means of communication providing evidence of transmission.

- "Eligible Funds" means the funds of a Participant that have been determined by the adoption such Participant's Board Resolution by its Governing Board to be surplus because it is not needed for the Participant's current budgeted expenses or for maintaining operating reserves the Governing Board deems prudent to assure proper and continuous operation of such Participant's Charter School.
- "Fiscal Year" means the period beginning July 1 of each year and ending the next succeeding June 30 or any other 12-month period selected and designated as the official fiscal year period of the Corporation.
- "GAAP" means, as to any Participant, generally accepted accounting principles in the United States of America applicable to the Participant, as in effect from time to time.
- "Governing Body" means (a) the board of directors, board of trustees or similar group in which the right to exercise the power of corporate directors or trustees is vested or (b) any duly authorized committee of such board to which the relevant powers of such board have been lawfully delegated.
- "Inspire Education Model" means the model educational services, programs and content licensed to a Charter School by Provenance under trademark.
- "Master Agreement" means this Master Credit Agreement, dated as of July 1, 2019, among the Participants and the Administrator.
- "Outstanding Loan Balances" means the total amounts of intercompany loans, advances and payables made or incurred by the Participants prior to the Effective Date and not yet fully repaid, such amounts being subject to adjustment in the course of closing and reconciling each Participant's financial statements for the Fiscal Year ended June 30, 2019.
- "Participant" means, initially, Inspire Charter School Los Angeles, Inspire Charter School South, Inspire Charter School North, Winship Community School, Inspire Charter School Central, Clarksville Charter School, Pacific Coast Academy, Inspire Education Foundation, Inspire University and Heartland Charter School (each, a California nonprofit public benefit corporation) and the Administrator, as and when acting as a Participant, and subsequently, any other Participant that is listed on Exhibit B hereto after admission as a Participant pursuant to Section 6.02; provided, however, that any Participant that shall have withdrawn as a Participant as permitted by Section 6.03 shall no longer be a "Participant" for purposes hereof.
- "Participant Borrower" means a Participant acting in the capacity of a borrower as to any Outstanding Loan Balance or any Revenue Anticipation Loan.
- "Participant Lender" means a Participant acting in the capacity of a lender as to any Outstanding Loan Balance or any Revenue Anticipation Loan.
- "Person" or words importing persons means an individual, corporation, firm, association, partnership, trust or other legal entity or group of entities.

"Preliminary Outstanding Loan Balances" means the amounts of Outstanding Loan Balances estimated as of the Effective Date as subject to adjustment in the course of closing and reconciling each Participant's financial statements for the Fiscal Year ended June 30, 2019.

"Revenue Anticipation Loan" means any and all Revenue Anticipation Loans that may be originated in accordance with the terms of this Master Agreement.

"Services Agreement" means for any Participant, the Education and Support Services Agreement with Provenance, whereby the District Office agrees to deliver goods to and performs task-related services for the Participant, at the direction of the Participant's Governing Body and for which the Governing Body of the Participant retains ultimate decision-making authority, in exchange for an annual fee payable by the Participant.

"State" means the State of California.

Section 1.02 Content of Certificates and Opinions. Every certificate or opinion provided for in this Master Agreement with respect to compliance with any provision hereof shall include all of the following: (a) a statement that the Person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate or opinion is based; (c) a statement that, in the opinion of such Person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; (d) a statement of the assumptions upon which such certificate or opinion is based, and that such assumptions in the opinion of such Person are reasonable; and (e) a statement as to whether or not, in the opinion of such Person, such provision has been satisfied.

Any such certificate or opinion made or given by an Authorized Officer may be based, insofar as it relates to legal, accounting or educational matters, upon a certificate or opinion of or representation by counsel, an accountant or a consultant, unless such officer knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel, an accountant or a consultant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the applicable Participant upon a Certificate or opinion of or representation by any Authorized Officer, unless such counsel, accountant or consultant knows, or in the exercise of reasonable care should have known, that the Certificate or opinion or representation with respect to the matters upon which such Person's Certificate or opinion or representation may be based, as aforesaid, is erroneous. Neither the same Authorized Officer or the same counsel, accountant or consultant, as the case may be, need certify to all of the matters required to be certified under any provision of this Master Agreement or any related instrument, but any different Authorized Officer, counsel, accountant or consultant may certify to different matters, respectively.

#### Section 1.03 Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for

convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

- (b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect of any provision of this Master Agreement.
- (c) Unless the context otherwise indicates, all references herein to "Articles," "Sections" "paragraphs", "subparagraphs," "clauses" and other subdivisions are to the corresponding Articles, Sections, paragraphs, subparagraphs, clauses or other subdivisions of this Master Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Master Agreement as a whole and not to any particular Article, Section, paragraph, subparagraph, clause or other subdivision of this Master Agreement.

#### **ARTICLE II**

#### **OUTSTANDING LOAN BALANCES**

Section 2.01 Ratification of Outstanding Loan Balances. As authorized pursuant to its Board Resolution, each Participant and the Administrator listed as a party to a Preliminary Outstanding Loan Balance on Exhibit A hereto hereby ratifies and confirms such Preliminary Outstanding Loan Balance, whether (a) such Preliminary Outstanding Loan Balance was originated or incurred by such Participant in its current corporate capacity or (b) subsequently assigned to or assumed by such Participant upon or after its incorporation; provided, however, that each Preliminary Outstanding Loan Balance may be subject to adjustment as set forth in the definition of such term in Section 1.01.

Section 2.02 Repayment of Outstanding Loan Balances. Each Participant Borrower and corresponding Participant Lender with respect to all Outstanding Loan Balances to which it is a party hereby agrees that, at the end of its Fiscal Year, it must reconcile funds loaned and borrowed under this Master Agreement. Funds loaned and borrowed under this Master Agreement 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 Outstanding Loan Balance that is not fully repaid as of the end of the Fiscal Year shall be converted to a Revenue Anticipation Loan under Article III of this Master Agreement in order to provide repayment terms for such Outstanding Loan Balance.

#### **ARTICLE III**

#### REVENUE ANTICIPATION LOANS

Section 3.01 **Origination**. From time to time, pursuant to a Board Resolution of its Governing Body, any Participant may elect, in accordance with the terms and conditions of this Article III, to act as a Participant Borrower or a Participant Lender with regard to a Revenue Anticipation Loan made or incurred hereunder. Each Participant Loan shall be made or incurred pursuant to Board Resolutions duly adopted by the Governing Body of each Participant Borrower and Participant Lender; provided, however, that any Governing Body may delegate to an Authorized Officer the authority to approve the making or incurring of Revenue Anticipation

Loans only to the extent that the aggregate principal amount of outstanding Revenue Anticipation Loans to which the Participant is a party does not exceed \$50,000. A Participant Lender shall fund no Revenue Anticipation Loan with funds that have not been duly determined by the Participant Lender's Governing Body to be Eligible Funds.

Section 3.02 Accounting and Documentation. Each Participant shall ensure that the identity, origin and source of funds loaned or borrowed under this Master Agreement shall remain known, identifiable, open, auditable and accountable. For each Revenue Anticipation Loan, the Authorized Officer of the applicable Participant Borrower shall cause to be completed, executed and delivered to the corresponding Participant Lender a promissory note substantially in the form attached to this Master Agreement as *Exhibit C*, and each such Authorized Officer shall cause to be maintained a ledger of all amounts loaned or borrowed, the date of each borrowing and the source of funds for each borrowing, up-to-date copies of which shall be provided to the Governing Body of such Participant at regular meetings and upon request.

Section 3.03 The Administrator. As Administrator and not as a Participant, the Administrator shall assist each Participant Lender and Participant Borrower with processing of and funds transfer and recordkeeping for each Revenue Anticipation Loan authorized pursuant to a duly adopted Board Resolution of the Governing Body of each Participant therein, including without limitation, the maintenance of the applicable ledger as provided in Section 3.02. For all purposes of this Master Agreement, the Administrator shall be prohibited from acting as a Participant Borrower with respect to any Revenue Anticipation Loan that does not arise from the conversion of an Outstanding Loan Balance to the Administrator as provided in Section 2.02. The Administrator may act as a Participant Lender with respect to a Revenue Anticipation Loan subject to the terms of this Master Agreement. Notwithstanding the foregoing, the Administrator shall have no discretion or decision-making authority regarding the origination or repayment of any Revenue Anticipation Loan except for Revenue Anticipation Loans for which the Administrator is acting in the capacity of Participant Lender.

Anticipation Loan, the Participant Borrower shall be deemed to have agreed that its expenditure of such proceeds shall be solely for the Participant Borrower's operation of its Charter School as a public charter school based upon, or duly licensed to operate under, the Inspire Education Model and as provided in the applicable laws and regulations, in the Participant Borrower's charter and in furtherance of the Participant Borrower's specific charitable purposes. Without limitation of the foregoing, no Participant Borrower shall use any proceeds of a Revenue Anticipation Loan, directly or indirectly, to prepay to the Administrator all or any portion of its obligations under any Services Agreement except to the extent of making ordinary and necessary payments thereunder for the current Fiscal Year, it being the intent of the Participant Borrower that no such prepayment shall be made, in whole or in part, to provide funds to the Administrator in lieu of the proceeds of a Revenue Anticipation Loan prohibited under Section 3.03.

Section 3.05 **Repayment**. Each Participant Borrower shall repay its Revenue Anticipation Loan with Eligible Funds no later than the end of the Fiscal Year in which said Revenue Anticipation Loan is made hereunder.

Section 3.06 Late Charges. By its acceptance of a Revenue Anticipation Loan, each Participant Borrower acknowledges that any late payment by the Participant Borrower to or for the account of the corresponding Participant Lender or other sums due under or by virtue of this Master Agreement will cause the Participant Lender to incur costs not contemplated by this Master Agreement, the exact amount of which is difficult to ascertain. Accordingly, if any payment on the Revenue Anticipation Loan due from the Lessee shall not be received in full by the Participant Lender (or the Administrator acting on behalf of the Participant Lender) on the date such amount is due, then the Participant Borrower shall pay to the Participant Lender an amount equal to the costs incurred by the Participant Lender or the Administrator directly as a result of such late payment. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00, and thereafter, the Administrator, acting on behalf of the Participant Lender, may require the Participant Borrower to pay all future payments due on the Revenue Anticipation Loan by money order or cashier's check.

Section 3.07 **Source of Payments**. Each Participant Borrower shall repay its Revenue Anticipation Loan solely from its Eligible Funds. Nothing contained in this Section 3.07 shall be construed to release the Participant Borrower from the performance of any of the agreements on its part contained in or by virtue of this Master Agreement, and in the event the Participant Borrower shall fail to perform any such agreements on its part, the Administrator, acting on behalf of the applicable Participant Lender, may institute such action against the Participant Borrower as it may deem necessary to compel performance so long as such action does not abrogate the Participant Borrower's obligations under the Revenue Anticipation or under this Master Agreement.

#### ARTICLE IV

#### REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Charter. By its acceptance of any Revenue Anticipation Loan: (a) the Participant Borrower shall be deemed to represent, warrant and covenant to the Participant Lender that, as of the origination date of the Revenue Anticipation Loan: (i) it operates its Charter School as a public charter school based upon, or duly licensed to operate under, the Inspire Education Model in accordance with the terms of its Charter and applicable laws and regulations and (ii) that it has not received any notice of violation of the Charter; (b) the Participant Borrower further covenants and agrees to use its best efforts to: (i) maintain the Charter authorized for the Charter School and (ii) take any and all actions required to renew or extend the term of the Charter authorized for the Charter School for so long as the Revenue Anticipation Loan remains outstanding. Any material revision of the Charter authorized for the Charter School shall be deemed consistent with the terms of the preceding sentence unless such material revision in and of itself materially and adversely affects the operations of the Charter School or the financial condition of the Participant Borrower or the material revision causes the Charter School to cease to operate as a public charter school based upon, or duly licensed to operate under, the Inspire Education Model. Not later than 10 Business Days after receipt, the Participant Borrower covenants to provide the Administrator and the Participant Lender with a copy of any notice received from the Participant Borrower's Charter authorizer related to such authorizer's intent to revoke or to deny renewal or extension of the term of the Charter granted for its Charter School or any notice of any issues that, if not corrected or resolved, could lead to revocation or non-renewal of the Charter granted for its Charter School.

Section 4.02 **Books and Records**. In addition to the requirements set forth in Section 3.02, each Participant Borrower covenants and agrees, at all times to keep, or cause to be kept, proper books of record and account, prepared in accordance with GAAP, consistently applied, in which complete and accurate entries shall be made of all transactions of or in relation to the business, properties and operations of the Participant Borrower. Such books of record and account shall be available for inspection by the Administrator, each applicable Participant Lender and their respective duly authorized agents, at reasonable hours and under reasonable circumstances.

Section 4.03 Representations of Each Participant. As of the date hereof, and as of the date a Revenue Anticipation Loan is made or incurred, the Participant Borrower and the Participant Lender, as applicable, for such Revenue Anticipation Loan each represents and warrants:

- (a) that it is a California nonprofit public benefit corporation duly organized and in good standing under the laws of the State and that it has been duly authorized by proper action of its Governing Body to execute and deliver this Master Agreement and the documents and instruments applicable to the Revenue Anticipation Loan and to observe and perform its obligations under this Master Agreement and such Revenue Anticipation Loan;
- (b) that it has the necessary legal power and authority to execute and deliver this Master Agreement and all Revenue Anticipation Loan documents to which it is a party and has and will hereafter retain all necessary legal power and authority to perform all obligations and covenants in this Master Agreement and under the Revenue Anticipation Loan;
- (c) the execution and delivery of each Revenue Anticipation Loan document and its performance, rights and obligations thereunder do not violate any law or any of its obligations;
- (d) the Revenue Anticipation Loan documents have been duly executed and delivered by Participant Borrower and are and shall hereafter remain the legal, valid and binding obligations of the Participant Borrower, enforceable against the Participant Borrower in accordance with their respective terms, except as such enforcement may be limited by law;
- (e) there is not presently pending or threatened by or against the Participant Borrower any suit, action, proceeding, or investigation which, if determined adversely to the Participant Borrower, would have a material adverse effect upon the Participant Borrower's financial condition or ability to conduct its business as such business is presently conducted or is contemplated to be conducted in the foreseeable future, and the Participant Borrower will give prompt written notice to the Administrator and the

Participant Lender of any litigation or governmental proceedings pending or threatened against the Participant Borrower; and

(f) the Participant Borrower will prepare, execute and/or deliver such additional instruments and documents as the Participant Lender or its counsel reasonably may require or request in order to carry into effect the provisions and intent of this Master Agreement.

#### **ARTICLE V**

#### **DEFAULT AND REMEDIES**

Section 5.01 **Default**. The occurrence of any one or more of the following events shall constitute a default and breach of this Master Agreement by a Participant Borrower:

- (a) the failure of the Participant Borrower to make any payment on a Revenue Anticipation Loan when due;
- (b) (i) becoming insolvent as defined by applicable State law; (ii) the making by of any general assignment or general arrangement for the benefit of creditors; (iii) the filing by or against the Participant Borrower of a petition to have the Participant Borrower adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Participant Borrower, the same is dismissed or withdrawn within 60 days); (iv) the appointment of a trustee or a receiver to take possession of substantially all of the Participant Borrower's assets, where possession is not restored to the Participant Borrower within 30 days; or (v) the attachment, execution or other judicial seizure of substantially all of the Participant Borrower's assets, where such seizure is not discharged in 30 days;
- (c) the failure of the Participant Borrower to timely observe or perform any other covenant, condition or provision of this Master Agreement and such failure shall continue for a period of 30 days after written notice thereof by the Administrator or the corresponding Participant Lender to the Participant Borrower; provided, however, that if the nature of the Participant Borrower's default is such that more than 30 days are required for its cure, then the Participant Borrower shall not be deemed to be in default if the Participant Borrower commences such cure within said 30-day period and completes such cure within 60 days after such written notice;
- (d) the failure of the Participant Borrower to maintain its Charter to operate its Charter School or otherwise comply with the requirements of the California Education Code and such failure continues for a period of 30 days after written notice thereof by the Administrator or the corresponding Participant Lender to the Participant Borrower; provided, however, that if the nature of the Participant Borrower's default is such that more than 30 days are required for its cure, then the Participant Borrower shall not be deemed to be in default if the Participant Borrower commences such cure within such 30-day period and completes such cure within 60 days after such written notice;

- (e) the Participant Borrower ceases to operate a public charter school based upon the Inspire Education Model;
- (f) the Participant Borrower fails to use commercially reasonable efforts, including negotiation with its other creditors, to reduce its debt and liabilities;
- (g) the Participant Borrower fails to obtain any necessary approvals, consents, authorizations, licenses, certificates and waivers required by law or reasonably necessary to properly effectuate this Master Agreement and to perform its obligations hereunder and under the Revenue Anticipation Loan;
- (h) any representation or warranty made by the Participant Borrower under this Master Agreement or in connection with any Revenue Anticipation Loan shall be untrue, incomplete or misleading in any material respect.

Section 5.02 **Remedies in Default**. If a Participant Borrower is in default under the provisions of Section 5.01, then the applicable Participant Lender or the Administrator acting on such Participant Lender's behalf shall have the right to take such action as may be available to it under this Master Agreement or under applicable law, including, without limitation, to declare the remaining amount due under the applicable Revenue Anticipation Loan to be due and payable in full immediately.

#### **ARTICLE VI**

#### ADMISSION AND WITHDRAWAL OF PARTICIPANTS; THE ADMINISTRATOR

Section 6.01 **Effect of Admission as a Participant**. Any Person, upon admission as a Participant as provided in Section 6.02, shall be subject to all of the covenants, conditions and limitations imposed by this Master Agreement on any Participant.

Section 6.02 Admission of a Participant. Any Person not a Participant as of July 1, 2019, may be admitted as a Participant under this Master Agreement if:

- (a) such Person operates a public charter school based upon, or duly licensed to operate under, the Inspire Education Model;
- (b) such Person, pursuant to authorization under a Board Resolution duly adopted by its Governing Body, shall execute and deliver to the Administrator, in the form attached hereto as *Exhibit D*, a Certificate by which such Person agrees: (i) to become a Participant hereunder subject to compliance with all provisions of this Master Agreement and (ii) to perform its obligations with respect to each Revenue Anticipation Loan for which it is a Participant Lender or Participant Borrower, as applicable;
- (c) the Administrator shall have determined as a factual matter that such Person has satisfied the conditions provided in paragraphs (a) and (b) above for the admission of such Person as a Participant hereunder; and

(d) the roster of Participants maintained as Exhibit B hereto shall be amended by the Administrator to add such Person as a Participant.

Each successor, assignee, surviving, resulting or transferee corporation of a Participant must agree to become, and satisfy the above-described conditions to becoming, a Participant prior to any such succession, assignment or other change in such Participant's corporate status.

Section 6.03 Withdrawal of a Participant or the Administrator. Each of the Participants and the Administrator covenants that it will not take any action, corporate or otherwise, which would cause it or any successor thereto into which it is merged or consolidated to withdraw and cease to be a Participant hereunder unless:

- (a) prior to and immediately after such withdrawal as a Participant, no default on the part of such Participant exists hereunder or under any Revenue Anticipation Loan for which the Participant is a Participant Borrower;
- (b) prior to such withdrawal, the Participant shall not be a Participant Borrower under any Revenue Anticipation Loan then outstanding and not paid in full;
- (c) prior to such withdrawal, the Administrator shall have consented thereto; and
- (d) the roster of Participants maintained as Exhibit B hereto shall be amended by the Administrator to delete such Person as a Participant.

Section 6.04 **Appointment of Administrator**. Each Participant, by becoming a Participant hereunder, irrevocably appoints the Administrator to act in that capacity hereunder. In the event that the Administrator withdraws as a Participant pursuant to Section 6.03, the remaining Participants, by execution of a Certificate hereunder, shall designate one such Participant to act as Administrator pursuant to this Section 6.04.

#### **ARTICLE VII**

#### **GENERAL PROVISIONS**

Section 7.01 **Indemnification**. Each Participant Borrower shall defend, indemnify, and hold each Participant Lender and the Administrator and their respective 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 its respective obligations under this Master Agreement or Revenue Anticipation Loan, except for such loss or damage caused solely by the negligence or willful misconduct of the corresponding Participant Lender or the Administrator, as applicable.

Section 7.02 **Fiduciary Obligations**. The respective Governing Body of each Participant has reviewed this Master Agreement and the applicable Revenue Anticipation Loan documents in good faith, and in a manner in which it considers to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent Person in a like position would use

under similar circumstances, and has determined that the applicable Revenue Anticipation Loan documents are in its best interests, and that the terms thereof and hereof are fair and reasonable.

Section 7.03 Assignment. No Participant shall assign this Master Agreement, any interest in this Master Agreement or under any Revenue Anticipation Loan document, or its respective rights or obligations hereunder and thereunder without the express prior written consent of the corresponding Participant. This Master Agreement shall be binding on, and shall inure to the benefit of, the Participants and their respective permitted successors and assigns.

Section 7.04 **Notice**. Any notice given under this Master Agreement shall be in writing and served either personally or sent by prepaid certified first class mail, overnight delivery service, courier or Electronic Means addressed to the Administrator acting on behalf of each applicable Participant. Notice by mail shall be deemed to be communicated five Business Days from the date of mailing. Notice by overnight delivery service shall be deemed to be communicated three Business Days from the date of shipping. Notice by courier or Electronic Means shall be deemed to be communicated the Business Day immediately after the date of transmittal.

Section 7.05 **Amendments**. No supplement, modification, or amendment of this Master Agreement shall be binding unless in writing and executed the Administrator and the Participants.

Section 7.06 Entire Agreement. This Master Agreement and the Revenue Anticipation Loan documents executed and delivered pursuant hereto shall constitute the entire agreement among the Participants and the Administrator with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Participants and the Administrator with respect to such subject matter made or entered into prior to the date of this Master Agreement.

Section 7.07 Arm's Length and Independent Counsel. This Master Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters herein set forth. 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 hereby waived. The provisions of this Master Agreement shall be interpreted in a reasonable manner to effect the purposes of the Participants, the Administrator and this Master Agreement. Each Participant has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Master Agreement.

Section 7.08 **No Waiver**. No waiver of any provision of this Master 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 Participant making the waiver.

Section 7.09 Severability. If any provision of this Master Agreement is invalid or contravenes State law, such provision shall be deemed not to be a part of this Master 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 Master Agreement.

Section 7.10 Governing Law. This Master Agreement shall be governed by and interpreted under the laws of the State.

Section 7.11 **Counterparts**. This Master 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. An electronic copy of the fully executed original version of this Master Agreement shall have the same legal effect as an executed original for all purposes.

Section 7.12 **No Third Party Beneficiary**. No Person who is not a party to this Master Agreement is an intended beneficiary and no non-party to this Master Agreement shall have any rights hereunder.

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IN WITNESS WHEREOF, this Master Credit Agreement is duly executed as of July 1, 2019. INSPIRE CHARTER SCHOOL - LOS ANGELES, a California nonprofit public benefit corporation INSPIRE CHARTER SCHOOL - SOUTH, a California nonprofit public benefit corporation INSPIRE CHARTER SCHOOL - NORTH, a California nonprofit public benefit corporation By \_\_\_\_\_\_[Name and Title] WINSHIP COMMUNITY SCHOOL, a California nonprofit public benefit corporation INSPIRE CHARTER SCHOOL - CENTRAL, a California nonprofit public benefit corporation CLARKSVILLE CHARTER SCHOOL, a California nonprofit public benefit corporation

By Name and Title

[SIGNATURES CONTINUE ON NEXT PAGE]

PACIFIC COAST ACADEMY, a California nonprofit public benefit corporation

By
By [Name and Title]
INCOIDE EDUCATION FOUNDATION
INSPIRE EDUCATION FOUNDATION,
a California nonprofit public benefit corporation
Dy
By Name and Title
[Name and Title]
INIODIDE INITATEDOTOM
INSPIRE UNIVERSITY,
a California nonprofit public benefit corporation
D
By[Name and Title]
[Name and Title]
THE ADEL AND CHADTED SCHOOL
HEARTLAND CHARTER SCHOOL,
a California nonprofit public benefit corporation
D
By[Name and Title]
[Name and Title]
DDOVENANCE
PROVENANCE,
a California nonprofit public benefit corporation
Dy
[Name and Title]
[Name and The]

#### EXHIBITS TO MASTER CREDIT AGREEMENT

**EXHIBIT A: Schedule of Outstanding Loan Balances** 

**EXHIBIT B: Roster of Participants** 

**EXHIBIT C:** Form of Revenue Anticipation Promissory Note

**EXHIBIT D:** Form of Certificate of Admission as a Participant

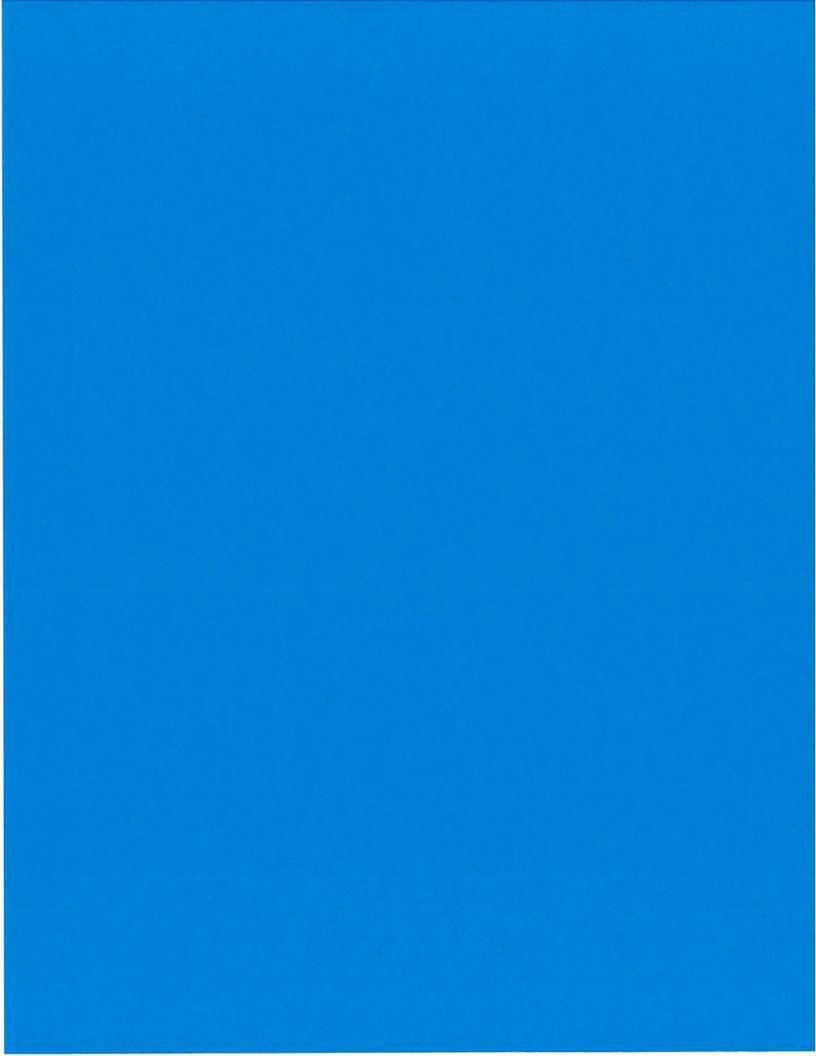
**EXHIBIT A Schedule of Preliminary Outstanding Loan Balances** 

<b>Lending Party</b>	<b>Receiving Party</b>	Balance*
Inspire LA	District	\$2,377,904.78
Inspire North	Jitterbug	\$50,000.00
Inspire Winship	District	\$371,362.44
Inspire Central	University	\$20,000.00
Inspire District Office	South	\$2,391,991.42
Inspire District Office	North	\$2,566,913.38
Inspire District Office	Kern	\$4,278,340.04
Inspire District Office	Central	\$4,292,721.15
Inspire District Office	Clarksville	\$28,782.44
Inspire District Office	PCA	\$3,359,803.08
Inspire District Office	Foundation	\$2,907,230.83
Inspire District Office	Heartland	\$4,632,820.24
Inspire District Office	University	\$99,000.00
Inspire Jitterbug	Kern	\$320,000.00
Inspire Jitterbug	Central	\$100,000.00
Inspire Jitterbug	Foundation	\$46,310.00
Inspire Heartland	Jitterbug	\$50,000.00
Inspire Heartland	University	\$70,000.00
Inspire SD Enrichment	District	\$22,789.24
Inspire SD Enrichment	Foundation	\$15,500
Inspire University	Foundation	\$100,400.00

<sup>\*</sup> Subject to adjustment in the course of reconciling and closing financial statements for the fiscal year ended June 30, 2019.

## EXHIBIT B Roster of Participants

Inspire Charter School – Los Angeles, a California nonprofit public benefit corporation Inspire Charter School – South, a California nonprofit public benefit corporation Inspire Charter School – North, a California nonprofit public benefit corporation Winship Community School, a California nonprofit public benefit corporation Inspire Charter School – Central, a California nonprofit public benefit corporation Clarksville Charter School, a California nonprofit public benefit corporation Pacific Coast Academy, a California nonprofit public benefit corporation Inspire Education Foundation, a California nonprofit public benefit corporation Inspire University, a California nonprofit public benefit corporation Heartland Charter School, a California nonprofit public benefit corporation Provenance, a California nonprofit public benefit corporation





## fresno county superintendent of schools

October 7, 2019

Via U.S. Mail

Members of the Board of Inspire Charter School – Fresno Inspire Charter School – Fresno, Board of Directors 1781 East Fir Avenue Fresno, CA 93720

1740 Huntington Drive, Ste. #205 Duarte, CA 91010

Re: Request for Information Regarding Inspire Charter School - Central

Dear Members of the Board of Inspire Charter School – Fresno:

On September 10, 2019, the Fresno County Superintendent of Schools ("FCSS") sent a request for information/documents to Westside Elementary School District ("WESD"), the school district which authorizes Inspire Charter School – Central ("Inspire") relating to information learned by FCSS that raised concerns regarding Inspire. Specifically, information has been shared with FCSS suggesting that Inspire may be operating in violation of the geographic location requirements of the Charter School Act (Education Code sections 47600 et seq.). Also, FCSS has learned that there has been a significant increase in enrollment at Inspire in a very short period of time which raises questions regarding Inspire's practices.

FCSS requested that WESD obtain from Inspire and provide to FCSS certain information/documents relating to FCSS's concerns no later than October 1, 2019. WESD has informed FCSS that it requested the information/documents at issue from Inspire shortly after receiving FCSS's request, but that Inspire still has not provided the requested information/documents.

Set forth herein are FCSS's concerns relating to Inspire. Please provide WESD and FCSS with the information/documents requested herein, no later than October 14, 2019.

#### Geographic Location Requirements

Education Code 47605 (a)(1) and 47605.1(a) require that "A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district."

Additionally, Education Code section 47605.1(d) states that "a charter school that is unable to locate within the geographic boundaries of the chartering school district may establish one site outside the boundaries of the school district, but within the county within which that school district is located, if the school district in which the charter school proposes to operate is notified in advance of the charter petition

Re: Inspire Charter School - Central

October 7, 2019 Page 2 of 3

approval, the county superintendent of schools is notified of the location of the charter school before it commences operations, and either of the following circumstances exist:

- (1) The charter school has attempted to locate a single site or facility to house the entire program, but such a facility or site is unavailable in the area in which the charter school chooses to locate.
- (2) The site is needed for temporary use during a construction or expansion project."

Also, Education Code section 47604.4 requires that a charter school "shall notify the county superintendent of schools of the county in which it is located of the location of the charter school, including the location of each site, if applicable, prior to commencing operations."

In short, Inspire cannot legally locate/operate outside of WESD's geographic boundaries unless one of the above-described limited exceptions apply.

The California Department of Education ("CDE") website identifies Inspire's address(es) as follows:

School Address:

1781 East Fir Ave., Ste. #101

Fresno, CA 93720

Mailing Address:

1740 Huntington Dr., Ste. #205

Duarte, CA 91010

Neither the "school address" nor the "mailing address" is located within WESD's boundaries. Rather, the "school address" is within the boundaries of Clovis Unified School District and the "mailing address" is located in southern California.

At the time Inspire submitted its charter petition to WESD, did Inspire communicate to WESD that it was invoking one of the exceptions to the geographic location requirements set forth in Education Code section 47605.1(d)? Namely, at the time it submitted its petition to WESD, did Inspire claim that it needed to operate outside the WESD boundaries because either (1) Inspire had attempted to locate a single site/facility to house its program within WESD's boundaries, but that there was no site available within WESD's boundaries, or (2) the site outside WESD's boundaries was needed for temporary use while Inspire constructed a site within WESD's boundaries?

If neither of these things was established by Inspire at the time they submitted their petition, Inspire's operation outside of WESD's geographic boundaries violates Education Code sections 47605(a)(1) and 47605.1(a) and (d).

Also, in addition to operating at the above-described location within Clovis Unified School District's boundaries, FCSS has been informed that Inspire provides instruction, testing, and support services to its students/parents at multiple locations outside WESD's geographic boundaries on a consistent and repeated basis. Again, unless Inspire fits into one of the very limited exceptions described above, Inspire is violating the applicable law by operating its charter school outside the geographic boundaries of WESD.

Further, FCSS was never provided the required written notice, before it started its operations outside WESD's geographic boundaries. (See 47604.4(b) and 47605.1(d)).

Please provide FCSS with all information/documents you have regarding Inspire's operations outside WESD's boundaries and relating to any potential applicability of the limited exceptions to operating within WESD's boundaries as described herein.

#### Increases in Enrollment

FCSS has also learned that Inspire's enrollment has increased dramatically since it first began its operation in the 2016-17 school year. Based on the information on the CDE website, Inspire's enrollment for its first three years of operation were as follows:

Re: Inspire Charter School - Central

October 7, 2019 Page 3 of 3

2016-17: 248 enrolled 2017-18: 975 enrolled 2018-19: 1,800 enrolled

This drastic increase in enrollment raises concerns regarding Inspire and merits a closer look into Inspire's operations/practices.

In addition to WESD's oversight responsibilities as Inspire's authorizer, as County Superintendent, I have the authority to do the following regarding a charter school operating in Fresno County:

- make reasonable inquiries, including inquiries regarding financial records, to the charter school (See Education Code section 47604.3);
- "review or audit the expenditures and internal controls" of any charter school in Fresno County if there is "reason to believe that fraud, misappropriation of funds, or other illegal fiscal practices have occurred that merit examination." (See Education Code section 1241.5);
- "monitor the operations" of a charter school located within Fresno County and "conduct an investigation into the operations of that charter school "based upon written complaints by parents or other information that justifies the investigation." (See Education Code section 47604.4).

Please provide the following documents and information to FCSS and WESD so that it can be determined whether further investigation/action is necessary regarding Inspire:

- 1. Copies of all contracts between Inspire and any other entity or person entered into since July 1, 2016;
- 2. Copies of all Inspire loan documents and/or agreements entered into since July 1, 2016;
- A summary list of all payments made by Inspire (including vendor name) from the Services
   Operating category (5xxx series objects) since July 1, 2016;
- A summary list of all payments made by Inspire (including vendor name) from the Other Outgo category (74xx series objects) since July 1, 2016;
- 5. Addresses for all Inspire students enrolled during the 2016-17, 2017-18, and 2018-19 school years;
- 6. A list of all Inspire staff, including names, position, FTE, and salary & benefits for each for the 2016-17, 2017-18, and 2018-19 school years;
- 7. The addresses of all locations where Inspire has provided instruction, testing, and/or support services to students/parents, and/or conducted business since July 1, 2016.

Please provide the requested documents and information set forth in this letter no later than October 14, 2019. Thank you.

lim A Vovino

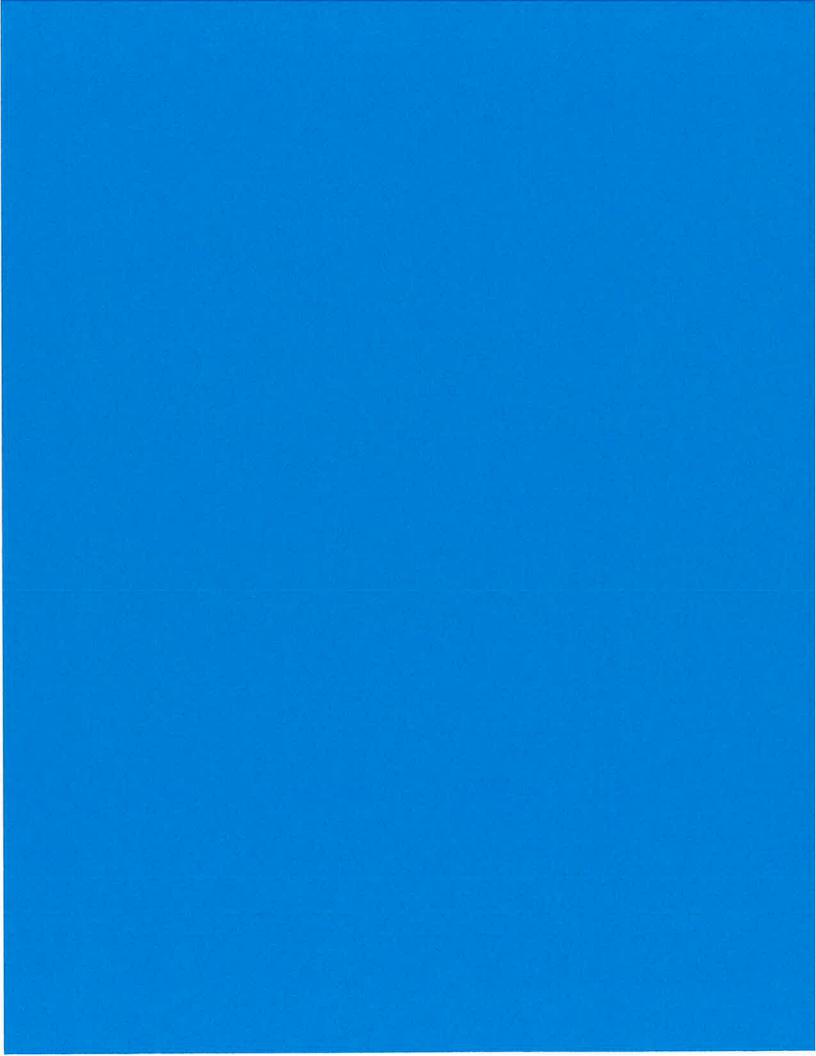
Sincerely

Fresno County Superintendent of Schools

CC:

Baldomero Hernandez, Superintendent, Westside ESD (<u>bhernandez@westside-elem.com</u>)

Dr. Laurie Goodman, Principal, Inspire Charter School – Central (<u>laurie@inspireschools.org</u>)



October 14, 2019

Re: Your October 7, 2019 letter concerning Yosemite Valley Charter - Inspire Charter School

Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721

Dear Superintendent Yovino:

I'm responding to your letter concerning Inspire Charter School - Central ("Inspire"), also known as Yosemite Valley Charter, which is authorized by the Westside Elementary School. You have asked several questions concerning Inspire and WESD's oversight of the charter school. WESD has and continues to exercise appropriate oversight. We value our relationship with WESD and will continue to provide all requested documents as well as answer all questions and requests for information.

#### **Geographic Locations**

There was a concern about two specific addresses listed on the CDE website: (1) 1781 East Fir Ave, Ste. 101, Fresno, CA 93120, and (2) 1740 Huntington Dr. Ste. 205, Duarte, CA 91010. Yosemite Valley Charter does not operate a school or resource center at either location. The information will be updated. At the administrative office located at 1781 East Fir Ave. Ste. 101 Fresno, CA 93720. At this time Inspire does not operate a school or resource center there, and will not be doing so in the future.

#### <u>Increases in Enrollment</u>

There has been concerns that Yosemite Valley is growing very rapidly, we want to confirm the reliability of its enrollment figures. WESD has taken appropriate steps to verify enrollment information for Yosemite Valley. Attached to this document is the requested addresses for students for the 2016-2017, 2017-2018, 2018-2019, 2019-2020 school years.

#### Requested Documents and Information

# YOSEMITE VALLEY CHARTER SCHOOL

#### YOSEMITE VALLEY CHARTER SCHOOL

1781 East Fir Avenue #102, Fresno, California 93720 Phone (559)754-1442 \* Fax (559) 335-4089

You have requested the following documents and information:

- 1. Copies of all contracts between Inspire and any other entity or person entered into since July 1, 2016;
  - a. We can provide a full list of our vendors or any other types of contracts if you would like. Please let us know specifically what you need so we can provide you with the appropriate documents.
- 2. Copies of all Inspire loan documents and/or agreements entered into since July 1, 2016;
  - a. Are you requesting factoring agreements or loan documents? Factoring agreements are not considered loans.
- 3. A summary list of all payments made by Inspire (including vendor name) from the Services & Operating category (5xxx series objects) since July 1, 2016;
  - a. Please see the attached documents, hard copy files (4,100+ pages) can be provided if requested.
- 4. A summary list of all payments made by Inspire (including vendor name) from the Other Outgo category (74xx series objects) since July 1, 2016;
  - a. Please see the attached documents, hard copies can be provided if requested.
- 5. Addresses for all Inspire students enrolled during the 2016-17, 2017-18, and 2018-19 school years;
  - a. Attached is the requested documents for all Inspire students enrolled during the following school years: 2016-2020.
- 6. A list of all Inspire staff, including names, position, FTE, and salary & benefits for each for the 2016-17, 2017-18, and 2018-19 school years;
  - a. We can refer you to a public directory list which provides employee ID numbers. We can share a complete list but a confidentiality agreement must be completed for employee privacy. In the meantime, we will work on a document that identifies employees by a number only.
- 7. The addresses of all locations where Inspire has provided instruction, testing, and/or support services to students/parents, and/or conducted business since July 1, 2016.
  - a. This has been provided and is attached below. A hard copy can be provided upon request.

We appreciate the support of Westside Elementary School District and the Fresno County Office of Education. We want to assure both FCOE and WESD that we will be continuing to build an advanced oversight system as well as look forward and engage in



#### YOSEMITE VALLEY CHARTER SCHOOL

1781 East Fir Avenue #102, Fresno, California 93720 Phone (559)754-1442 \* Fax (559) 335-4089

a FCMAT audit to ensure best fiscal practice. If you have any additional questions please reach out.

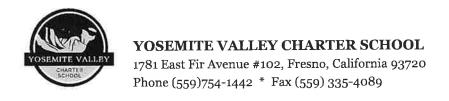
Sincerely,

Laurie Goodman

Dr. Laurie Goodman Interim Senior Director/Principal Yosemite Valley Charter School

Work: 559-754-1442 Cell: 559-999-5030

laurie@inspireschools.org



#### **Testing Locations for Yosemite Valley and Monarch River**

#### 2019 Testing Locations

State Testing has been provided at the following locations but it is not on a repeated basis.

Madera County

Location: First Baptist Church Oakhurst

Address: 49547 School Rd. Oakhurst, CA93644

SBAC Dates: April 23 & 24 CAST Dates: April 25

Monterey County

Location: Monterey Bay Event Center Address: 249 10th St. Marina, CA 93933

SBAC Dates: April 23 & 24 CAST Dates: April 25

Fresno County

Location: National University

Address: 20 River Park Pl. W. Fresno, CA 93720

SBAC Dates: April 30 & May 1

CAST Dates: May 2

Tulare County

Location: Fresno Pacific University Visalia Address: 245 Plaza Dr. Visalia, CA 93291

SBAC Dates: CAST Dates:

Merced County

Loation: The Church of Jesus Christ of LDS

Address: 1080 E. Yosemite Ave. Merced, CA 95340

SBAC Dates: May 7 & 8 CAST Dates: May 9

Fresno County

Location: First Baptist Church

Address: 1733 Draper St. Kingsburg, CA 93631

SBAC Dates: April 23 & 24 CAST Dates: April 25

Fresno County

Location: National University

Address: 20 River Park Pl. W. Fresno, CA 93720

SBAC Dates: May 22 & 23 CAST Dates: May 24

Tulare Countu

Location: Fresno Pacific University Visalia Address: 245 Plaza Dr. Visalia, CA 93291

SBAC Dates: CAST Dates:

#### 2018 Testing Locations

Madera County

Location: First Baptist Church Oakhurst

Address: 49547 School Rd. Oakhurst, CA93644

SBAC Dates: April 17 & 18 CAST Dates: April 17 Merced County

Loation: The Church of Jesus Christ of LDS

Address: 1080 E. Yosemite Ave. Merced, CA 95340

SBAC Dates: April 24 & 25 CAST Dates: April 24



#### YOSEMITE VALLEY CHARTER SCHOOL

1781 East Fir Avenue #102, Fresno, California 93720 Phone (559)754-1442 \* Fax (559) 335-4089

Monterey County

Location: Marina Public Library

Address: 188 Seaside Ave. Marina, CA 93933

SBAC Dates: May 1 & 2 CAST Dates: May 1

**Tulare County** 

Location: Fresno Pacific University Address: 245 Plaza Dr. Visalia, CA93291

SBAC Dates: May 1 & 2 CAST Dates: May 1 Fresno County

Location: DeVryUniversity

Address: 7575 N. Fresno St. Fresno, CA 93721

SBAC Dates: May 8 & 9 CAST Dates: May 8

#### 2017 Testing Locations

Fresno County

Location: DeVry University

Address: 7575 N Fresno St. Fresno, CA 93721

SBAC Dates: April 24&26 or April 25 & 27

CAST Dates: April 24, 25, or 26

Tulare County:

Location: Visalia Branch Public Library

Address: 200 West Oak Ave . Visalia, CA 93291

SBAC Dates: May 2-4 CAST Dates: May 4

#### **Enrichment Academies**

Students attended Enrichment Academies once a week for three hours a day for art and other non-common core based activities. Currently there are no Enrichment Academies being held at any locations in Fresno County or in the state of California.

#### 2018/2019 Locations:

Tuesdays and Wednesdays -

Fresno:

Sonrise Church 3105 N. Locan

Clovis, CA 93619

Tuesdays and Thursdays -

Fresno:

Northpark Community

Church

2297 E. Shepherd Ave

Fresno, CA 93720

Tuesdays and Thursdays -

Kingsburg:

First Baptist Kingsburg

Church

1615 Draper St.

Kingsburg, CA 93631



#### YOSEMITE VALLEY CHARTER SCHOOL

1781 East Fir Avenue #102, Fresno, California 93720 Phone (559)754-1442 \* Fax (559) 335-4089

#### **2017/2018 Locations:**

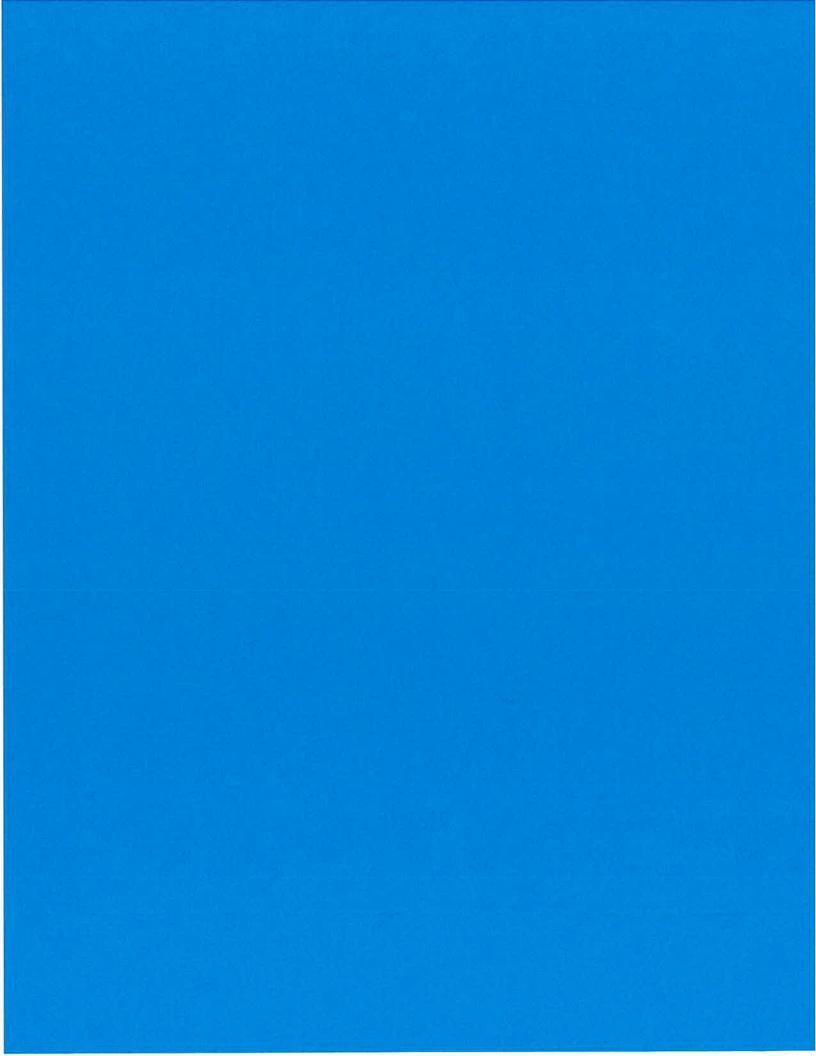
Northpark Community Church 2297 E. Shepherd Ave Fresno, CA 93720

#### **2016/2017 Locations:**

Northpark Community Church 2297 E. Shepherd Ave Fresno, CA 93720

Twice a semester (four times a year) students could also meet their A-G HQT Teacher at our Fresno Office, outside of normal business hours for their science lab requirements.

1781 E. Fir Ave. Suite 101 Fresno, CA 93720



### Inspire Charter School – Central

## Submitted to Westside Elementary School District



Submitted: July 15, 2016

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F.	Teacher Signature Page						
G.	Five Year Budget, Three Year Cash Flow, and Assumptions						

As the authorized lead petitioners, we, Herbert Nichols and Kimmi Buzzard, hereby certify that the information submitted in this petition for a California public charter school to be named Inspire Charter School ("ICS" or the "Charter School"), to be operated by Inspire Charter Schools, and to be authorized by the Westside Elementary School District (the "District") is true to the best of our knowledge and belief; we also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- In addition to any other requirement imposed under this part, a charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of the characteristics listed in Section 220. Except as provided in paragraph (2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school.
- Student enrollment and admissions.
  - A. Inspire Charter School Central shall admit all pupils who wish to attend the school.
  - B. However, if the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the district except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law.
  - C. In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the charter school and in no event shall take any action to impede the charter school from expanding enrollment to meet pupil demand.
- Notice of requirements when student is expelled or leaves school.

If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the

cumulative record of the pupil, including a transcript of grades or report card, and health information. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Section 48200.

- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Herbert Nichols

Kimmi Buzzard

Date

Date

In 1992, the California State Legislature passed the Charter Schools Act, creating the vehicle for parents/guardians and educators to collaborate on innovative educational opportunities for children throughout the state of California. Pursuant to Education Code Section 47601, charter schools were created as a method to accomplish all of the following:

- Improve pupil learning.
- Increase learning opportunities for all pupils with special emphasis on expanded learning opportunities for pupils who are identified as academically low achieving.
- Encourage the use of different and innovative teaching methods.
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- Provide parents/guardians and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- Hold the schools accountable for meeting measurable pupil outcomes and provide the schools with a method to change from rule-based to performance-based accountability systems.
- Provided vigorous competition within the public school system to stimulate continual improvements in all public schools.

**Inspire Charter School – Central (ICS)** fully embraces the Legislative intent of the Charter Schools Act, and its mandate. Specifically, the Charter School will:

- Improve pupil learning by expanding access to AP and other elective courses.
- Increase learning opportunities for low-achieving pupils by allowing them to do credit recovery through online technology.
- Provide different and innovative teaching methods using a combination of individualized learning and project-based activities.
- Create new professional opportunities for teachers, including increased responsibility for the learning program, as they play an active role in shaping a unique curriculum, for example;
- Provide a unique educational choice for parents/guardians that are not offered by any school district in the region.
- Demonstrate its ability to successfully operate these academic programs and meet measurable pupil outcomes within a performance-based context.
- Provide competition to other school programs that will stimulate the improvement of all public schools in the region.

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#### I. FOUNDING GROUP

The following founding board members and school faculty provide the background and necessary expertise in the above areas to ensure the success of the Charter School:

Co-Lead Petitioner – Herbert Nichols: Dr. Nichols received his Doctor of Education in K-12 Leadership from the University of Southern California, with a dissertation on Secondary School Reform in Mathematics. He has served as an Instructional Expert assisting with the writing of English Language Arts Curriculum Guides and Periodic Assessments used by all 6-12 grade students in the Los Angeles Unified School District. At Manual Arts High School he served as WASC Coordinator and since then has been asked to serve as a member of numerous visiting accreditation teams; including accreditation teams for Independent Study charter schools. WASC has recently asked him to Chair a visiting team for another Independent Study charter school. Currently he serves as Executive Director for Inspire Charter School and Inspire Charter School – South.

**Co-Lead Petitioner – Kimmi Buzzard:** Kimmi Buzzard currently serves as Director of School Growth. Prior to coming to Inspire in the Winter of 2014, Mrs. Buzzard served as a virtual education teacher for six years. Kimmi received her BA from the University of California, Irvine in Social Science with a double minor in History and Education and later earned her Multiple Subject Teaching Credential from National University. Mrs. Buzzard has also served as a Lead Teacher/Program Coordinator for a site-based elementary school in Santa Ana, California.

#### **Current Board Members:**

Chairman of the Board – Henry Torres: Mr. Torres has had a successful 38-year career with the Los Angeles Unified School District. He has been a teacher, counselor, Assistant Principal and Principal at the middle and high school levels in various communities throughout the greater Los Angeles area. For the last 11 years in retirement, he has continued to serve the students of Los Angeles as an Interim Administrator, Pre-K through 12th grade.

Vice-Chairman of the Board – Diane L. Johnson: Ms. Johnson recently retired after thirty-seven years as a teacher and coordinator at the Middle and High School levels. Her last position at Belvedere Middle School when she retired was Special Education Coordinator. Located in the Pico-Union area of Los Angeles, Belvedere Middle School maintains enrollment of just over 1000 students, approximately 13% of whom participate in Special Education. Ms. Johnson oversaw special education service provision to approximately 130 students, including helping develop and monitoring IEPs. Across the span of her career, Ms. Johnson has helped implement IEPs for hundreds of students with a broad range of disabilities and learning needs.

Prior to serving at Belvedere, Ms. Johnson served as ROP/Work Experience Coordinator at Reseda High School, and she has held a broad range of teaching positions. Concurrent to teaching at the middle and high school levels, Ms. Johnson served in teacher leadership roles

Inspire Charter School 7 | Page

including United Teachers of Los Angeles Chapter Chair, Shared Decision Making Council member, School Site Council member, and Curriculum Committee member.

**Board Treasurer – Marc McPhee:** Mr. McPhee is a National Board Certified Teacher at Teacher Prep Academy in San Fernando, California. Marc has served as a Technology Coordinator for several schools and as a school Media Arts Librarian as well. Mr. McPhee received his Master of Arts in School Librarianship from California State University of Long Beach in 2003. During his time in the Los Angeles Unified School District he has consistently served as a Mentor Teacher and BTSA Support Provider for newer teachers.

Board Secretary – Julia Umana: Julia Umana has a Master of Arts in Education major in Curriculum and Instruction from the University of Phoenix and has two Bachelor's Degrees from California State University Northridge- one in Spanish major in Spanish Language and Culture and in Liberal Arts major in Spanish. She has worked as a pre-school and elementary bilingual teacher and also as a parent facilitator helping parents understand the Department of Children and Family Services system. Julia is also a foster parent for the DCFS that provides support to parents and aid children in placement to understand their removal from their home making sure they have a safe and secure home for them during this time. Currently, she is the Director/Owner and Lead Teacher for the Umana Family Child Care, a Los Angeles Universal Preschool program that provides early education to preschool children, promoting discipline and preparing them for Kindergarten while providing parents with information and training on parenting skills.

**Board Member – Jo Della Pena:** One board position is reserved for a current parent with students enrolled in Inspire Charter Schools educational program. Mrs. Della Pena has been an active parent heading up the original creation of the school's Parent Teacher Organization (PTO). Jo is a truly accomplished business woman in her own right. She founded her own company in 1997, called The Business of You, which provides a variety of services including bookkeeping, cash management, streamlining business systems, processing payroll for numerous businesses. Mrs. Della Pena with her strong business background, also volunteers and serves as the Treasurer for Glenkirk Church in Glendora, California.

#### Former Founding Board Members – Now School Employees:

Director of School Support/Principal – Cristino Alcala: Currently serving as Principal of Inspire Charter School, the first Independent Study charter school founded by Inspire Charter Schools. Prior to this, he was the Founding Principal of the ASE, a STEM themed charter high school. As Principal Mr. Alcala is responsible for overseeing the daily operations of the school, including students, teachers, and support staff. Additionally he is responsible for running staff professional development meetings, speaking at parent-teacher events, and ensuring that all state compliances are met. Prior to this he was a teacher, dean, and coordinator at Manual Arts High School for twenty-three years. The last six of these years he spent in leadership as Dean of Students and Campus Safety Coordinator, ensuring a safe and secure learning environment for 3,300 students daily.

Inspire Charter School 8 | Page

Corporate President – Edward Robillard: Dr. Robillard has ten years of experience serving as a high school principal, including Manual Arts HS and West Adams Preparatory HS in Los Angeles. And currently serves as Principal of Santa Clara High School in Oxnard. He has also served at the central district office of the Los Angeles Unified School District. Edward currently serves on two non-profit governing boards – A Better LA since 2004 and the USC Chapter of Phi Delta Kappa since 2006. He received his Doctorate from the University of Southern California in 2001, with in emphasis in school finance. Prior to working in education, Dr. Robillard was an officer and engineer for the United States Navy. During his career in education, he continued to serve in the United States Naval Reserve retiring in 2001, with the rank of Commander.

Deputy Director of Secondary Education – Darryl Collins: Mr. Collins was one of the first graduates of LAUSD's experimental CCC, College Core Curriculum, from Los Angeles High School, which emphasized a college-going culture and curriculum. After traveling back and forth across the United States and Europe, Darryl settled down and received his BS degree in Biology/Biochemistry from CSU Dominguez Hills. While conducting genetic research Mr. Collins participated in a NASA grant at Florence Nightingale Middle School, and with the encouragement of the school's administration decided to bring his talents to education. As science department chair at Thomas Jefferson High School, he implemented new instructional programs focusing on cross-curricular projects, inquiry-based science lesson, environmental awareness and formed close educational ties with local colleges and universities. Ultimately, Mr. Collins assembled the team of teachers that founded Student Empowerment Academy (SEA), and served as the Lead Teacher and New Technology's Site Advocate for three years.

**Charter School Development Center** 

Director of High School Hybrid - Linda Rahardjo: Ms. Rahardjo moved to California from Indonesia at a young age and attended school at a small district called San Marino. She achieved academic success in high school and had the honor to attend University of California, Los Angeles pursuing a Bachelor of Science Degree in Physiological Sciences. It was at UCLA where she realized her passion for working with inner-city kids. She began her journey towards education when she worked at several educational programs, such as Kaplan SCORE! where she worked as an academic mentor and Brentwood Summer bridge program as a student teacher and counselor to help at-risk kids close the achievement gap. She eventually earned her Masters of Education at UCLA's Teacher Education Program. She gained meaningful student teaching experiences at San Marino H.S., Inglewood H.S., Jordan H.S., and Thomas Jefferson H.S. As a part of the original team who opened Student Empowerment Academy, Ms. Rahardjo has become a New Tech Network certified teacher and trainer in the project-based learning pedagogy. She creates original projects that adapt to the evolution of time and always strives to include technology tools as a way to increase process skills as well as content knowledge. She is a very proud member of the Student Empowerment Academy family, a charter high school in south Los Angeles.

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#### **Ongoing Support and Assistance:**

#### **Charter School Development Center**

Founded in 1992, CSDC is the nation's oldest non-profit resource center to charter schools. CSDC provides expert technical assistance informed by close involvement with law, regulation and practice related to all aspects of charter schools operations and oversight. CSDC's charter school development staff members each have over 20 years of experience working in and advising schools. Eric Premack, founding Director of CSDC, is a leading expert in charter school operations and governance, with special expertise in finance, law, and policy. Susanne Coie, Development Services Manager, has expertise in curriculum, instruction and assessment as well as charter school finance, governance and operations. Their vision is to help public education change from a highly regulated, process-based system to one that allows and encourages schools to be more creative, performance-based centers of effective teaching and learning. They aim to achieve this by providing technical assistance to the charter school reform movement in California, nationally, and internationally.

#### Young, Minney & Corr, LLP

As a leader in charter school representation since the passage of California's Charter Schools Act of 1992, YM&C offers expertise in every facet of charter school creation, expansion and operation, including charter petitions and negotiations, MOUs, non-profit incorporation, board governance, facilities, student issues, policy development and more. YM&C is a leader in charter school law, with experience representing well over half of the charter schools throughout the state.

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Governing Law: A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals."--California Education Code Section 47605 (b)(5)(A)(i).

If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements. A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. -California Education Code Section 47605(b)(5)(A)(ii).

#### Mission Statement

The mission of the Inspire Charter School is to improve the academic achievement of children in Fresno County and adjacent counties. The mission will be accomplished through a virtual and project based curriculum model that emphasizes hands on and experiential learning, which focuses on meeting individual students' needs, while helping them become proficient at the California Common Core State Standards (CCSS) and California Contents Standards (CCS), including Next Generation Science Standards for their grade level.

#### Educational Philosophy

#### Whom The School Is Attempting To Educate:

The Charter School will serve approximately 300 students in grades TK-12 in its first year of operation. All pupils will meet the minimum and maximum age requirements as provided by law. Our educational program is based on the instructional needs of our target student profile.

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We expect the demographics to be consistent with the data from Westside Elementary School District. We expect the racial and ethnic demographics to be consistent with the data from Westside Elementary School District. Since ICS — Central as a non-classroom based, Independent Study program it is entitled to enroll students throughout Fresno and adjacent counties. To ensure that actual demographics mirror the authorizing district, ICS — Central will monitor enrollment by sub-group. When sub-groups are underrepresented, ICS — Central will target marketing campaigns in areas where said sub-groups represent the majority of the community to recruit students and balance the charter school's demographics.

ICS is designed to meet the needs of many different types of students:

- Students missing credits to either complete grade levels or to graduate on time.
- Students who have dropped out of school but now wish to graduate.
- Students being homeschooled whose parents/guardians still want them to earn a high school diploma.
- Students with scheduling conflicts and students who are not well-suited to a traditional classroom setting.
- Students have the flexibility to spend more time on learning content than may be available in the traditional classroom based setting.
- Students who desire to learn at an accelerated pace.
- Students who have experienced social aggression can have the opportunity to learn and excel in a safe environment that fosters healthy emotional and physical well-being.

In education, one size does not fit all and the Charter School is dedicated to providing students and families with a personalized learning environment that can meet an individual student's unique needs.

#### **Projected Five-Year Growth Plan:**

Grade	Year 1	Year 2	Year 3	Year 4	Year 5
TK/K	15	30	45	60	75
1	15	30	45	60	75
2	15	30	45	60	75
3	15	30	45	60	75
4	15	30	45	60	75
5	15	30	45	60	75
6	15	30	45	60	75
7	25	40	55	70	85
8	25	40	55	70	85
9	30	45	60	75	90
10	30	45	60	75	90
11	35	50	65	80	95
12	50	65	80	95	110
Total Enrollment	300	495	690	885	1080

What it means to be an educated person in the 21st Century

An educated person in the 21<sup>st</sup> century will be proficient in state CCSS and CCS, including Next Generation Science Standards and will also be proficient in the use of technology. By doing school work online, including numerous technology-based applications that ICS will use to deliver rich curricula, students will learn how to be proficient with the use of the same technology that they will be expected to utilize later in the workplace or in pursuit of their lifelong learning objectives. Students will also be proficient in the use of technology, especially electronic mail, and other major computer applications.

The Charter School will prepare self-motivated, competent, life-long learners for the 21<sup>st</sup> century. The Charter School will employ personalized learning methods to ensure all students gain the knowledge and skills that are valued in the modern workplace and necessary for future success.

Inspire Charter School shares the vision of Partnership for 21<sup>st</sup> Century Skills (P-21) that students are part of an increasingly complex, demanding, and competitive 21<sup>st</sup> century. Inspire Charter School's approach aligns with P-21's view of needed skills, which are embodied in the 4C's (critical thinking, communication, collaboration, and creativity):

- Communication Inspire Charter School students share thoughts, questions, ideas, and solutions through virtual, phone and in person conversations between peers and teachers. We will achieve this through group projects, K12 clubs, and student- and teacher-initiated meetings.
- Collaboration Inspire Charter School students work together to reach a goal, putting talent and expertise in projects that require collaboration with other students and/or family and community members. We will achieve this through collaborative science fair projects, group Blackboard Collaborate and Jigsaw Meeting sessions, and clubs such as Yearbook.
- 3. Critical Thinking Inspire Charter School students look at problems in a new way by reaching conclusions based on evidence, and also cross-curriculum learning of subjects and disciplines as demonstrated by students giving detailed written responses that show their thought process and understanding of the material. Students are engaged in rigorous curriculum that challenges them to use higher level thinking skills by analyzing patterns and ethics within interdisciplinary subjects.
- 4. Creativity Inspire Charter School students try new approaches to get things done, including exercising innovation and invention through projects that call on students to exercise the higher levels of thinking. Students can participate in various extracurricular activities such as clubs, talent shows, and winter programs to showcase their abilities.

Proficiency in the above skills will give students the knowledge and skills they will need in typical 21<sup>st</sup> century communities and workplaces. As P-21 indicates, students with these skills are ready to "successfully face rigorous higher education coursework, career challenges and globally competitive workforces." The 4Cs are embedded in the CCSS and CCS and in Inspire Charter School's instructional delivery model. Students cannot avoid communication as they might in lecture-based formats – they must communicate with teachers and with peers using

virtual (and phone and in-person) conversations. Inspire Charter School will embed collaboration through selected projects in which students must work in teams. Just as in the modern work world, students will learn to use electronic technology, including Internet- and phone-based communication to collaborate across distance to accomplish their projects. As a result, it is Inspire Charter School's aim that students graduating from the Charter School demonstrate the four core characteristics of an educated person in the 21<sup>st</sup> Century:

- 1. Proficiency in California-adopted CCSS and CCS.
- 2. Communication skills.
- 3. Problem solving skills.
- 4. Proficiency in 21<sup>st</sup> Century Tools: Students will graduate with proficient use of digital technology and communication tools to access, manage, integrate, and evaluate information; and effectively communicate with others.

Upon graduation, students will apply these in postsecondary education and in the workplace. The content standards provide a base of academic skills and content knowledge needed for success in the broad array of paths students will take. P-21's findings are based on extensive surveys of the skills identified by employers as critical workforce needs.

**How Learning Best Occurs** 

The Charter School believes that learning best occurs when students do the following:

- Are stimulated by challenging and interesting problems.
- Are encouraged to seek solutions and answers to real world situations, rather than memorize ideas, concepts or facts.
- Have a relationship with teachers built on trust, mutual respect and the facilitation of problem solving.
- Respect each other. Bonding with other students is built upon a foundation of mutual support and cooperation to reach common goals, in lieu of friendship or competition.
- Are actively engaged in projects that weave in content objectives and/or standards that combine learning across the curriculum.
- Are taught skills and/or ideas not in isolation, but rather as steps of a ladder where each rung builds to greater understanding and depth.
- See technology as a tool to further the process of inquiry and knowledge acquisition instead of as a means to an end.
- Focus on their future goals while receiving counseling regarding careers, colleges and personal options available to them as well as long term planning on how to achieve them.
- Are in a supportive, caring, and safe environment.

#### **Educational Program**

#### Overview:

Inspire Charter School prides itself on the proficiency-based learning model being implemented with several options, including K12, OdysseyWare, and a text book curriculum for students as core curriculum in grades kindergarten through eighth grade. For 9-12<sup>th</sup> grades our high school students be engaged in the state of the art Apex curriculum, which is an A-G UC approved core curriculum. We also offer an A-G UC approved textbook option. The school will employ online learning methods, rich curriculum, and technology-based applications in our independent study program. Inspire Charter Schools's core curricula, K12, OdysseyWare, Apex, and common core aligned textbook options that align with the needs of the student population. These options for meeting students' diverse needs help students become proficient at the CCSS, CCS and Next Generation Science Standards. ICS teachers lead students through specific learning tasks to demonstrate mastery of each subject.

K12, OdysseyWare, and Apex are aligned with the needs of the target student population through a number of strategic features:

- All programs are highly engaging and interactive.
- All programs emphasize individualization based on learning needs. This can be achieved through teacher created pacing guides and learning plans.
- All programs have built-in features to support English learners, such as vocabulary support, and audio features.
- The courses include tests, animations, streaming video, and educational games.
- All programs include lessons, unit, and end of course assessments to provide instant feedback on student progress.
- All programs have supplemental instructional supports.

Instructional practices are aligned to the student population because they are highly customized to meet each student's needs. Students come to ICS with particular needs that may not be addressed in traditional school settings, and ICS's individualized instruction is well-aligned with their particular needs. For example, students are engaged in the interactive curriculum, they have choice in assignments and have the opportunity to delve deeper in subjects based on their interest. The students can meet the learning the objectives in several different ways such as creating a brochure, complete a reading guide or visiting a museum.

#### **Personalized Support**

ICS will support parents/guardians in how to support students without doing work for them by providing tips, workshops and trainings in effective parent support.

All students are academically supported by teachers to the extent needed by the student to succeed. For example, a student may need little support in reading but struggle with math. He or she may meet with his or her teacher several times a week for personalized one-on-one

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support. Also, some students succeed with very little assistance from teachers, while others benefit from more intensive support.

Students who need support with any specific part of the coursework or particular assignment receive individual assistance and instruction from their teachers as needed. The individual learning needs of all students are met through this differentiated instructional strategy. Students take personal responsibility for their learning in various ways:

- Utilizing planning tools and strategies.
- Demonstrate self-motivation needed to complete daily tasks.
- Students track their work, developing a clear sense of the level of effort needed to complete their tasks.

Assessment data guides each student's individual learning plan and instruction. Students in grades K-2 will be assessed twice a year with the Star 360 assessments. Early childhood literacy skills such as phonemic awareness, alphabetic principle, accuracy, fluency, vocabulary and comprehension are tested. This helps teachers and schools determine how students are performing on important ELA and Math skills.

#### **Program Structure**

Monthly in-person conferences, as required in each student's Master Agreement, will be scheduled between the student, parent, and advisory teacher. If a meeting in person is not possible, then a virtual conference using Jigsaw Meeting or Blackboard Collaborate will be scheduled. ICS will monitor student work completion and progress toward proficiency through a variety of means. Students submit work and assessments each month or as requested by the teacher. Teachers will review student work in front of the parent and student in meetings. Teachers will review student progress and formative assessments on an ongoing basis. The advisory teacher emails each family a regular newsletter, progress reports, school information and other pertinent communication on a regular basis.

ICS teachers create Individualized Learning Plans (ILP) for students each semester. Each student's ILP describes the daily lessons to be completed during a specified time frame and can be modified at any time. For example, students will be taking a Scantron Performance Assessment, a computer adaptive test that lets you quickly pinpoint the proficiency level of students, across a range of subject. With that data, teachers build an individualized learning path for that student. In this way, teachers can target specific learning objectives and standards to determine level of mastery and support difficult concepts at the same time. Individualizing the learning path to the student's specific needs help students to progress quickly. The students in grades 3-8 will take this assessment in the Fall and Spring.

The K12 and Apex curricula can be individualized for each child to ensure that each learning plan fits each student's unique strengths and aptitudes. Students can follow their own pace as they complete daily lessons. The lesson plan is delivered each day online and although the

student is encouraged to complete a certain number of lessons per week, as assigned on their ILP, there is time for re-teaching and re-learning as needed which keeps the curriculum self-paced and customized.

Teachers can provide instruction either in person or online through Blackboard Collaborate or Jigsaw Meeting, which are powerful tools both for teacher collaboration and for instruction with platforms for video, voice, text, and a shared writing space. Students have 24-hour access to all curricula, and learning can take place at a variety of locations according to student and family preference, including libraries, and the student's place of residence

#### **Record Keeping System for Online Courses**

Assignments, grades, and the message center are stored at the database level in the K12 and Apex programs. All assignments and communication may be retained indefinitely. Reports will be available at any time online to District administrators. This valuable information can be used to inform instruction and guide in the creation of ILPs. In addition, the ease of use and accessibility enables faculty to use this information for conferences and for other administrative purposes.

#### **Research-based Instructional Strategies**

The program is highly likely to lead to high academic achievement due in part to the use of research-based methods. Marzano's nine high-yield instructional strategies are embedded in ICS's two curricula. These strategies are effective for all student populations, including general education, GATE, English learners, special education, and at-risk students:

- All curricula make use of Marzano's highest-yielding instructional strategies: identifying similarities and differences. Our curricula utilize this instructional strategy in a variety of ways, including graphic organizers, discussion questions, laboratory exploration, and mind maps.
- Apex and K12 provide study guides and other resources that students can use to take notes and organize their learning.
- All curricula provide positive reinforcement and praise for students when they complete
  assessments and assignments. This is provided as verbal praise, displaying student
  work, individual conferences, honoring individual learning styles, Student of the Month,
  Spelling Bee, Math Field Day, and Science and Engineering Fairs.
- All curricula utilize student practice, a crucial component of the lesson delivery.
   Students receive instant feedback on their level of proficiency of these learning objectives.
- All curricula provide students with nonlinguistic representations of concepts taught, which is achieved through diagrams, demonstrations, pictures, and mental pictures.
- All curricula also include assignments that require students to work collaboratively, either face-to-face or virtually.
- All curricula provide learning objectives at the lesson and/or unit level.

- All curricula challenge students to generate and test hypotheses in science labs and experiments.
- Apex and K12 frontload learning by providing new vocabulary words and definitions at the start of lessons.

#### **Research-based for Online Learning**

Online learning is growing rapidly across the United States within all levels of education. Its popularity has increased exponentially and more students and educators here become familiar with the benefits of learning unconstrained by time and place. Across most states and in all grade levels, students are finding increased opportunity, flexibility, and convenience through online learning. Teachers are discovering a new way to reach students. Administrators are exploring ways to offer a wider range of courses to students and professional development opportunities for teachers.

As the recent Synthesis of Online Learning presented by International Association for K-12 Online Learning (iNACOL) pointed out, online learning is being viewed not only as an expanded option for students but also as a powerfully effective means of delivering education for students. Online enrollments have grown from an estimated 45,000 in 2000 to more than a million in 2010. One reason online learning is attractive is because it allows a more customized approach to instruction. But now, software that enables every child to learn at his or her own pace is becoming a scalable, modular way to deliver customized learning.

Most importantly, research is confirming online learning's effectiveness and improved teaching:

- "One conclusion seems clear: On average, students seem to perform equally well or better academically in online learning."
- "Of those who reported teaching face-to-face while teaching online or subsequently, three in four reported a positive impact on their face-to-face teaching."

Source: Synthesis of New Research in K-12 Online Learning, International Association for K-12 Online Learning, March 2009.

According to recent research from the Silent Epidemic study, 47% said a major reason for dropping out was that "classes were not interesting" and they were "bored"; 88% of dropouts had passing grades.

Additionally, according to NCREL Synthesis of New Research on K-12 Online Learning:

- Online Learning Expands Options: "The first impetus to the growth of K-12 distance education was an interest in expanding educational options and providing equal opportunities for all learners." (p.7)
- Online Learning Is Rapidly Growing: "Recent surveys show that K-12 online learning is a rapidly growing phenomenon." (p.4)

- Online Learning Additionally, according to NCREL Synthesis of New Research on K-12
   Online Learning
- Online Learning Is Effective: "Equal or Better": "One conclusion seems clear: On average, students seem to perform equally well or better academically in online learning." (p. 17)
- Online Learning Training Improves Teaching: Teachers who teach online reported positive improvements in face-to-face, too. "Of those who reported teaching face-to-face while teaching online or subsequently, three in four reported a positive impact on their face-to-face teaching." (p. 25) Today's students are different from yesterday's. The Pew Internet Project reports "the Internet is an important element in the overall educational experience of many teenagers"
  - o 87% of all youth between the ages of 12 and 17 use the Internet (21 million people).
  - o 86% percent of teens, 88% of online teens, and 80% of all parents/guardians believe that the Internet helps teenagers to do better in school.
  - 85% of 17 year olds have gone online to get information about a college, university, or other school they were thinking about attending.

#### Inspire Charter School Courses

More than 100 online courses including electives and foreign language will be offered to students who enroll in Inspire Charter School. Every course offered by Inspire Charter School, regardless of the field of study, is developed by instructional designers under the guidance of subject area expert and aligned to state and nationwide standards. Detailed course descriptions for middle school and high school are attached in Appendix E.

#### K-8 Curriculum

ICS students in grades K- 8 may use K12, America's best online curriculum. Our renowned curriculum will be highly effective in leading to high achievement and proficiency of the state and nationwide standards. The K12 curriculum is aligned to CCSS and CSS, including Next Generation Science Standards. The curriculum integrates critical thinking, problem solving and communication strategies and applications throughout the lessons and assessments. For example, students read novels from a list of classics and have to reflect and answer comprehension questions with in depth analysis of character, theme and conflict resolution.

The K12 curriculum provides online lessons along with traditional materials, including textbooks, CDs, videos, and hands-on manipulatives that complement interactive online learning. The learning is rich, challenging, can be tailored to be project based centered on student interest, and has self-paced content. The K12 curriculum has tutorials, skills update and interactive instructional videos. Furthermore, the curriculum spirals back over content that was previously learned and embeds many layers of various modalities to meet all learning styles. This variety of content allows the curriculum to deliver lessons in different ways to

accommodate diverse learning styles. The curriculum has built-in assessments at the lesson, unit and end of course levels.

The parent/guardian works with the student on day-to-day instruction. In K-8, each student is assigned to one teacher who manages the student's ILP, monitors progress, and focuses on each student's individual areas of need.

English Language Arts courses help students develop important reading and writing skills, while inspiring a love of literature. The program emphasizes classic works, writing as a process, and the skills that will be assessed in standardized tests. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multi-sensory activities, while older students develop literary analysis and comprehension skills by reading novels and nonfiction works. The curriculum integrates writing to connect with their knowledge and experience and apply it in a way that connects it to current and historical events, and perspectives. Additionally, writing is embedded across all curricular areas including science, history and math.

Our kindergarten students begin to learn to read with on and offline lessons. K12's Phonics Works prepares students to become independent readers through systematic, multisensory instruction in phonemic awareness and decoding skills, using a kit of magnetized letter tiles and a variety of games and activities. Traditional poems, nursery rhymes, and riddles help students develop comprehension, vocabulary, and a love of language. Offline vocabulary instruction is accompanied by online review and practice. *All About Me* lays the foundations of the writing process as students brainstorm, discuss, illustrate, write, and share ideas with others.

Continuing on in first grade, students will move through 36 units in the Phonics program. Each unit contains five lessons. In the first four lessons, students learn new skills or practice what they've previously learned. The fifth lesson in each unit begins with online review and practice activities that reinforce skills learned in the unit, and are followed by an offline unit assessment. In some lessons, students will read an online decodable reader. These are short, interactive stories that consist entirely of words students are able to read. Students will acquire the critical skills and knowledge required for reading and literacy. Also in first grade is the K12 is the Grammar, Usage, and Mechanics lessons and Composition lessons. In odd-numbered units, students will learn grammar, usage, and mechanics skills that will help them communicate in Standard English. The fourth lesson of each unit is an online review of the unit's skills, and the fifth lesson is an offline assessment. In even-numbered composition units, students will also learn techniques for planning, organizing, and creating different kinds of writing. Each unit starts with a journal assignment that will help get students writing and generating ideas to be used in their writing assignments. The program includes rubrics and sample papers to help evaluate students' work. Students will increase their vocabulary through word study, comprehension, and word analysis, and then apply their knowledge in a variety of authentic contexts.

The K12 curriculum offers struggling readers three levels of courses for students in the third to fifth grade called MARK12 courses. This curriculum along with guided support, instructional strategies and benchmark assessment s from teachers in person or online are instilled to provide students with the necessary skills to become proficient readers. The MARK12 Reading gives students who are reading several grades below grade level the opportunity to master missed concepts in a way that accelerates them through the remediation process by incorporating adaptive and online assessments. Students work independently and with a parent/guardian with the support of a teacher to develop oral reading, comprehension, phonics, spelling, and fluency skills. They also practice grammar, usage, mechanics, and composition. The engaging course features new graphics, learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and more support for parents/guardians to guide their students to success.

Math balances mastery of fundamental skills with critical thinking and problem-solving. The math curriculum provides lessons that teach the ability to reason logically and to understand and apply mathematical processes and concepts to solve problems. For example, in math students are expected to explain the strategies and problem solving methods uses to bring to their answers in complete sentences and diagrams to demonstrate their thinking. An active, multi-sensory approach ensures that students understand concrete realities that underlie mathematical concepts. Online games and animations illustrate concepts, while challenge problems, regular practice, and review ensure mastery of basic skills. A thorough foundation is provided for younger students making links between the concrete and the abstract and older students encountering Algebra.

Science balances hands-on experiments with the systematic study of terms and concepts in life, earth, and physical sciences. The program nurtures curiosity as students practice observation and analytical skills. Students learn how scientists understand our world and how the world is shaped by ongoing scientific and technological advances.

The history courses are integrated with topics in geography and civics, which opens young minds to far-off lands, distant times, and diverse cultures, emphasizing the *story* in history. The history story includes not only great men and women but also everyday people. Kindergarten students tour the seven continents and are introduced to some famous Americans. Students in grades 1–4 study civilization from the Stone Age to the Space Age, and older students explore major themes and topics in World and American History in greater depth. Middle School courses are described in detailed in Appendix E.

Teachers work with the parents/guardians to facilitate progress through daily lessons, ensure proficiency and offer support to the student and family. The K12 curriculum provides daily lesson plans that automatically update as the child progresses, as well as delivering announcements, online school discussions, and communication and support tools to tie the experience together. Students and teachers can meet in a virtual classroom (Blackboard Collaborate) setting for tutoring, small group instruction and meetings as needed. The K12 online school has a built in secure message center that allows students to contact their teacher.

#### High School Curriculum: Apex

ICS students in high school may use the Apex curriculum, a leading provider of virtual learning. Apex's UC approved curriculum will be highly effective in leading to high achievement and proficiency of the standards. The Apex curriculum is aligned to CCSS and CSS, including Next Generation Science Standards. The Apex Learning courses in math and English language arts incorporate the instructional intent of the CCSS including rigorous instruction, active learning experiences, and meaningful assessment. These courses are created by a team of education experts with a focus on research-based best practices in learning as the CCSS. Students develop critical thinking skills through challenging tasks, with scaffolding and supports to meet students at their particular level of academic readiness.

Students engage in active learning experiences through a balance of tasks involving reading, observing, inquiring, creating, connecting, and confirming. These build students' critical thinking skills and deepen their understanding of course content.

Formative, summative, and diagnostic assessments are integrated throughout each course. Frequent formative assessments reveal student understanding and inform instruction and intervention, while summative assessments measure and report learning outcomes. Unit-level diagnostic assessments generate individualized study plans that direct students to appropriate instructional content based on their strengths and weaknesses.

The English language arts courses effectively address each standard as well as the instructional intent of the four key areas outlined by the CCSS: reading, writing, speaking and listening, and language.

- Reading: Students read a range of texts that reflect diverse authors and genres with an emphasis on informational texts.
- Writing: Instruction emphasizes how to write a persuasive argument and how to use evidence to prove a thesis; students use different written and presentation formats to show their work.
- Speaking and listening: Students use various kinds of media to analyze and synthesize information.
- Language: Students have opportunities to develop and practice language skills throughout each unit.

The math courses effectively address the standards in mathematics and instructional intent of the CCSS. Students demonstrate conceptual understanding, show and explain their work, and apply this knowledge to everyday life. Standards are organized by strand, with fewer concepts covered in greater depth. Students use analysis and reasoning skills to help develop independent critical thinking. Furthermore, students learn to apply mathematics to analyze situations and improve their decision-making skills.

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Apex science courses focus on the mastery of concepts and models scientific inquiry skills. Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science. Students participate in wet lab activities with a teacher at a centrally located site at least four times a year. Sites may include temporary use of libraries, churches, community Center, or District classrooms if space was available. These facilities would be on rented as needed. This fulfills the UC requirement for our students.

In history courses, students build and practice historical thinking skills, learn to connect specific people, places, events and ideas to the larger trends of history. In critical reading activities, feedback-rich instruction, and application-oriented assignments, students develop their capacity to reason chronologically, interpret and synthesize sources, identify connections between ideas, and develop well-supported historical arguments. Students write throughout the course, responding to primary sources and historical narratives through journal entries, essays and visual presentations of social studies content. In discussion activities, students respond to the position of others while staking and defending their own claim. The course's rigorous instruction is supported with relevant materials and active learning opportunities to ensure students at all levels can master the key historical thinking skills.

Apex Learning has nearly two decades in virtual learning expertise and is the leading provider of blended learning solutions to the nation's schools. All Apex courses at ICS are mastery-based, where students must achieve a score of 70% or better to move on. This ensures that no learning gaps exist, and allows students to spend more time on those concepts with which they are struggling. The digital curriculum — in math, science, language arts, social studies, world languages, electives, and advanced placement — is used for original credit, credit recovery, remediation, intervention, acceleration and exam preparation. Students and teachers can meet in a virtual classroom (Jigsaw Meeting) setting for tutoring, small group instruction and meetings as needed. Apex has a built in secure message center that allows students to contact their teacher. Detailed Apex course descriptions are attached in Appendix E.

#### **Attendance Guidelines**

Inspire Charter School will offer at least the minimum number of instructional days per year required by law, and will expect students to complete academic work and/or participate in school activities on all of those days unless they are sick or are otherwise unable. Students are required to complete all assigned work. We anticipate that students will complete significantly more than these minimums each year. For added flexibility for students and their families, the school will operate on a year-round calendar. A draft of the Charter School's 2016-2017 academic calendar is attached as Appendix D.

#### **Independent Study Legal Compliance**

The Charter School will comply with all applicable independent study laws including but not limited to California Education Code Sections 51745, et seq.; 47612.5; 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, among other things, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School must file for a funding determination as a condition of funding. Attached as Appendix A, please find the Charter School's independent study policy.

#### **Flexible Scheduling**

Students taking multiple courses will have a good deal of flexibility in how their day is structured, so long as they complete the required coursework within the given time frame. An example of this may be a student who chooses to work on math Monday and English on Tuesday. This approach gives students with different learning styles and skill levels the flexibility to proceed at a pace that is best suited to their individual requirements. Some students may acquire their credits at a faster pace than occurs in the traditional classroom setting due to the nature of Inspire Charter School.

Through the K12 and Apex Management System, all of the users (teachers, students, parents/guardians, etc.) can use the system from any location. This will allow student to meet with their teacher in person or on-line, so K12 and Apex works great for both in the classroom and off-site situations. Furthermore, students can start and finish anytime.

#### A Day in the Life of a Charter School Student

The student below has completed a seven-hour day, working in his/her Science, English, History and Algebra courses. Many students do not work consecutively on their courses, hence the time lapse between school work and other responsibilities.

8:00 - 8:45 A. M. You get up and log onto your K12 or Apex website while eating breakfast. You check "Daily Plan" and "Calendar" to plan your busy day. You go to the "message center" to read, and respond to four messages from your teachers. You received input from your science teacher and now have a plan for remediation. You look at the quiz that the teacher said needed to be reviewed, and you study the questions that you missed, referring to the lessons for help.

8:45 - 10:00 A. M. After 30-45 minutes of study, you contact your science teacher to review the questions and go over the remediation plan. After 15 - 20 minutes of review with the teacher, you go into the science virtual lab assignment to work on today's lesson and work until 10:00.

10:00 – Take grandmother to the doctor. You have other responsibilities and have the freedom to take care of them.

10:45 - 12:00 P. M. You log back into the site and contact your English teacher about comments on your graded research paper draft that was in class mail this morning. Comments and

suggestions help you plan your revisions and you do some additional research on the Internet. You find information that is relevant, so you proceed to work on the final draft for your research paper. After over an hour of work, you submit the final draft of your research paper to your English teacher, you think to yourself, "This is going the best research paper I've ever completed."

12:00 - 1:00 P.M. You meet friends for lunch.

1:00 - 2:00 P.M. You begin working on your American History essay, but you need some help from the history teacher. You speak with the history teacher for about 15 minutes about the facts that need to be included in the paper and relevance of different web sites. Then, you spend the next 45 minutes doing some research online to find relevant information to include in your essay.

2:00 - 4:00 P.M. You log onto the Apex website and access your Algebra 1 course. You have questions about the lesson and contact the teacher. You spend an hour with the teacher on the white board reviewing practice problems, and then you access the homework on the concept and work on it for an hour. You complete and submit the assignment.

4:00 - 9:00 P.M. Eat dinner and spend time with family and friends. Then, you go to soccer practice. You log onto the website one more time before you end the day and check class mail for updates. You spend 30-45 minutes adding the relevant information to your American History essay that you found earlier in the afternoon. It has been a productive and fun day!

### **Technology/Enrichment Support**

K12, OdysseyWare, and Apex require a computer. Each student receives an instructional allowance, that can be used towards technology, curriculum, outside tutoring, and/or enrichment. The student allowance can be used to select from a technology package that includes laptops, desktops, printers and Microsoft Office. The student may not need a computer, if they choose to utilize the textbook options offered to students in place of the curriculum offerings. Please note: All technology remains the sole property of the charter school.

ICS supports student choice and flexibility within their schedule. To that end, we have an approved vendor list. If the family would like to refer a vendor to our approved list, then they would contact their teacher to initiate the process. There is a wide variety of vendors to choose from that range from lessons in music, dance, acting, foreign language, art, tutoring, skill building to online programs, supplemental textbooks or other educational materials.

Transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements

### **Course Transferability**

The Charter School has already applied for WASC accreditation by the 2016-2017 school year prior to the deadline of April 30, 2016. This will trigger an initial one-day visit and initial accreditation in the Spring of 2017. ICS had its initial visit in December of 2014. ICS – South will have its initial visit in February of 2016. The ICS Administration has a strong relationship with WASC, where all ICS administrators serve on WASC visiting teams on an annual basis. Apex has over seventy courses approved for UC/CSU certification. The Charter School will inform parents/guardians of course transferability through the publication and distribution of a parent/student handbook that includes specific information on course transferability to other public schools and that outlines school policies and expectations for all students and parents/guardians.

## **College Entrance Requirements**

Courses that meet University of California and California State University entrance requirements will be listed in the parent/student handbook as soon as available. All incoming students and parents/guardians will be required to complete an orientation that will include a review of the handbook. In addition to the A-G UC/CSU approved course list that will be included in the handbook, a statement regarding the transferability of courses to other public high schools will be included. Both the A-G list and transferability of classes will be updated on an annual basis.

The table below displays Inspire Charter School's high school grade level courses (with AP options):

Subject Area	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
English	English 9 A/B	English 10 A/B	American	British and
			Literature	World
				Literature
Math	- Algebra 1 A/B	-Geometry A/B	Algebra 2 A/B	-Trig/Math
	-Geometry A/B	-Algebra 2 A/B	Trigonometry/	Analysis A/B
			Math Analysis	-AP Calculus
			A/B	A/B
Science (with labs)	Biology A/B	Chemistry A/B	Chemistry A/B	-Physics A/B
			Physics A/B	-Science
				elective
Social Studies		World History A/B	US History A/B	-American
				Government
				-Economics
Visual/Performing	-Art	-Art	-Art	-Art
Arts	-Music	- Music	-Music	-Music
Foreign Language	Foreign	Foreign Language	Foreign	-Foreign
	Language	Level   or	Language	Language
	Level I or II		Level I or II	-AP offerings

Electives	-Health	-Science elective	-Science	-Science
	-Life Skills	-History elective	elective	elective
		-Math elective	-History	-History
		-Other	elective	elective
			-Math elective	-Math elective
			-Other	-Other

A high school diploma will be awarded to all students who meet the Charter School's graduation requirements. We will offer a UC/CSU pathway and a College/Career pathway:

# **UC/CSU Pathway Graduation Requirements**

English	8 Semester Courses
Math	6 Semester Courses
Science	4 Semester Courses
Social Studies	6 Semester Courses
Visual and Performing Arts	2 Semester Courses
World Languages	4 Semester Courses
Electives	10 Semester Courses
40 Semester Courses (200 Credits)	

## **College/Career Pathway Graduation Requirements**

English	8 Semester Courses
Math	4 Semester Courses
Science	4 Semester Courses
Social Studies	6 Semester Courses
Visual & Perf. Arts / World Languages	2 Semester Courses
Electives	18 Semester Courses
40 Semester Courses (200 Credits)	

## Plan for Students Who are Academically Low-Achieving

Students who are academically low achieving will be identified by Charter School teachers through ongoing progress, attendance reports, placement tests, course assessments, standardized test results, and regular parent and student observations. The Charter School will utilize strategies to improve student success such as curriculum modification where teachers scaffold to support learning. For example, teachers can create hands-on learning experiences

and provide concrete experiences for students who are struggling or need assistance. Teachers can also provide one on one or small group support in a virtual classroom. Teachers and parents/guardians have opportunities to follow interests and connect their previous knowledge to new concepts and learn with a variety of modalities and strategies that meet their needs.

As mentioned earlier in the K-8 curriculum section, the K12 curriculum offers struggling readers three levels of courses for students in the third to fifth grade called MARK12 courses. This curriculum along with guided support, instructional strategies and benchmark assessments from teachers in person or online are instilled to provide students with the necessary skills to become proficient readers.

Apex students can move at their own pace, with students taking as much time as they need to acquire the skills necessary for academic success. The Math Foundations course, for example, integrates carefully paced, guided instruction with interactive practice to remediate math skills required for students to succeed. Literacy development is supported, for below-proficient or struggling readers, with structured remediation and scaffolded instruction including intensive practice activities that focus on the development of skills in reading comprehension, writing and composition.

The Charter School will provide supports to parents/guardians by offering tips, workshops, and trainings. Teachers can model and assist students and parents/guardians with helpful strategies, progress monitoring tips, scheduling, time management, best practices, extension activities, interventions, and resources. This can be done in a meeting or a small group workshop.

If a student is struggling with any subject, we would assemble our SST team and evaluate the student using Scantron (for grades 3-8) or DIBELS (for grades K-2) to evaluate reading and math skills and also evaluate any student work and parent feedback. From this point, we would ascertain the areas of struggle or challenge and create an individualized learning plan to help get the student back on track. If deficits continue regarding reading competency or math then the team would reassemble and devise a plan that might include additional supporting curriculum, Study Island and concentrated tutoring in our Class Connect virtual classroom with the student's teacher. Study Island is a leading academic software provider of standards-based assessment, instruction, and test preparation e-learning programs. Study Island is available for students using the K12 curriculum.

The Charter School will utilize a Student Success Team ("SST") process to develop a plan to address their individual needs. Parents/guardians of low-achieving students shall be included in the development of strategies to meet the specific needs of the student.

A SST uses a systematic problem solving approach to assist students with concerns that are interfering with success. The SST clarifies problems and concerns, develops strategies and organizes resources, provides a system for school accountability, and serves to assist and counsel the parent, teacher and student. A SST is a general education function. All students can

benefit from an SST, including but not limited to, those students achieving below or above grade level and students who have experienced emotional trauma, behavioral issues, or language issues.

Anyone who has a concern for a student can refer that student to SST for consideration. Anyone who is connected with that student can be included in the SST to provide information to share about the student's strengths, concerns and strategies that have been used in the past. These people may include, but are not limited to, teachers, parents/guardians, counselors, doctors, administration, social workers and law enforcement.

Upon various assessment and collaboration, ICS can implement the following strategies:

- Modify and reduces lessons as assigned by the student's ILP.
- Provide remedial instruction.
- Provide one on one and small group support.

If the problem continues after implementation of a SST plan and follow up, revisions to the plan may be discussed, or if necessary, a referral for special education or Section 504 assessment might be deemed appropriate by the SST.

# Plan for Students Who are Academically High Achieving

Students who are performing above grade level are identified by ICS teachers through an ongoing progress, attendance reports, placement tests, course tests, standardized tests, and parent and teacher observation. The supervising teacher may assign advanced and supplemental activities to these students or allow the student to work at an accelerated pace and finish early. In middle and high school, above grade level students may also take advantage of Honors and Advanced Placement courses. Most of our courses incorporate additional challenge extensions and opportunities for further research and learning. We believe that students should experience college-level coursework and earn college credits while still in high school if they are academically prepared for the rigor of college curriculum. Additionally, by the 2016-2017 school year expansion, curriculum/activities will be developed for all grades.

In addition, teachers can tailor project-based learning assignments as needed for above grade level students guided by their interests, strengths and knowledge of a particular subject. They will push students to work to their abilities. Students will be able to use problem solving skills and work collaboratively with peers and adults. Parents/guardians and teachers will work together to engage and appropriately challenge the student.

Plan for English Learners

The Charter School will meet all applicable legal requirements for English Learners ("EL") as it pertains to annual notification to parents/guardians, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. The Charter School will implement strategies for serving English Learners which are research based and evaluated annually for effectiveness.

#### **Home Language Survey**

The Charter School will administer the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

## **CELDT Testing**

All students who indicate that their home language is other than English will be assessed using the California English Language Development Test ("CELDT") within thirty days of initial enrollment and at least annually thereafter between July 1 and October 31 until re-designated as fluent English proficient.

The Charter School will notify all parents/guardians of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher.

#### **Reclassification Procedures**

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to the CELDT.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents/guardians or guardians of the language reclassification and placement including a description of the reclassification process and the parents/guardians opportunity to participate, and encouragement of the participation of parents/guardians in the Charter School's reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the SBA performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently

- proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

## **English Learner Instructional Strategies and Curriculum**

Courses available for English Learners include an option for students to listen to the text in English on the screen in addition to reading it themselves. This strategy increases student comprehension of the material while supporting their English language skills. The individual support Inspire Charter School offers students will benefit English Learners in serving their individual needs as well.

EL students will receive additional English Language Development assistance from teachers. This assistance will include academic support in vocabulary development and comprehension either outside of the student's core courses. Assistance may also include working with the core course instructor(s) to insure the students receive the help they need to increase their English language development and be successful in their courses.

This support will be centered around SDAIE (Specially Designed Academic Instruction for English) strategies applicable to an independent study context, including the use of graphic organizers, choral reading in a virtual classroom with other EL students, reading logs, vocabulary cards, and small group or one on one teaching virtually.

All teachers instructing English Learners will hold a CLAD credential or a California Commission on Teacher Credentialing (CCTC) recognized equivalent.

#### **Monitoring and Evaluation of Program Effectiveness**

The Director of Academic Program and Executive Director will evaluate the program effectiveness for ELs in the Charter School with the following guidelines:

- Adhere to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring of student identification and placement.
- Monitoring of availability of adequate resources.

Plan for Serving Students with Disabilities

#### Overview

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEIA"). The Charter School will follow applicable laws that only permit special education students to participate in independent study programs if their IEPs allow for it. That being said, also pursuant to California law, Inspire Charter School — Central will admit all Special Education students who apply and will conduct a thirty (30) day assessment as to if ICS — Central is the correct placement for a student's long-term success.

The Charter School will become a Local Education Agency (LEA) member of a Special Education Local Plan Area (SELPA) for purposes of providing special education and related services pursuant to Education Code Section 47641(b). Inspire Charter Schools is currently a member of the El Dorado County Charter Special Education Local Plan Area (El Dorado Charter SELPA). Current SELPA typically move their new schools into the SELPA through an expedited process.

El Dorado Charter SELPA provides extensive support to its LEA members, including the following areas, to name a few: professional development, parent support and resources, assistance with community advisory committees, special education procedural and legal support, data monitoring, business office support, and on-site program support, including curriculum problem solving assistance, appropriate alternative curriculum suggestions, guidance with program structural implementation, and Special Education program insight & design. Inspire Charter School will examine SELPA membership options to determine which appears to be the best fit for the Charter School.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

#### Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Regional Senior Director and Director of Academic Program and shall include the parent/guardian, the student (where appropriate) and other

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qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by appropriately qualified personnel.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents/guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504

Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEIA"

The Charter School will provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the El Dorado SELPA of which it is a LEA member. The Charter School will be operated by Inspire Charter Schools, a California Nonprofit Public Benefit Corporation, thereby granting Westside Elementary immunity from liability for debt/obligations of the charter per Ed Code 47604C.

## Staffing

As an LEA, Inspire Charter School will provide and/or procure and manage all activities related to assessment, individualized education plan (IEP) development, and service provision. Inspire Charter School will hire special education personnel to coordinate and provide special education services, including compliance monitoring and maintenance of LEA responsibilities, and will contract for services as needed to ensure the provision of all services required by the IEPs of Inspire Charter School students, including special education teachers, paraprofessionals, resource specialists, speech therapists, occupational therapists, behavioral therapists and psychologists.

To ensure that all students receive appropriate services, Inspire Charter School will use service delivery methods appropriate to a learning model that meets individual student needs. Inspire Charter School has identified a viable contracted service provider for services delivered online, Total Education Solutions (TES). TES is a California Department of Education certified nonpublic agency and provides high quality online-based services to offer students access from home to speech and language therapy, occupational therapy, behavioral support, school counseling, and resource specialist services. Families will also have an option to receive face-to-face services at appropriate locations near their home.

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEIA. Charter School staff shall participate in all mandatory and recommended SELPA inservice training relating to special education.

As an LEA member of a SELPA, the Charter School will be responsible for the contracting and/or hiring, training, employment of staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists.

#### **Notification and Coordination**

The Charter School shall follow applicable law and SELPA policies regarding the discipline of special education students.

#### Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

It is the Charter School's understanding that the SELPA shall provide the Charter School with any assistance that it generally provides its LEAs in the identification and referral processes.

In the event that the Charter School receives a parent written request for assessment, it will work collaboratively with the parent to address the request. Unless otherwise appropriate pursuant to applicable State and Federal law, the Charter School will provide the parent with a written assessment plan within fifteen days of receipt of the written request and shall hold an IEP within sixty days of parent's consent to the assessment plan to consider the results of any assessment.

The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

#### Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. As an LEA, the Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students. The Charter School shall not conduct special education assessments unless consent is obtained.

## **IEP Meetings**

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings or as otherwise agreed upon

by the Charter School: the regional Seniior Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEIA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

### **IEP Development**

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to its IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

The Charter School shall promptly respond to all requests it receives for assessment, services, IEP meetings, reimbursement, compensatory education, mediation, and/or due process whether these requests are verbal or in writing.

### IEP Implementation

As an LEA, the Charter School shall be responsible for all school site implementation of the IEP. The Charter School shall implement IEPs, pursuant to its own LEA policies and SELPA polices. As part of this responsibility, the Charter School shall provide the parents/guardians with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for the Charter School's non-special education students, whichever is more. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

ICS anticipates serving students with a wide range of needs. ICS will maintain on staff a Special Education Coordinator/Teacher. In addition to supplement special education services, ICS plans to contract with a service provider such as Total Education Solutions, which offers the following virtual services by licensed and credentialed staff:

- Testing Eligibility
- Behavior Services
- Occupational Therapy
- Physical Therapy

- Language and Speech
- School Counseling
- School Psychologist
- Resource Specialist Services

The chart below shows the range of disabilities and corresponding services that will be provided to individual students based upon their particular and specific need:

Disability Category	Definition	Special Education Services Provided
Autism	A developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.	Behavior Services, School Psychologist
Emotional Disturbance	A condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:(A) An inability to learn that cannot be explained by intellectual, sensory, or health factors.(B) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.(C) Inappropriate types of behavior or feelings under normal circumstances.(D) A general pervasive mood of unhappiness or depression.(E) A tendency to develop physical symptoms or fears associated with personal or school problems	Pupil Counseling, Behavior Services, School Psychologist
Intellectual Disabilities	Significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a child's educational performance.	Specialized Academic Instruction, Behavior Services, School Psychologist
Orthopedic Impairment	A severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by a congenital anomaly, impairments caused by disease (e.g., poliomyelitis, bone tuberculosis), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).	Occupational Therapist, Physical Therapy, Adaptive Physical Education
Other Health	Having limited strength, vitality, or alertness, including a	Occupational

Impairment	heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette syndrome. It must also adversely affect a child's educational performance.	Therapy, Physical Therapy, Adaptive Physical Education
Specific Learning Disabilities	A disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.	Specialized Academic Instruction, Behavior Services, School Psychologist
Speech or Language Impairment	A communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.	Speech and Language Pathologists / Assistant Pathologists
Deaf, Blindness, Hearing / Visual Impairment	Concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.	Audiologist, Braille, Hard of Hearing Services, Assistive Technology

Please note services that cannot be provided virtually by school special education staff or Total Education Solutions, will be provided in-person by school special education staff at an appropriate location near the student's home.

### Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law. For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the

parents/guardians, until the Charter School conducts and assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

#### Funding

The Charter School understands that, as an LEA member of a SELPA, the SELPA will pass through special education funds according to the SELPA's allocation plan, and the Charter School will be responsible for any expenditure in excess of those revenues. With this funding and any additional excess cost covered through general purpose revenues, the Charter School will provide all special education services through appropriately credentialed personnel hired and contracted by the Charter School. Inspire Charter School will be responsible for the provision of services reasonably necessary to ensure that all learners with exceptional needs who attend the Charter School are provided a free and appropriate education. Upon request, the Charter School can provide a special education budget projection showing anticipated revenues and expenditures for Inspire Charter School, noting that actual enrollment levels of students with IEPs are not known at the time of writing.

#### **Annual Goals and Annual Actions for State Priorities**

In June 2013, Education Code was revised under AB97 to include in charter petitions a list of annual goals and annual activities "to be achieved in the state priorities" that apply. Below, Inspire Charter School has created a list of goals and that align to the state priorities as applicable to the grade levels served by the schools and as applicable to charter schools. Inspire Charter School notes that there may be a need for revision prior to the required annual update: the State Board of Education has not yet created the Local Control and Accountability Plan (LCAP) template, on which annual updates to the schools goals are to be based. Inspire Charter School notes that there may be a need to bring the goals listed here into alignment with the LCAP template, once the template is developed. Inspire Charter School's annual goals are as follows:

# STATE PRIORITY 1: Teacher credentialing, access to standards-aligned instructional materials, and maintenance of school facilities

ANNUAL GOAL 1A, 2016-17 through 2020-21. All students, English learner subgroup: All teachers possess credentials appropriate to their assignment, as applicable to charter schools, including CLAD, BCLAD or equivalent when providing instruction to English learners.

• ANNUAL ACTION 1Ai, 2016-17 through 2020-21: Advertise teacher job openings widely to ensure an adequate pool of qualified candidates, and screen prospective candidates for possession of appropriate credentials.

 ANNUAL ACTION 1Aii, 2016-17 through 2020-21: Designate administrative staff to monitor validity of teacher credentials, including reminders as to renewals due at intervals prior to expiration dates, with reporting on compliance to School Director.

ANNUAL GOAL 1B, 2016-17 through 2020-21 (same each year). All students, English learner subgroup: Each student, including English learners, has standards-aligned instructional materials as suits the nature of the program operated in Mathematics, Science, History-social science and English-language arts, including the English language development component, for English learners.

- ANNUAL ACTION 1Bi, 2016-17 through 2020-21: Order initial complement of standardsbased textbooks or other instructional materials each school year at one per newly enrolled student, plus extras to allow for loss and mid-year enrollments.
- ANNUAL ACTION 1Bii, 2016-17 through 2020-21: Where core materials are not comprehensive of standards, ensure that supplemental materials fill gaps and provide access to students at one per newly enrolled student, plus extras to allow for loss and mid-year enrollments.

ANNUAL GOAL 1C, 2016-17 through 2020-21 (same each year). All students: The school facilities are maintained in a manner that ensures that they are clean, safe, and functional as specified in subdivision (d) of Education Code Section 17002.

- ANNUAL ACTION 1Ci, 2016-17 through 2020-21. Ensure the school maintains a valid Certificate of Occupancy for its facilities, and, if applicable, compliance with the Field Act.
- ANNUAL ACTION 1Cii, 2016-17 through 2020-21. Review the extent to which its facilities meet the criteria identified in subdivision (d) of Education Code Section 17002.
- ANNUAL ACTION 1Ciii, 2016-17 through 2020-21. Make changes, based on above review

STATE PRIORITY 2: Implementation of state-adopted standards, including access to academic content and development of English proficiency by English learners

ANNUAL GOAL 2A, 2016-17 through 2020-21. All students: All teachers of Mathematics, Science, History-social science and English-language arts will design and implement standards-based instruction using standards adopted by the state board.

 ANNUAL ACTION 2Ai, 2016-17 through 2020-21: Provide teacher training to new teachers on California Common Core Standards in English-Language Arts and Mathematics and on California content standards in History-Social Science and Science and their implications for lesson planning and instruction.

- ANNUAL ACTION 2Aii, 2016-17: Design standards-based progress reports.
- ANNUAL ACTION 2Aiii, 2016-17 through 2020-21: Ensure School Director monitors lesson plans and classroom instruction on an ongoing basis. Intervene and provide support to teachers wherever standards-based instruction is not consistently evident.

ANNUAL GOAL 2B, 2016-17 through 2020-21. English learner subgroup: Ensure that teachers implement instruction in a manner that gives English learner students access to the English language development standards and develops English language proficiency as a result of explicit English language development instruction, alignment of ELD standards and ELA standards, research-based instructional strategies in English language development, personalized literacy instruction, literacy across the curriculum, frequent formative assessment, initial and ongoing professional development, and use of high quality after school program to increase instructional time.

- ANNUAL ACTION 2Bi, 2016-17 through 2020-21: Provide initial and ongoing teacher training on English language development standards, on research-based strategies to develop English language proficiency and on serving English learners through the school's personalized literacy methods.
- ANNUAL ACTION 2Bii, 2016-17. Design protocols for monitoring progress toward English proficiency, including the use of ELD Portfolios.
- ANNUAL ACTION 2Biii, 2016-17 through 2020-21. Ensure that instructional materials for EL students and curriculum frameworks and standards are aligned.
- ANNUAL ACTION 2Biv, 2016-17 through 2020-21. Include oral language practice daily across the curriculum and as independent work to accelerate language acquisition.
- ANNUAL ACTION 2Bv, 2016-17 through 2020-21. Provide dedicated and leveled English Language Development instruction for 30 minutes a day, with periodic progress monitoring of EL students.
- ANNUAL ACTION 2Bvi, 2016-17 through 2020-21. Use the after-school program to increase instructional time and advance English proficiency more quickly.

ANNUAL GOAL 2C, 2016-17 through 2020-21. English learner subgroup: English learners will have access to content standards in all academic content areas as a result of research-based instructional strategies, frequent formative assessment, initial and ongoing professional development, and core curriculum well-matched to the needs of English learners.

- ANNUAL ACTION 2Ci, 2016-17 through 2020-21. Provide initial and ongoing teacher training in designing and implementing instructional differentiation to enable access to core content standards by English learner students.
- ANNUAL ACTION 2Cii, 2016-17 through 2020-21. Design instruction across the content
  areas to use multiple learning modalities, provide explicit instruction of key vocabulary
  and cognates, scaffolding, such as anticipatory pre-reading of text, include frequent use
  of graphic organizers, and incorporate GLAD methods.
- ANNUAL ACTION 2Ciii, 2016-17 through 2020-21. Provide reading material at or near students' English reading levels (i.e., simpler English texts), concurrent to the development of English proficiency to support students' access to the content areas
- ANNUAL ACTION 2Civ, 2016-17 through 2020-21. Provide supplemental reading material in students' native language, to support content provided in English
- ANNUAL ACTION 2Cv, 2016-17 through 2020-21. Provide verbal support in students' native language and/or in English as is feasible

STATE PRIORITY 3: Parent involvement in school site decisions, including parental participation in programs for unduplicated pupils and EL students.

ANNUAL GOAL 3A, 2016-17 through 2020-21, All students. Facilitate parent involvement in school site decisions through an active School Advisory Board with reports to the Board of Directors and through incorporation of parent feedback via the School Site Council regarding programs for serving unduplicated pupils and English Learner students.

- ANNUAL ACTION 3Ai, 2016-17. Establish School Advisory Board, (elect members, create meeting schedule, set norms and procedures for meeting planning, participation and decision-making, invite parents and staff to participate)
- ANNUAL ACTION 3Aii, 2016-17 through 2020-21. Ensure that SAB meeting agendas contain agenda items designed to solicit parent input with respect to school decisions.

- ANNUAL ACTION 3Aiii, 2016-17 through 2020-21. Include report to Academy Committee
  of the school's governing board by parent chair of School Advisory Board as a regular
  agenda item.
- ANNUAL ACTION 3Aiv, 2016-17. Establish School Site Council (elect members, create meeting schedule, set norms and procedures for meeting planning, participation and decision-making, invite parents and staff to participate)
- ANNUAL ACTION 3Av, 2016-17 through 2020-21. Ensure that School Site Council
  meeting agendas contain agenda items designed to solicit parent input with respect to
  programs for unduplicated students and English learner students.
- ANNUAL ACTION 3Avi, 2016-17 through 2020-21. Conduct annual stakeholder surveys to gather parent input on the educational program, including programs for unduplicated students and English learner students.

# STATE PRIORITY 4: Pupil achievement as measured by all of the following: A. Mandated statewide assessments

ANNUAL GOAL 4A, 2016-17 through 2020-21. All students and numerically significant subgroups. Increase the percentage of students moving up by at least one achievement band (Far Below Basic, Below Basic, Basic, Proficient, Advanced) on SBACs, CAPA, and CMA in English-Language Arts and Mathematics by an average of 3% every year, with an appropriate adjustment made to this goal when more data on Smarter Balanced Assessments is available.

- ANNUAL ACTION 4Ai, 2016-17. Establish strong instructional program by providing ample professional development and ongoing instructional support, planning a coherent standards-based curriculum, designing formative assessments that yield data for adjusting instruction according to students' individual needs, and procuring adequate instructional resources.
- ANNUAL ACTION 4Aii, 2016-17 through 2020-21. Implement formative and summative assessments to monitor student progress both individually and by subgroup.
- ANNUAL ACTION 4Aiii, 2016-17 through 2020-21. Provide professional development in response to analysis of student performance data, school wide and by subgroup.
- ANNUAL ACTION 4Aiv, 2016-17 through 2020-21. Adjust instruction needed, throughout
  the school year and in planning for the next school year, in response to analysis of
  student performance data, school wide and by subgroup.

## B. The Academic Performance Index (API) or Replacement Measure

ANNUAL GOAL 4B, 2016-17 through 2020-21. All students and numerically significant subgroups. Achieve API or replacement measure for any subgroups that are numerically significant, (Hispanic or Latino, Socioeconomically Disadvantaged, English Learners, and, special education students). The Charter will match or exceed the API or replacement measure scores of the District with similar demographics in the District's attendance area.

- ANNUAL ACTION 4Bi, 2016-17. Establish strong instructional program by providing ample professional development and ongoing instructional support, planning a coherent standards-based curriculum, designing formative assessments that yield data for adjusting instruction according to students' individual needs, and procuring adequate instructional resources.
- ANNUAL ACTION 4Bii, 2016-17 through 2020-21. Implement formative and summative assessments to monitor student progress both individually and by subgroup.
- ANNUAL ACTION 4Biii, 2016-17 through 2020-21. Provide professional development in response to analysis of student performance data, school wide and by subgroup.
- ANNUAL ACTION 4Biv, 2016-17 through 2020-21. Adjust instruction needed, throughout
  the school year and in planning for the next school year, in response to analysis of
  student performance data, school wide and by subgroup.

### C. UC/A-G/career readiness

ANNUAL GOAL 4C, 2016-17 through 2020-21. All students and numerically significant subgroups. Provide programming students (e.g., instruction, activities) and parents (e.g., distribution of information, workshops) to increase awareness of UC A-G/career readiness.

- ANNUAL ACTION 4Ci, 2016-17. Identify instructional goals in UC A-G/career readiness for students and parents by grade level.
- ANNUAL ACTION 4Cii, 2017-18 and 2018-19. Implement and refine programming for middle school students and parents.
- ANNUAL ACTION 4Ciii, 2019-20 through 2020-21. Implement and refine programming for elementary and middle school students and parents.

## D. Progress toward English proficiency

ANNUAL GOAL 4D, 2016-17 through 2020-21. English learner students. Increase the percentage of students enrolled in the school for at least two years who move up at least one ELD level per year by 3% annually.

- ANNUAL ACTION 4Di, 2016-17. Establish strong English language development program
  (ELD) by providing ample professional development and ongoing instructional support,
  planning a coherent standards-based curriculum both in ELD and across the content
  areas, designing formative assessments that yield data for adjusting instruction
  according to students' individual needs, and procuring adequate instructional resources.
- ANNUAL ACTION 4Dii, 2016-17 through 2020-21. Implement formative and summative assessments to monitor the progress of English learner students.
- ANNUAL ACTION 4Diii, 2016-17 through 2020-21. Provide professional development in response to analysis of student performance data, schoolwide and by subgroup.
- ANNUAL ACTION 4Div, 2016-17 through 2020-21. Adjust instruction needed, throughout the school year and in planning for the next school year, in response to analysis of student performance data.

#### E. The English learner reclassification rate

ANNUAL GOAL 4E, 2016-17 through 2020-21. Improve the reclassification rate among students enrolled in the school for at least two years by at least 2% annually.

- ANNUAL ACTION 4Ei, 2016-17. Establish strong English language development program
  (ELD) by providing ample professional development and ongoing instructional support,
  planning a coherent standards-based curriculum both in ELD and across the content
  areas, designing formative assessments that yield data for adjusting instruction
  according to students' individual needs, and procuring adequate instructional resources.
- ANNUAL ACTION 4Eii, 2016-17 through 2020-21. Implement formative and summative assessments to monitor the progress of English learner students.
- ANNUAL ACTION 4Eii, 2016-17 through 2020-21. Provide professional development in response to analysis of student performance data, school wide and by subgroup.
- ANNUAL ACTION 4Eiv, 2016-17 through 2020-21. Adjust instruction needed, throughout
  the school year and in planning for the next school year, in response to analysis of
  student performance data.

## **STATE PRIORITY 5: Pupil engagement**

#### A. School attendance rates

ANNUAL GOAL 5A, 2016-17 through 2017-18. Achieve an attendance rate of 95% or higher.

- ANNUAL ACTION 5Ai, 2016-17 through 2020-21. Communicate to parents the importance of regular attendance for student learning as well as for the school's funding implications.
- ANNUAL ACTION 5Aii, 2016-17 through 2020-21. Provide targeted intervention for students with lower than average attendance and their families.
- ANNUAL ACTION 5Aiii, 2016-17 through 2020-21. Provide positive incentives for students to maintain high attendance.
- ANNUAL GOAL 5A, 2018-19 through 2019-20. Achieve an attendance rate of 95.5% or higher.
- ANNUAL ACTION 5Ai, 2018-19 through 2019-20. Refine strategies to communicate to parents the importance of regular attendance for student learning as well as for the school's funding implications.
- ANNUAL ACTION 5Aii, 2018-19 through 2019-20. Refine strategies to provide targeted intervention for students with lower than average attendance.
- ANNUAL ACTION 5Aiii, 2018-19 through 2019-20. Refine strategies to provide positive incentives for students to maintain high attendance.

ANNUAL GOAL 5A, 2020-21. Achieve an attendance rate of 96% or higher.

- ANNUAL ACTION 5Ai, 2020-21. Refine strategies to communicate to parents the importance of regular attendance for student learning as well as for the school's funding implications.
- ANNUAL ACTION 5Aii, 2020-21. Refine strategies to provide targeted intervention for students with lower than average attendance.
- ANNUAL ACTION 5Aiii, 2020-21. Refine strategies to provide positive incentives for students to maintain high attendance.

#### B. Chronic absenteeism rates

ANNUAL GOAL 5B, 2016-17. Develop relationships and implement strategies with students demonstrating chronic absenteeism and their families.

- ANNUAL ACTION 5Bi, 2016-17. Once families have been through low attendance interventions, if chronic absenteeism persists, initiate intensive targeted intervention for students demonstrating chronic absenteeism and their families.
- ANNUAL ACTION 5Bii, 2016-17. Develop community partnerships to support families
  and to incentivize improvement, including external referrals to impose sanctions on
  parents of chronically absent students.

ANNUAL GOAL 5B, 2017-18 through 2018-19. Refine strategies designed to reduce chronic absenteeism rate.

- ANNUAL ACTION 5Bi, 2017-18 through 2018-19. Refine intensive targeted interventions for students demonstrating chronic absenteeism and their families.
- ANNUAL ACTION 5Bii, 2017-18 through 2018-19. Refine community partnerships to support families and to incentivize improvement, including referrals to the City to impose sanctions on parents of chronically absent students.

ANNUAL GOAL 5B, 2019-20 through 2020-21. Refine strategies designed to reduce chronic absenteeism rate.

- ANNUAL ACTION 5Bi, 2019-20 through 2020-21. Refine intensive targeted interventions for students demonstrating chronic absenteeism and their families.
- ANNUAL ACTION 5Bii, 2019-20 through 2020-21. Refine community partnerships to support families and to incentivize improvement, including referrals to local agencies to impose sanctions on parents of chronically absent students.
- ANNUAL ACTION 5Biii, 2019-20 through 2020-21. Search for innovative promising practices tried elsewhere to reduce chronic absenteeism.

#### C. Middle school dropout rates

ANNUAL GOAL 5C, 2016-17. All students. Develop relationships and implement strategies with students likely to drop out and their families.

- ANNUAL ACTION 5Ci, 2016-17. Identify students with behaviors indicating a high likelihood of dropping out and develop and implement a personalized intervention plan
- ANNUAL ACTION 5Cii, 2016-17. Identify community partners to support identified students and families around circumstances that may be negatively affecting student's life choices.

ANNUAL GOAL 5C, 2017-18 through 2018-19. All students. Refine strategies designed to lower the middle school dropout rate.

- ANNUAL ACTION 5Ci, 2017-18 through 2018-19. Refine intensive targeted interventions for students with behaviors indicating a high likelihood of dropping out.
- ANNUAL ACTION 5Cii, 2017-18 through 2018-19. Refine community partnerships to support identified students and families around circumstances that may be negatively affecting student's life choices.

ANNUAL GOAL 5C, 2019-20 through 2020-21. All students. Refine strategies designed to lower middle school dropout rate.

- ANNUAL ACTION 5Ci, 2019-20 through 2020-21. Refine intensive targeted interventions for students with behaviors indicating a high likelihood of dropping out.
- ANNUAL ACTION 5Cii, 2019-20 through 2020-21. Refine community partnerships to support identified students and families around circumstances that may be negatively affecting student's life choices.
- ANNUAL ACTION 5Ciii, 2019-20 through 2020-21. Search for innovative promising practices tried elsewhere to reduce the incidence of middle school dropout.

#### **STATE PRIORITY 6: School climate**

#### A. Pupil suspension rates

ANNUAL GOAL 6A, 2016-17 through 2020-21. All students and numerically significant subgroups. Implement strategies designed to lower rates of pupil suspensions for all students and for numerically significant subgroups serving comparable grade levels.

 ANNUAL ACTION 6Ai, 2016-17 through 2020-21. Establish clear expectations for student conduct and consistent protocols for incentivizing constructive student conduct, including problem-solving around behaviors that are inconsistent with school expectations. Establish tiers of support and intervention when challenging behaviors persist.

- ANNUAL ACTION 6Aii, 2017-18 through 2020-21. Annually, refine expectations for student conduct and consistent protocols for incentivizing constructive student conduct, including problem-solving around behaviors that are inconsistent with school expectations. Refine tiers of support and intervention when challenging behaviors persist.
- ANNUAL ACTION 6Aiii, 2016-17. Provide initial training and on-the-job support for all
  instructional staff and student supervision staff to establish a clear and consistent set of
  strategies to promote a collaborative, positive school climate and constructive student
  conduct, including positive behavioral support.
- ANNUAL ACTION 6Aiv, 2017-18 through 2020-21. Refine training and support for instructional staff and student supervision staff to improve a clear and consistent set of strategies to promote a collaborative, positive school climate and constructive student conduct, including positive behavioral support.
- ANNUAL ACTION 6Av, 2016-17 through 2020-21. Identify students at risk for suspension and develop, implement, and monitor a personalized intervention plan
- ANNUAL ACTION 6Avi, 2016-17 through 2020-21. Identify community partners to support identified students and families around circumstances that may be negatively affecting student's behaviors.
- ANNUAL ACTION 6Avii, 2019-20 through 2020-21. Implement curricula to increase student decision-making skills
- ANNUAL ACTION 6Aviii, 2019-20 through 2020-21. Refine the above actions annually.

#### **B.** Pupil expulsion rates

ANNUAL GOAL 6B, 2016-17 through 2020-21. All students and numerically significant subgroups. Implement strategies designed to prevent pupil expulsions for all students and for numerically significant subgroups.

 ANNUAL ACTION 6Bi, 2016-17. Establish services for students at risk of expulsion, including targeted educational support services, and, through community partners, services such as counseling, gang prevention, substance abuse prevention, including services to support families.

- ANNUAL ACTION 6Bvii, 2017-18 through 2020-21. Annually, identify students at risk for expulsion, including students who are habitually truant or habitually disruptive, and develop, implement and monitor an intensive, personalized intervention plan to decrease inappropriate or antisocial behavior.
- ANNUAL ACTION 6Biii, 2017-18 through 2020-21. For students at risk for violent acts, provide programs to teach interpersonal and cognitive-behavioral skills, including programs administered by mental health personnel.
- ANNUAL ACTION 6Biv, 2017-18 through 2020-21. Monitor and analyze effectiveness of services for students at risk of expulsion to continually refine and improve.

# C. Other local measures, including surveys of pupils, parents and teachers on sense of safety and school connectedness

ANNUAL GOAL 6C, 2016-17 through 2020-21. All students and numerically significant subgroups. Increase or maintain annually the proportion of students, parents and teachers who indicate a high sense of safety and high levels of students' school connectedness on annual stakeholder surveys.

- ANNUAL ACTION 6Ci, 2016-17. Implement social-emotional skills curricula to raise skill levels (empathy, perspective, active listening, communication, etc.) and develop shared vocabulary and strategies among both students and educators, thereby enabling a community oriented toward problem solving.
- ANNUAL ACTION 6Cii, 2016-17. Establish explicit expectations and norms for how students and adults will treat one another.
- ANNUAL ACTION 6Ciii, 2016-17 through 2020-21. Provide training and on-the-job support to capacitate instructional staff and student supervision staff to support students to achieve expectations and norms and to put into practice their developing social-emotional skills
- ANNUAL ACTION 6Civ, 2016-17 through 2020-21. Use class meetings and other appropriate strategies, including facilitation of student-driven leadership, to address

hurtful social dynamics and other patterns that may undermine students' sense of safety and school connectedness

- ANNUAL ACTION 6Cv, 2016-17 through 2020-21. Provide targeted intervention to students demonstrating high levels of antisocial behavior.
- ANNUAL ACTION 6Cvi, 2016-17 through 2020-21. Analyze survey data to identify trends and areas of need and to refine the above strategies as needed.

STATE PRIORITY 7: Access to a broad course of study in subject areas described in Education Code Section 51210 and 51220, as applicable

Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220 are not applicable to charter schools.

STATE PRIORITY 8: Pupil outcomes in subject areas described in Education Code Section 51210 and 51220, as applicable

Section 51210 and subdivisions (a) to (i), inclusive, of Section 51220 are not applicable to charter schools.

# ELEMENTS TWO AND THREE: MEASURABLE STUDENT OUTCOMES AND METHODS OF MEASUREMENT

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purpose of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school wide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.--California Education Code Section 47605(b)(5)(B)

<u>Governing Law:</u> The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. —California Education Code Section 47605(b)(5)(C)

#### Measurable Student Outcomes

The goal of the Charter School is to create a school that motivates and assists all students in becoming self-motivated, competent, lifelong learners. The Charter School will ensure alignment of its curriculum with California Common Core State Standards and California Contents Standards in order to ensure success for all students in the administration of state required standardized tests. These standards will serve as a guide in developing Charter School goals and in making decisions regarding expenditures of resources, allotment of budget, staff development, program priorities, and policy decisions. The methods for measuring pupil outcomes are consistent with the way the school will report information on its school accountability report card. Numerous assessments are listed here that are not reported on the school accountability report card but which the school will use to gain a fuller picture of student achievement. The outcomes listed below have been carefully designed to align to the mission of the Charter School, exit outcomes and curriculum.

The Charter School shall pursue the following measurable student outcomes:

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OUTCOME	METHODS OF MEASUREMENT
The Charter School shall meet or exceed a 95-96% attendance rate. (though budgeting shows more conservative 90%)	Daily Attendance Records
The Charter School shall provide accurate and consistent information about student progress toward college readiness. Summative and formative assessments will show the level of student consistent incremental progress.	California Standards Tests or Smarter Balanced Assessments (SBAC)
Inspire Charter School shall strive to meet or exceed its growth target school-wide and within reportable subgroups on an annual basis.	API or replacement measure TBD
The Charter School shall receive an average score of "satisfied" or "very-satisfied" on annual parent satisfaction surveys, including questions specifically regarding the educational program.	Annual parent satisfaction surveys.
The Charter School shall exceed the County- wide average scores on the SBAs in ELA and Math as broken down into reportable subgroups.	SBA scores.
The Charter School student shall increase math and reading scores pre- to post-testing by an average of one grade level proficiency per year.	Scantron Performance Assessment.
The Charter School shall have 95% of its students who have been enrolled since 6 <sup>th</sup> grade passing the California High School Exit Exam (CAHSEE) on third attempt or CDE replacement criteria.	CAHSEE scores.
The Charter School's dropout rate shall be no more that of the District.	Dropout calculations
The Charter School shall meet its AYP growth goals in each year.	AYP goals established by law.
The Charter School's graduation rate shall be at least equal to that of the District.	Graduation rates.

The Charter School shall have a reclassification rate for English Learners that is within in 8% of the rate of the District.	

Using the data analysis techniques discussed below, the Charter School will review student performance data to reflect upon and make ongoing improvements as necessary to its educational program and to these stated outcomes, and to further break these school wide outcomes into shorter term benchmarks.

#### Methods of Assessment

The effective use of assessment is critical to the learning process. At the Charter School, several types of formative and summative assessments will be used, including practice quizzes, short answer and essay questions, multiple choice, and objective exams. All instruction is designed with regular evaluation of student work. Assignments and examinations measure student performance in each course. Charter School teachers will perform systematic reviews of student work that include reviews of assignments, evaluation of progress and evaluations of completed work (quality and quantity). Charter School advisory teachers serving as the supervising teacher for purposes of independent study, working closely with parents/guardians and/or concerned adults, will have the first responsibility for measuring and monitoring student progress and performance.

The Charter School shall conduct all required pupil assessment tests pursuant to Education Code Section 60605 and 60851 or any other pupil assessments applicable to pupils in non-charter public schools. The following assessments are utilized by the Charter School:

- Pre-test of students' work will be administrated as a student's baseline knowledge or preparedness for an educational experience or course of study.
- Smarter Balanced Assessments are aligned to the Common Core State Standards which
  were developed by K-12 educators and college faculty to define knowledge and skills
  students need to succeed in college and the workplace. The assessment system —
  including summative and interim assessments and formative resources for teachers, will
  provide accurate and consistent information about student progress toward college
  readiness.
- Embedded Assessment of students' work may include, but is not limited to, a review of
  assignments, evaluation of student work products, projects, and special assignments,
  and locally administered evaluations of student work. Scheduled summative
  assessments are performed at the end of a unit, course, or sequence of lessons. The
  chapter test, final exam, final draft of a writing project is all examples of summative
  assessments.

- CELDT will be administered in accordance with State law.
- Physical Fitness Test will be administered in accordance with State law.
- CAHSEE will be administered in accordance with State law.
- **Scantron Performance Assessment** The Charter School will use Scantron Assessments in the Fall and Spring to track student progress and grade level proficiency.
- End of Course Exams Successful completion of end-of-course assessments, regardless of type, will be required of all students wishing to obtain a Charter School diploma. Every student is required to display an understanding and working knowledge of the essential knowledge and skills taught in each course. In all cases, measures to ensure secure testing and confidentiality of records and transmission of tests and related information will be implemented.

Annually, Inspire Charter School will develop and distribute to the District and to school stake holders a School Accountability Report Card.

Use and Reporting Of Data

## **Report of Individual Student Progress**

Parents/guardians and students will be routinely informed of student progress through regularly scheduled meetings. The monthly progress meetings will be followed up with a written summary of the meeting via an e-mail from the advisory teacher. Individualized student evaluation data will be utilized by the advisory teacher in tailoring the student's education program and updating the master agreement as necessary. To ensure regular communication between the advisory teacher, parent and student, weekly progress reports will be provided to families through e-mail. Parents/guardians may discuss student progress with the school at any time, and Inspire Charter School staff will typically meet with parents/guardians when students are not progressing as expected. School administrators will receive student progress data information from the advisory teachers and this data will be reviewed monthly and on an ongoing basis.

### Use of Achievement Data to Improve Charter School Programs

Faculty will receive data on student achievement on an ongoing basis. Data will be gathered using Scantron for grades 3-12, and DIBELS for grades K-2. Additionally, the K12 and Apex programs provide customized reports and data within the assessments in each curriculum. Faculty will review student work samples noting skills that are mastered and those that need continued support. This data will assist in helping to monitor and improve Inspire Charter School's education program. Areas of low performance for student sub-groups with be analyzed and addressed to design instruction and refine teaching strategies. Program success will be a regular topic of discussion at weekly staff meetings and in regular program review evaluations.

The school's governing board will monitor overall student performance and review data in order to ensure that the school stays true to its mission and charter. The board will hear analysis and recommendations presented by the school's leadership and consider actions to continually improve the school's performance.

The Charter School also will survey parents/guardians on an annual basis to get valuable program feedback to be used to make program improvements. A parent satisfaction survey will be provided electronically to all parents/guardians each school year. The survey will be developed specifically to assess parent input on effectiveness of all aspects of the charter school from their perspective, related to their experience. The results of this survey will be reviewed along with information on program effectiveness from other assessments of effectiveness such as student engagement reports, test results, student success to identify the key program areas that may require modification for the coming school year.

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#### **ELEMENT FOUR: GOVERNANCE STRUCTURE**

Governing Law: The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement-California Education Code Section 47605(b)(5)(D)

Non-Profit Public Benefit Corporation

The Charter School will be operated by Inspire Charter Schools, a California Nonprofit Public Benefit Corporation, thereby granting Westside Elementary immunity from liability for debt/obligations of the charter per Ed Code 47604C.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute, special education and related services, and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Attached as Appendix B and C, please find the Articles of Incorporation, Corporate Bylaws, and Conflict of Interest Code respectively for Inspire Charter School.

## **Board of Directors**

Inspire Charter School Charter School is governed by the Inspire Charter Schools Board of Directors, which shall be selected, serve, and govern the Charter School in accordance with its adopted corporate bylaws, which shall be maintained to align with the terms of this charter and applicable law. The Board shall have at least five and no more than eleven voting members. One Director position will be reserved for a parent or community member. Directors will serve three-year terms.

In accordance with Education Code Section 47604(b), the District may appoint a representative to serve on the Board of Directors.

The initial list of board members and biographical information for each is listed above under the section on charter school founders.

#### **Board Duties**

The Board of Directors will be responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Approval of the annual Charter School budget, calendar, salary schedules, employment contracts, major fundraising events, and grant writing.
- Negotiation and approval of a MOU or other contracts with the District.
- Approval of all leases, purchases, contracts exceeding 10,000 dollars.
- Approval of bylaws, resolutions, and policies and procedures of school operation.
- Approval of all changes to the charter to be submitted to the District as necessary in accordance with applicable law.
- Long-term strategic planning for the Charter School.
- Participation as necessary in dispute resolution.
- Monitoring overall student performance.
- Monitoring the performance of the Charter School and taking necessary action to ensure that the school remains true to its mission and charter.
- Monitoring the fiscal solvency of the Charter School.
- Participation in the Charter School's independent fiscal audit.
- Participation in the Charter School's performance report to the District.
- Participation as necessary in student expulsion matters.
- Increasing public awareness of the Charter School.
- Fundraising efforts.

## **Board Meetings**

The Board of Directors will meet in accordance with the Brown Act.

The Board of Directors meetings will be headed by a Board Chairman, who will be elected annually amongst the Board at the concluding meeting of the school year. Board members will be allowed to attend board meetings virtually. All Board Agenda and Board Materials will be sent to Westside Elementary School District for posting.

The Board of Directors will abide by strong Conflict of Interest policies, that clearly forbid the board of directors benefiting from the service on the board. The board at this time receives no stipends for travel or their time; but this is being considered for the future.

As long as quorum exists as defined by the corporate bylaws, measures voted on by the Board of Directors may be passed with a simple majority of present members.

## **Board Training**

The Board of Directors shall participate in initial training regarding effective board governance, the Brown Act, and conflict of interest rules. New members to the Board of Directors shall be trained in these matters as well.

## Board Delegation of Duties

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee or contractor of the Charter School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

## Charter Regional Senior Director

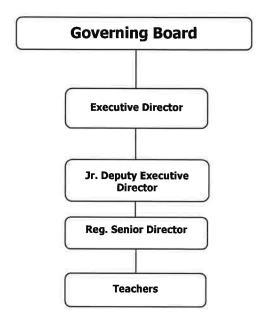
The Executive Director, Jr. Deputy Executive Director, and regional Senior Director will be the leaders of the Charter School. These positions will ensure that the curriculum and technology is implemented in order to maximize student learning experiences. The Executive Director and Jr. Deputy Executive Director will serve Inspire Charter School part time as they have oversight of all Inspire Charter Schools' charters. The regional Senior Director will be full time and lead Inspire Charter School primarily.

The regional Senior Director will directly supervise the home school teachers and will be responsible for administering the school in all of the aspects of its day to day operations, working with the Inspire Charter Schools Board of Directors, the District, students, parents/guardians, and community members and the other governing bodies specified by local and state law.

The administrative duties of the regional Senior Director shall include, but will not be limited to, the following:

- Provide instructional leadership to the Charter School.
- Attend meetings at the District as requested by the District and liaise with the District, including assisting the District in its oversight duties.
- Supervise all employees of the Charter School.
- Provide performance evaluations of all Charter School employees at least once annually.
- Participate in the dispute resolution procedure and the complaint procedure when necessary.
- Provide assistance and coordination in the implementation of curriculum.
- Foster an amicable relationship between District and the Charter School and facilitate a sharing of resources between both entities.

The above duties may be delegated or contracted as approved by the Board to another employee of the Charter School or to an appropriate third party provider as allowed by applicable law.



Parent & Teacher Participation in Governance

As identified in Element 1's list of annual goals and annual actions, Inspire Charter School will use several strategies to consult on a regular basis with their parents/guardians, and teachers regarding the school's educational program.

- ICS will provide parents/guardians with surveys twice a year.
- Parents/guardians may address the Board through public comment or by communicating directly with board members.
- One Board of Director position will be reserved for a parent or community member.
- Parents/guardians can communicate with the Regional Senior Director at any time.

ICS will strive to meet the needs of the students and families so that we are offering a valuable school of choice. To inform planning, we assess the needs of the students and community members on an ongoing basis through parent surveys, Parent Teacher Organization (PTO) meetings, parent workshops, board meetings, and recruiting events. The parent satisfaction surveys will be provided electronically to all parents/guardians. The survey will be developed specifically to assess parent input on effectiveness of all aspects of the ICS from their perspective, related to their experience. The results of this survey will be reviewed along with information on program effectiveness from other assessments of effectiveness such as student engagement reports, test results, and student success to identify the key program areas that may require modification for the coming school year.

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Furthermore, the Charter School will ensure parents/guardians, and teachers have an opportunity to participate in governance of the Charter School through involvement in the Charter School Advisory Council. The School Advisory Board's meeting agendas will contain agenda items designed to solicit parent input with respect to school decisions. The chair of the SAB will be a parent, who will present a report to the school's governing board as a regular agenda item of governing board meetings. The Charter School Advisory Council shall be composed of three parents/guardians, self-nominated and elected amongst the parent body, three teachers, self-nominated and elected amongst the teachers, and a student representative, self-nominated and elected amongst the students. The Advisory Council shall meet regularly and shall make recommendations to the Board of Directors for all aspects of operation. The school's educational programs, will be reviewed by the parents/ guardians, and teachers on a regular basis through the consultation of the Charter School Advisory Council in fulfillment of California Education Code Section 47605(c)(2). The Director of the Charter School Advisory Council shall attend all Advisory Council meetings and shall report Advisory Council recommendations to the Board of Directors. The Director of the Charter School Advisory Council will be elected by the members of the Charter School Advisory Council once all seven council openings are filled on an annual basis.

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## **ELEMENT FIVE: EMPLOYEE QUALIFICATIONS**

<u>Governing Law:</u> The qualifications to be met by individuals to be employed by the school. California Education Code Section 47605(b)(5)(E)

In accordance with Charter School health and safety policies listed below, all employees shall be fingerprinted and undergo a background check and tuberculosis clearance prior to commencing employment with the Charter School.

The Charter School's key staff members (regional Senior Director and Teachers) will meet the following qualifications:

#### **Regional Senior Director**

The regional Senior Director will be the school's instructional leader and will be responsible for helping the school and students achieve the outcomes outlined in this charter petition. This individual will have the following qualifications:

# Required knowledge, skills, and abilities:

- Understanding of independent study program implementation
- Understanding of teacher evaluation in an online school
- · Excellent communication skills
- A record of success in developing teachers
- Entrepreneurial passion
- Knowledge of school management

### Required educational level:

Master's Degree required

#### Required experience:

- 5 plus years teaching/leadership experience
- Experience in performance assessment

### Highly Qualified and Supported Teachers

The faculty will consist of highly qualified credentialed teachers in core, college preparatory subjects. All teachers will meet the requirements of Education Code Section 47605(I) and applicable portions of the Elementary and Secondary Education Act. Professional development will be scheduled on a regular and ongoing basis to support teachers throughout their careers. BTSA training will be provided to teachers that need it to complete their Professional Clear Credential.

#### Required knowledge, skills, and abilities:

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Candidates are evaluated using these standards:

- Committed to students and learning
- Experience teaching in an online environment
- Possession of appropriate credential(s) required for the position
- Detail oriented
- Evidences the capacity to work with students to develop and implement required master student agreements.
- Technologically knowledgeable

# Required educational level / credentialing:

Charter School teachers will be required to hold a California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold, in accordance with Education Code section 47605(1). Teachers shall hold a multiple subject or single subject credential, depending on the grade level of the students they are teaching. Core academic subjects shall be English, Science, Mathematics, and History/Social Science.

Student to teacher ratio will be maintained in accordance with Education Code Section 51745.6 unless this provision is modified by statutory or regulatory action in which case the Charter School reserves the right to modify its student to teacher ratio accordingly. The Charter School will maintain auditable files of teacher credentials in compliance with applicable law.

### Teacher Recruitment

The Charter School will develop a comprehensive teacher recruitment policy to attract highly qualified, credentialed teachers. The Charter School recruitment strategies for employing highly qualified teachers include using established teacher credentialing services, such as EdJoin, Monster.com, and college employment fairs, among other generally acceptable strategies. Find attached as Appendix F, the Charter School Teacher Approval Signature Page showing that the charter school already has highly qualified candidates who are meaningfully interested in teaching at the school.

### Professional Development

Professional development will be provided on an ongoing basis and will be built into the school calendar. Professional development is planned to occur at the following times:

 An intensive training program during the summer to train teachers on the technology that is required for implementing the online program, independent study law compliance, attendance reporting, as well as instructional strategies that address the needs of our targeted student population.

- Regular staff meetings.
- Other designated professional development days scheduled throughout the school year.

Professional development needs will be assessed through analysis of student assessment data, annual parent surveys, and formal staff discussions on recommended modifications to the educational program.

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<u>Governing Law:</u> The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school record summary as described in Section 44237-California Education Code Section 47605(b)(5)(F)

In order to provide safety for all students and staff, the Charter School will implement full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts.

The following is a summary of the health and safety policies of the Charter School:

#### **Procedures for Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Executive Director of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a quarterly basis. The Board Chairman shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

#### Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District.

# **TB Testing**

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

#### **Immunizations**

All students enrolled and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7<sup>th</sup> grade students must be immunized with a pertussis (whooping cough) vaccine booster. Previous to January 1, 2016 ICS has required the state immunization waiver or the student's actual immunization

records. Currently the school is waiting for the California Department of Education to release clarification and guidelines on how non-classroom based schools should apply SB277.

#### **Medication in School**

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

#### Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served by the Charter School.

#### Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7<sup>th</sup> grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

- 1. A description of type 2 diabetes.
- 2. A description of the risk factors and warning signs associated with type 2 diabetes.
- 3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- 4. A description of treatments and prevention of methods of type 2 diabetes.
- 5. A description of the different types of diabetes screening tests available.

#### **Blood borne Pathogens**

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow recommended medical protocol for disinfecting procedures.

# **Drug Free/Alcohol Free/Smoke Free Environment**

The Charter School shall function as a drug, alcohol and tobacco free workplace.

# **Facility Safety/Orderly Environment**

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Additionally, the school will create a safe and orderly environment for students, by having sharing with students and their parents/guardians clear expectations of safe and respectful behavior.

# **Comprehensive Harassment Policies and Procedures**

The Charter School is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's sexual harassment policy.

### **Technology Safety Policies**

The Charter School will develop technology safety policies which address: privacy on student computers; liability for service interruptions and information; internet usage guidelines; accuracy of information; enforcement of the instructional technology policy and guidelines.

# **ELEMENT SEVEN: RACIAL AND ETHNIC BALANCE**

<u>Governing Law:</u> The means by which the school will achieve racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school District to which the charter petition is submitted.-California Education Code Section 47605 (b)(5)(G)

The Charter School will implement a student recruiting strategy that includes but is not necessarily limited to the following elements or strategies to seek to achieve a racial and ethnic balance among students that is reflective of the territorial jurisdiction of the District:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.
- The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the District.
- Student recruitment efforts may include, but are not limited to, direct mail, print
  advertising, and informational meetings directed toward targeted student populations
  to recruit students from the various racial and ethnic groups represented in the District.

The Charter School intends to conduct its student recruitment efforts throughout Fresno and adjacent counties.

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Governing Law: Admissions requirements, if applicable. [Education Code Section 47605(b)(5)(H)

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

The Charter School's application process is comprised of the following:

- 1. Parent attendance at a Charter School orientation meeting is encouraged
- 2. Completion of a student application form

Registration packets for students who are admitted will also gather the following:

- 1. Completion of student enrollment form
- 2. Proof of Immunization
- 3. Home Language Survey
- 4. Completion of Emergency Medical Information Form
- 5. Proof of minimum age requirements, e.g. birth certificate
- 6. Release of records

## **Public Random Drawing**

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether the Charter School has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students as follows: All students currently enrolled in the Charter School and siblings of enrolled students shall be exempt from the lottery. Preferences will be extended to residents of the District, when names are placed into a random drawing; the names of District residents will be placed in the drawing only once.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait-list according to their draw in the lottery. This wait-list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the enrollment applications and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents/guardians of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the Spring for enrollment in Fall of that year.

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Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority-California Education Code Section 47605 (b)(5)(I)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Board of Directors will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director, along with the audit committee, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

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### **ELEMENT TEN: SUSPENSION AND EXPULSION PROCEDURES**

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 et seq. which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the policy is violated, it may be necessary to suspend or expel a student from ICS. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. Additional detail follows below.

# A. Grounds for Suspension and Expulsion of Students

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A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

#### **B. Enumerated Offenses**

- 1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force of violence upon the person of another, except self-defense.
  - c) 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.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 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 same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property.
  - g) Stole or attempted to steal school property or private property.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) 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.
- I) Knowingly received stolen school property or private property.
- m) 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.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or 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.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, 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 one thousand dollars (\$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, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

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- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) 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 class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "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 acts 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:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. 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.
  - "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other

wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
  - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
  - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife 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, with the Director or designee's concurrence.
- 2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

- 3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force of violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 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 same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.
  - f) Caused or attempted to cause damage to school property or private property.
  - g) Stole or attempted to steal school property or private property.
  - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
  - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
  - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
  - k) 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.
  - I) Knowingly received stolen school property or private property.
  - m) 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.

- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or 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.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terrorist threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, 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 one thousand dollars (\$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, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- t) Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) 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 class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "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 acts 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:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. 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.
  - 2) "Electronic Act" means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:
      - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

- (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife 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, with the Director or designee's concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
  - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

If it is determined by the Board of Directors that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

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The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

## C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

#### 1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Director or the Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

The conference may be omitted if the Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

#### 2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer

regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

# 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the Director or Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

# D. Authority to Expel

A student may be expelled either by the Charter School Board following a hearing before it or by the Charter School Board upon the recommendation of an Administrative Panel to be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

### **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Director or designee determines that the Pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

- 1. The date and place of the expulsion hearing;
- 2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- 3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

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- 4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
- 5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- 6. The right to inspect and obtain copies of all documents to be used at the hearing;
- 7. The opportunity to confront and question all witnesses who testify at the hearing;
- **8.** The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

# F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- The complaining witness in any sexual assault or battery case must be provided with a
  copy of the applicable disciplinary rules and advised of his/her right to (a) receive five
  days' notice of his/her scheduled testimony, (b) have up to two (2) adult support
  persons of his/her choosing present in the hearing at the time he/she testifies, which
  may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed
  while testifying.
- 2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- 6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting

- the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- 7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- 8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- 9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

# G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

#### H. Presentation of Evidence

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While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

#### I. Written Notice to Expel

The Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

#### J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

### K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter

School Board's decision to expel shall be final.

# L. Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

#### N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Director or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

#### **ELEMENT ELEVEN: RETIREMENT SYSTEMS**

<u>Governing Law:</u> The manner by which staff members of the Charter Schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. -California Education Code Section 47605 (b)(5)(K)

The Charter School will structure its employee compensation plan in a manner that will attract candidates with the necessary skills and experience. Credentialed Charter School employees shall participate in the California State Teachers' Retirement System (STRS). Non-credentialed employees shall participate in federal Social Security. The Executive Director is responsible for ensuring that appropriate arrangements for coverage are made.

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#### ELEMENT TWELVE: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

<u>Governing Law</u>: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. -California Education Code Section 47605 (b)(5)(L)

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district policies. Parents/guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a particular school or program of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

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Governing Law: A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school-California Education Code Section 47605 (b)(5)(M)

No non-charter school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

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#### **ELEMENT FOURTEEN: DISPUTE RESOLUTION**

<u>Governing Law:</u> The procedures to be followed by the Charter School and the entity granting the charter to resolve disputes relating to provisions of the charter-California Education Code Section 47605 (b)(5)(N)

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on the District, (3) insure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

The members of the Board of Directors and the staff of Inspire Charter School and the District agree to resolve all disputes regarding the charter school including disputes related to provisions of the charter and including disputes between the charter school and the Board of Trustees of the District pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process, with the exception of public board meetings as needed to conform with the Brown Act.

Disputes arising from within the school, including all disputes among and between students, staff, parents/guardians, volunteers, advisors, and partner organizations and Board of Directors of the school, shall be resolved by Inspire Charter School and the Board of Directors pursuant to policies and procedures developed Inspire Charter School Board of Directors.

The District shall not intervene in any such internal disputes without the consent of the Board of Directors of Inspire Charter School and shall refer any complaints or reports regarding such disputes to the chairperson of the Board of Directors or the Executive Director of the charter school for resolution pursuant to the charter school's policies.

The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the Board of Directors of Inspire Charter School has requested the District to intervene in the dispute.

#### Disputes between the Charter School and the District

In the event that the Charter School and the District have disputes regarding the terms of this charter or any other issue regarding the Charter School, both parties agree to follow the process outlined below. However, this dispute resolution process will not apply to those issues identified as possible grounds for revocation of the charter petition as outlined in EC 47607(c) unless the District chooses to have this process apply.

In the event of a dispute between the school and the District, the staff and Board of

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Directors members of the school and District agree to first frame the issue in written format and refer the issue to the District Superintendent, or his/her designee, and the charter school Executive Director. In the event that the District Superintendent believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Inspire Charter School's Executive Director and the District Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the Superintendent of the District and the Executive Director of Inspire Charter School and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and the Executive Director shall jointly identify a neutral, third party mediator by mutual agreement. The format of the mediation session shall be developed jointly.

The Superintendent and Executive Director shall incorporate informal rules of evidence and procedure into the mediation format unless both parties agree otherwise. The charter school and the school District shall each bear its own costs incurred as a result of its compliance with this dispute resolution process. If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator.

## **ELEMENT FIFTEEN: PUBLIC SCHOOL EMPLOYER**

Governing Law: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.-California Education Code Section 47605 (b)(5)(0)

The Charter School shall be deemed the exclusive public school employer of the Charter School employees for purposes of the Educational Employment Relations Act ("EERA"). The Charter School shall comply with the EERA.

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<u>Governing Law:</u> A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. (Education Code Section 47605(b)(5)(P))

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board of Directors will promptly notify parents/guardians and students of the Charter School, the District, the Fresno County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents/guardians and students of the Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

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

As applicable, the Charter School will provide parents/guardians, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

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

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

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

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

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

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

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# **MISCELLANEOUS PROVISIONS**

**Budgets** 

## **Budgets and Cash Flow**

<u>Governing Law:</u> The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. --Education Code Section 47605(g)

Attached as Appendix G, please find the following documents:

- 1. Five Year Budget
- Three Year Cash Flow
- 3. Budget/Revenue Assumptions

Financial Reporting

The Charter School shall provide reports to District and the County Superintendent of Schools in accordance with Education Code Section 47604.33 as follows and shall provide additional fiscal reports as requested by the District or County Superintendent of Schools:

- 1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement.
- 2. By July 1, an annual update required pursuant to Section 47606.5
- 3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, State Department of Education and County Superintendent of Schools.
- 4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- 5. By September 15, a final non-audited report from the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The school's contracted business back office services provider shall provide a monthly report of the Charter School's current and projected financial viability to the Inspire Charter Schools Board of Directors. These reports shall, at a minimum, have the same format and content as the legally required Interim Reports identified above.

The Charter School shall acquire and finance general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance using recommendations from the District insurers. The District Board of Education shall be named as an additional insured on all policies of the Charter School. Prior to opening, the Charter School shall provide evidence of the above insurance coverage to the District.

The District shall not be required to provide coverage to Inspire Charter School under any of the District's self-insured programs or commercial insurance policies. The charter school shall secure and maintain, as a minimum, insurance as set forth below to protect Inspire Charter School from claims that may arise from its operations. The Charter School shall maintain the following insurance policies:

- Workers' Compensation Insurance in accordance with provisions of the California Labor Code, adequate to protect Inspire Charter School from claims under Workers' Compensation Acts, which may arise from its operations.
- General Liability, including Fire Legal Liability, Comprehensive Bodily Injury, and Property Damage Liability for combined single limit coverage of not less than \$2,000,000 for each occurrence. The policy shall be endorsed to name the District as additional insured's. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence.
- Fidelity Bond coverage shall be maintained by Inspire Charter School to cover all charter school employees who handle, process, or otherwise have responsibility for charter school funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
- Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

#### **INSURANCE CERTIFICATES**

Inspire Charter School shall maintain on file certificates signed by an authorized representative of the insurance carrier. Certificates shall be endorsed as follows: The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed

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except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Administrative Services

<u>Governing Law:</u> the manner in which administrative services of the School are to be provided (Education Code Section 47605(g)).

The Executive Director and Director of Academic Program will assume the lead responsibility for administering the Charter School under the policies adopted by the Charter School's Board of Directors. The Charter School will contract with an appropriate third-party for all "back-office" administrative services, including but not limited to financial management, personnel, and instructional program development. Initially, the Charter School intends to utilize Charter Impact, Inc. to provide financial management, accounting, and payroll services. Its experience is described in the section on consultants, above. Charter Impact, Inc. shall assist the Charter School Board by providing budget development, implementation of the adopted budget, and monitoring expenses to ensure that the Charter School Board remains informed about the continuing fiscal solvency of the Charter School.

#### **Facilities**

Governing Law: the facilities to be utilized by the school. The description of facilities to be used by the charter school within the District attendance boundaries. (Education Code Section 47605(a))

The Charter School will locate an administrative office within the District attendance boundaries. The school will not open any resource centers in Fresno County nor adjacent counties that ICS — Central students will be enrolled in.

#### CIVIL LIABILITY IMPACT

<u>Governing Law:</u> Potential civil liability effects, if any, upon the school and upon the District. (Education Code Section 47605(g)

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

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By approving this charter, the Westside Elementary School District will be fulfilling the intent of the Charter Schools Act of 1992 to:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.

The Petitioners are eager to work independently, yet cooperatively with the District to set the highest standard for what a charter school should and can be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal for approval. Inspire Charter School shall be considered approved as of the date of charter approval. The term of the charter shall be from July 1, 2016 through June 30, 2021.

The standards and criteria in Education Code Sections 47605 and 47607 shall govern renewal of the charter as applicable.

### Appendix A

Inspire Charter School

# INSPIRE CHARTER SCHOOL - CENTRAL INDEPENDENT STUDY POLICY

The Charter 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 the 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 following written policies have been adopted by the Board for implementation at the Charter School:

- 1. 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 and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
- 2. 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 interests 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 interests of the pupil to remain in independent study. A written 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. A current written agreement shall be on file for each independent study pupil, including but not limited to, all of the following:
  - The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
  - The objectives and methods of study for the pupil's work, and the methods utilized, to evaluate that work.
  - The specific resources, including materials and personnel, which will be made available to the pupil.
  - 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.
  - 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.

- 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.
- 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.
- 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. 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 ADA purposes:
  - a. Students will initial "Monthly Independent Study Log" on 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. 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. The Directors shall establish regulations to implement these policies in accordance with the law.

### Appendix B

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# ARTICLES OF INCORPORATION OF INSPIRE CHARTER SCHOOLS

I.

FILED 5% Secretary of State State of California AUG 1 2 2013

The name of the corporation shall be Inspire Charter Schools.

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This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this corporation is organized are to manage, operate, guide, direct and promote one or more California public schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or excise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Herbert Nichols 23638 Lyons Avenue #110 Newhall, CA 91321

IV.

This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3), Internal Revenue Code.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not

participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation that is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.

VI.

The initial street address and initial mailing address of the Corporation is:

23638 Lyons Avenue #110 Newhall, CA 91321

Date: 8-12-13

Herbert Nichols, Incorporator

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AUG 18 2013

Date

DEBRA BOWEN SOCIETARY OF MINES

### Appendix C

#### **BYLAWS**

**OF** 

#### **INSPIRE CHARTER SCHOOLS**

(A California Nonprofit Public Benefit Corporation)

#### ARTICLE I NAME

Section 1. NAME. The name of this corporation is Inspire Charter Schools.

### ARTICLE II PRINCIPAL OFFICE OF THE CORPORATION

- Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 1740 Huntington Drive #205, Duarte, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.
- Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place within California.

# ARTICLE III GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote one or more California public charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

# ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

### ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Corporation's charters. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

#### ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

#### ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, the Executive Director (Chief Executive Officer); prescribe powers and duties for him/her as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service. The Executive Director is delegated the power to appoint and remove the remaining staff of Inspire Charter Schools with or without consultation with the Board of Directors as necessary in his/her discretion.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in

- any other state, territory, dependency, or country; conduct its activities in or outside California.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities. The board may affirm loan agreements entered into by the corporation's Executive Director and Director of School Support.
- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than five (5), unless changed by amendments to these bylaws and to the Corporation's charters. If the board membership falls below five (5), the board must remedy the situation with fifteen (15) days. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint an additional director to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors.

The Board shall be composed of current/retired educators, parents with students in ICS schools, and community members.

The initial Board members shall serve staggered terms of service of either two (2) or three (3) years, to be determined by Board resolution at the organizational meeting of the Board. The initial Board of Directors shall be as follows:

#### NAME

Darryl Collins Diane Johnson Jo Della Penna Linda Rahardjo Henry Torres

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No interested persons may serve on the Board of Directors. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. Except for the initial directors who shall serve staggered terms of service, each director shall hold office for three (3) years and until a successor

director has been designated and qualified.

- Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors may appoint a committee to designate qualified candidates for election to the Board at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.
- Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.
- Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.
- Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.
- Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.
- Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a regular or special meeting held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.
- Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board or, if the number of directors then in office is less than the authorized number of directors, by (a) unanimous vote, or (b) a sole remaining director.
- Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.
- Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board may also designate that a meeting be held at any

place within California as designated in the notice of the meeting. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board shall be held at such times and places as may from time to time be fixed by the Board. At least (seventy-two) 72 hours before a regular meeting, the Board, or its designee shall post an agenda in accordance with the Brown Act containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the Vice-Chairman is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board may be held only after at least twenty-four (24) hours' notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice.

Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means (including email) to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

- Section 20. TELECONFERENCE MEETINGS. Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:
- a. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries California;
  - b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
- Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.
- Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.
- Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the authorized number of directors. The Board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board resolution, except that no committee may:
  - a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of all or a majority of all Board members;
  - b. Fill vacancies on the Board or any committee of the Board;
  - c. Fix compensation of the directors for serving on the Board or on any committee;
  - d. Amend or repeal bylaws or adopt new bylaws;
  - e. Amend or repeal any resolution of the Board that by its express terms is not so

amendable or subject to repeal;

- f. Create any other committees of the Board or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

- Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.
- Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.
- Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

# ARTICLE VIII OFFICERS OF THE CORPORATION

- Section 1. OFFICES HELD. The officers of this corporation shall be a Chairman, a Vice-Chairman, a Secretary, and a Treasurer.
- Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the Chairman of the Board.
- Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

- Section 4. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause.
- Section 5. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.
- Section 6. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.
- Section 7. CHAIRMAN OF THE BOARD. The Chairman shall preside at the Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.
- Section 8. VICE-CHAIRMAN. In the absence of the Chairman, the Vice-Chairman shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.
- Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these bylaws require to be given. The Secretary shall have such other powers and perform such other duties as the Board or the bylaws may require.

Section 10. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (b) disburse the Corporation's funds as the Board may order; (c) render to the Chairman of the Board, if

any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or bylaws require.

### ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest).

# ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly has a material financial interest, unless all of the requirements in the Political Reform Act-compliant Inspire Charter Schools Conflict of Interest Code have been fulfilled.

#### ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

### ARTICLE XII INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in

Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board shall authorize indemnification.

# ARTICLE XIII INSURANCE

Section 1. INSURANCE. This Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

## ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

#### ARTICLE XV INSPECTION RIGHTS

- Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.
- Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.
- Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

#### ARTICLE XVI

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#### REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
  - (1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
  - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

#### ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charter(s) held and operated by Inspire Charter Schools, or make any provisions of these Bylaws inconsistent with the charter(s), the Corporation's Articles of Incorporation, or any applicable laws.

#### ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each year.

#### **CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Inspire Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 13 pages, are the bylaws of this Corporation as adopted by the Board of Directors on March 21, 2015; and that these bylaws have not been amended or modified since that date.

Executed on March 21, 2015 at DUARTE, California.

LINDA RAHARDJO, Secretary

#### INSPIRE CHARTER SCHOOLS CONFLICT-OF-INTEREST CODE

The California Political Reform Act (Govt. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 CCR § 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 § 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibits A and B designating positions and establishing disclosure categories shall constitute the conflict of interest code of Inspire Charter Schools, a California nonprofit corporation operating public charter schools.

Individuals holding designated positions shall file their Statements of Economic Interests ("Form 700") with Inspire Charter Schools. Upon receipt of the Forms 700 for all designated positions (see Exhibit A), Inspire Charter Schools shall make and retain copies and forward the originals to the Los Angeles County Board of Supervisors. Copies of all Forms 700 retained by Inspire Charter Schools will be available for public inspection and reproduction. (Govt. Code § 81008.)

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### EXHIBIT A

### **DESIGNATED POSITIONS**

Designated Position	Assigned Disclosure Category
Members of the Governing Board	1, 2, 3
Executive Director	1, 2, 3
Director of Academic Program	1, 2, 3

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#### **EXHIBIT B**

#### **DISCLOSURE CATEGORIES**

#### Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of any county in which Inspire Charter Schools operates.
- b. Investments in, income (including gifts, loans, and travel payments), from, and business positions in any business entity of the type which engages in the acquisition or disposal of real property or are engaged in building construction or design.

#### Category 2

Designated positions assigned to this category must report:

Investments in, income (including gifts, loans, and travel payments), from, and business positions in any business entity of the type which engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment to be utilized by the Inspire Charter Schools, its parents, teachers and students for educational purposes. This includes, but is not limited to, educational supplies, textbooks and items used for extra curricular courses.

#### Category 3

Designated positions assigned to this category must report:

Investments in, income (including gifts, loans, and travel payments), from sources which are engaged in the performance of work or services of the type to be utilized by Inspire Charter Schools, its parents, teachers and students for educational purposes. This includes, but is not limited to, student services commonly provided in public schools such as speech therapists and counselors.

### Appendix D

#### 2016-2017 School Calendar

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School Closed/Holidays

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### Appendix E

#### **Course Descriptions**

#### Middle School - K12 Curriculum

#### 6th Grade Courses

#### 6th Grade Language Arts/English

This course is designed to give students the essential building blocks for expressing their own ideas in standard (or formal) English. After an opening focus on paragraph writing, students write a variety of compositions in genres they will encounter throughout their academic careers. The Grammar, Usage, and Mechanics program offers practice in sentence analysis, sentence structure, and proper punctuation. This course sharpens reading comprehension skills, engages readers in literary analysis, and offers a variety of literature to suit diverse tastes. This course addresses current thinking in assessment standards

#### 6th Grade Math

This research-based course focuses on computational fluency, conceptual understanding, and problem solving and expands more deeply into concepts of geometry, algebra, and statistics. The course also features new graphics and learning tools. Students solve expressions and equations in the context of perimeter, area, and volume problems while further developing computational skills with fractions and decimals. Also in the context of problem solving, students add, subtract, multiply, and divide positive and negative numbers and work with problems addressing net gains and losses. Students solve problems involving ratios, proportions, and percents with an emphasis on both unit rates and constant rates, as well as problems involving direct variation. They learn multiple representations for communicating information, such as graphs on the coordinate plane, measures of center with statistical data, and a variety of data displays. This course also includes standards-based tasks, digital literacy skills, and multiple question types for assessments.

#### 6th Grade Science/Earth Science

The Earth Science curriculum builds on the natural curiosity of students. By connecting them to the beauty of geological history, the amazing landforms around the globe, the nature of the sea and air, and the newest discoveries about our universe, it gives students an opportunity to relate to their everyday world. Students will explore topics such as:

- Fundamentals of geology, oceanography, meteorology, and astronomy
- Earth's minerals and rocks
- Earth's interior
- Plate tectonics, earthquakes, volcanoes, and the movements of continents
- Geology and the fossil record

- Oceans and the atmosphere
- The solar system

#### **Advanced Earth Science**

The Earth Science curriculum presents the fundamentals of geology, oceanography, meteorology, and astronomy. Students explore amazing landforms around the globe, the nature of the sea and air, the wonders of geological history, and recent discoveries about our universe. Practical, hands-on lesson activities help students discover how scientists investigate the living world. Students perform laboratory activities and a full unit investigation to learn about the application of scientific methods. Students will explore topics such as:

- Mapping and maps of the earth
- Minerals
- Rocks
- The interior of the earth
- Plate tectonics and continental drift
- Forces that shape the surface of the earth
- Fossils and their importance
- Oceans
- Weather and climate
- Resources, renewable and nonrenewable

#### **6th Grade History**

This course surveys the story of the human past from the period before written records, prehistory, through the fourteenth century. The course is organized chronologically and, within broad eras, regionally. The course focus is the story of the human past and change over time, including the development of religion, philosophy, the arts, and science and technology. Geography concepts and skills are introduced as they appear in the context of the historical narrative. Students explore what archaeologists and historians have learned about the earliest hunter-gatherers and farmers and then move to a study of the four river valley civilizations. After a brief writing unit, they study the origins of Confucianism, Hinduism, Buddhism, and Judaism and the eras in which they developed. The second half of the course traces the story of classical Greece and Rome, the Byzantine Empire, the origins of Christianity and Islam, and then continues through the fourteenth century in Europe, North Africa, and East Asia. Historical thinking skills are a key component of this course. Students practice document and art analysis, conduct research, and write in a variety of formats. They also practice map reading skills and look at how historians draw conclusions about the past as well as what those conclusions are.

#### 7th Grade Courses

#### 7th Grade Language Arts/English

This course continues the development of written and oral communication skills, designed to give students the essential building blocks for expressing their own ideas in standard (formal) English. Students continue to practice writing essays in various genres. They analyze the conventional five-paragraph essay structure, and then move on to learn the form and structure of a variety of essays they will encounter in their academic careers. The Grammar, Usage, and Mechanics program addresses many grammatical topics. This course sharpens reading comprehension skills, engages students in literary analysis, and offers a variety of literature to suit diverse tastes. This course addresses current thinking in assessment standards.

#### Math

The course begins by developing an understanding of operations with rational numbers, which is applied to working with algebraic expressions and linear equations. This course also helps students develop understanding of proportional relationships and the use of these relationships to solve problems. Geometry topics focus on constructions of two-dimensional figures; properties of circles; scale factors; and problems involving area, surface area, and volume. Finally, students use the tools of probability and statistics to solve basic probability problems and to make inferences based on population samples. This course aligns to national standards and is designed to focus on critical skills and knowledge needed for success in further mathematical studies, including high school algebra.

#### 7th Grade Science/Life Science

The Life Science program invites students to investigate the world of living things—at levels both large and small—by reading, observing, and experimenting with aspects of life on earth. Students explore an amazing variety of organisms, the complex workings of the cell, the relationship between living things and their environments, and discoveries in the world of modern genetics. Practical, hands-on lesson activities help students discover how scientists investigate the living world. Students perform laboratory activities and a full unit investigation to learn about the application of scientific methods.

Students will study a variety of topics in biology, including:

- The chemical building blocks of life
- Fundamentals of ecology and life's environments
- The biology of organisms from bacteria to mammals
- The life processes of plants
- The variety of cell structure and how cells perform the tasks necessary for life
- Fundamentals of genetics

#### 7th Grade Advanced Life Science

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Advanced Life Science is a rigorous middle school course, conceived for the student who loves biology and is ready for an extra challenge. Practical, hands-on lesson activities help students discover how scientists investigate the living world. Students perform laboratory activities and a full unit investigation to learn about the application of scientific methods. Students will explore topics such as:

- Life on earth (including chemistry of life)
- Ecology
- History of life on earth
- Prokaryotes and other microorganisms
- Survey of the groups of animals
- Systems of organisms
- Plants: structure and function
- Cell structure and function
- Cellular respiration and other processes in the cell
- Cell division
- Genetics and gene expression

#### 7th Grade History

Continuing a survey of World History from prehistoric to modern times, online lessons and assessments complement the second volume of The Human Odyssey, this is a textbook series created by K12. This course focuses on the story of the past from the fourteenth century to 1917 and the beginning of World War I. The course is organized chronologically and, within broad eras, regionally. Lessons explore developments in religion, philosophy, the arts, and science and technology.

The course introduces geography concepts and skills as they appear in the context of the historical narrative. Major topics of study include:

- The cultural rebirth of Europe in the Renaissance
- The Reformation and Counter-Reformation
- The rise of Islamic empires
- Changing civilizations in China, Japan, and Russia
- The Age of Exploration, and the civilizations that had been flourishing in the Americas for hundreds of years prior to encounters with Europeans
- The changes that came with the Scientific Revolution and the Enlightenment
- Democratic revolutions of the eighteenth and nineteenth centuries
- The Industrial Revolution and its consequences
- Nineteenth century nationalism and imperialism
- The remarkable transformations in communications and society at the turn of the twentieth century

#### 8th Grade Courses

#### 8th Grade Language Arts/English

Throughout this course, students engage in literary analysis of short stories, poetry, drama, novels, and nonfiction. The course focuses on the interpretation of literary works and the development of oral and written communication skills in standard (formal) English. The course is organized in four programs: Literature; Composition; Grammar, Usage, and Mechanics; and Vocabulary. In Composition, students continue to sharpen their skills by writing essays in various genres. In Literature, students read "what's between the lines" to interpret literature, and they go beyond the book to discover how the culture in which a work of literature was created contributes to the themes and ideas it conveys. Students also read and study a variety of nonfiction works. This course addresses current thinking in assessment standards.

#### 8th Grade Math

The course begins with properties of numbers, including exponents, as well as measurement and precision with scientific notation. After using transformations to solve linear equations with one variable, the course presents linear equations and systems with two variables. The course emphasizes modeling with linear relationships, including the use of linear functions to model relationships between bivariate statistical data. Geometry topics include distances, angles, similarity, and congruence with two-dimensional figures and volumes of three-dimensional figures. Finally, students use irrational numbers and the Pythagorean Theorem to solve mathematical and real-world problems. This course aligns to national standards and is designed to focus on critical skills and knowledge needed for success in further mathematical studies, including high school algebra. After completing this course, students will be ready to take Algebra I in high school.

#### 8th Grade Science/Physical Science

The Physical Science course presents the fundamentals of physics and chemistry. Students explore the amazing universe we live in, including motion, energy, the nature of matter and atoms, how chemicals mix and react, and the forces that hold the universe together.

Among other subjects, students study:

- Structure of atoms
- Elements and the Periodic Table
- Chemical reactions
- Forces, including gravitational, motion, acceleration, and mass
- Energy, including light, thermal, electricity, and magnetism

#### 8th Grade Advanced Physical Science

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Advanced Physical Science is a rigorous middle school course, conceived for the enthusiastic science student who is ready for an extra challenge. Students learn about the physical world and tackle topics such as matter, energy, atoms, motion, thermodynamics and other aspects of chemistry and physics. Practical, hands-on lesson activities help students discover how scientists investigate the living world. Students perform laboratory activities and a full unit investigation to learn about the application of scientific methods. Students will study:

- Problem solving in chemistry and physics
- Matter and its properties
- Chemistry, from atoms to chemical reactions
- Motion, including harmonics and projectiles
- Forces and Newton's Laws of Motion
- Types of energy
- Laws of thermodynamics
- Light and sound
- Electricity and magnetism

#### 8th Grade History

The second half of a detailed two-year survey of the history of the United States, this course takes students from the westward movement of the late 1800s to the present. Lessons integrate topics in geography, civics, and economics. Building on the award-winning series A History of US, the course guides students through critical episodes in the story of America. Students examine the impact of the settlement of the American West; investigate the social, political, and economic changes that resulted from industrialization; explore the changing role of the U.S. in international affairs from the late 19th century through the end of the Cold War; and trace major events and trends in the United States from the Cold War through the first decade of the twenty-first century.

#### Apex High School Curriculum

#### Language Arts/English

#### **English 9 Common Core**

Length: Two Semesters

English 9 provides an introduction to informational and literary genres and lays a foundation of critical reading and analytical writing skills. Through texts that range from essays, speeches, articles and historical documents to a novel, a play, poetry and short stories, students analyze the use of elements of literature and nonfiction. As they develop their writing skills and respond to claims, students learn to formulate arguments and use textual evidence to support

their position. To hone their listening and speaking skills, students engage with a variety of media types through which they analyze and synthesize information, discuss material, create presentations, and share their work.

English 9 supports all students in developing the depth of understanding and higher order skills required by the Common Core. Students break down increasingly complex readings with close reading tools, guided instruction and robust scaffolding as they apply each of the lesson's concepts back to its anchor text. Students build their writing and speaking skills in journal responses, discussions, frequent free response exercises, and essays or presentations, learning to communicate clearly and credibly in narrative, argumentative, and explanatory styles. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for English Language Arts.

#### **Honors English 1**

Length: Two Semesters

Introduction to Literature and Composition covers literature study, reading, writing, and language. Students explore literature from around the world, including the following genres: short story, poetry, memoir, autobiography, drama, and epic. They read examples of informational writing, such as a letter, Web site, magazine article, newspaper article, speech, editorial, and movie or book review. Along the way, they acquire and practice reading skills and strategies that are directly applicable to these literary and informational reading materials. In addition, students develop and practice writing and language skills. They employ the writing process to create narrative, expository, and persuasive compositions. They also learn to create and evaluate media presentations and oral presentations and to fine-tune their listening skills. The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

#### **English 10 Common Core**

Length: Two Semesters

English 10 builds upon students' foundation of critical reading and analytical writing skills. Through texts that range from investigative journalism, essays, articles and historical documents to a novel, drama, poetry and short stories, students analyze the use of elements of literature and nonfiction. As they develop their writing skills and respond to claims, students learn to refine arguments and organize evidence to support their position. To hone their listening and speaking skills, students engage with a variety of media types through which they analyze and synthesize information, discuss material, create presentations, and share their work. English 10 supports all students in developing the depth of understanding and higher order skills required by the Common Core. Students break down increasingly complex readings

with close reading tools, guided instruction and robust scaffolding as they apply each of the lesson's concepts back to its anchor text. Students build their writing and speaking skills in journal responses, discussions, frequent free response exercises, and essays or presentations, learning to communicate clearly and credibly in narrative, argumentative, and explanatory styles. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for English Language Arts.

# **Honors English II**

Length: Two Semesters

Critical Reading and Effective Writing offers a balanced curriculum that develops both academic and life skills. Concepts are presented in creative and lively ways that reinforce learning goals and engage students. Literary selections include short fiction and poetry from around the globe, Shakespearean and modern drama, and contemporary novels. Nonfiction selections feature historical correspondence, diaries, logs, and famous courtroom arguments. Life reading skills target forms, applications, and work-related communication. Throughout both semesters, students build active reading strategies as they question, predict, clarify, and evaluate events and ideas presented in text.

The writing program builds confidence in young writers by targeting control of organization, effective sentences, and word choice. Students compose using the writing process. Grammar review and vocabulary development are included in every unit. The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

# **English III – American Literature**

**Length: Two Semesters** 

American Literature is a literature and composition course offering organized as a survey of American literature. It can stand alone as a complete year of general study in English without a specific prerequisite, but its modular design allows flexibility in how the program is used in the classroom; teachers may use a single unit, lesson, or activity to supplement regular class content. The course builds literary and communication skills, including reading, writing, language appreciation and aesthetics, listening and speaking, viewing and representing, and research.

Within these general topic areas, special emphasis is placed on writing expository, research, and creative compositions; honing critical and analytic skills through close readings of literary,

historical, expository, and functional documents; using context strategies and an understanding of etymology to build vocabulary; and practicing communication skills.

Reading selections cover a variety of genres and voices in literature and expository prose. Students read a survey of American literature from colonial to contemporary eras. They learn and practice workplace communication skills in special activities. Finally, students practice gathering, evaluating, synthesizing, presenting, and documenting information in a unit dedicated to writing research reports.

Summaries and annotations support fluency and comprehension of all reading material. Robust scaffolding in the form of process guides and graphic organizers helps reluctant writers to internalize strategies and develop composition skills. Select activities target text-handling skills and promote improved performance on commonly assessed literary analysis and response standards. Study sheets support engagement with direct instruction and develop note-taking and study skills. The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

### **Honors English III**

Length: Two Semesters

American Literature is a general studies program in literature and composition, organized as a survey of American literature. It can stand alone as a complete year of general study in English without a specific prerequisite, but its modular design allows flexibility in how the program is used in the classroom; teachers may use a single unit, lesson, or activity to supplement regular class content. American Literature expands upon and deepens understanding of literary and communication skills covered in Critical Reading and Effective Writing, including reading, writing, language appreciation and aesthetics, listening and speaking, viewing and representing, and research.

Within these general topic areas, special emphasis is placed on writing expository, research, and creative compositions; honing critical and analytic skills through close readings of literary, historical, expository, and functional documents; using context strategies and an understanding of etymology to build vocabulary; and practicing communication skills in online discussions.

Reading selections cover a variety of genres and voices in literature and expository prose. Students read a survey of American literature from colonial to contemporary eras. They are encouraged to respond critically and personally to these works and to use them as a context for thinking about the unique and universal aspects of culture. They learn and practice skills for workplace communication in special activities. Finally, students practice gathering, evaluating, synthesizing, presenting, and documenting information in a unit dedicated to writing research

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reports. The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

# **English IV- British and World Literature**

**Length: Two Semesters** 

British and World Literature is a streamlined survey of British literature that illustrates the origins of English-language literature and reflects its reach beyond the British Isles. The course is standards-based. Each activity correlates to state standards in six core areas: reading, writing, language (appreciation and aesthetics), listening and speaking, viewing and representing (including media literacy), and research. The course gives students meaningful practice in fundamental literacy skills while introducing them to classics of British and world literature. Throughout the course, students are encouraged to think and respond independently, critically, and creatively to the subject matter, whether it's a work of literature, a piece of nonfiction writing, or a media work. The course emboldens students to approach these works — both on their own terms and within a larger context — while providing them with the tools and encouragement they need in order to do so.

Summaries and annotations support fluency and comprehension of all reading material. Robust scaffolding in the form of process guides and graphic organizers helps reluctant writers to internalize strategies and develop composition skills. Select activities target text-handling skills and promote improved performance on commonly assessed literary analysis and response standards. Study sheets support engagement with direct instruction and develop note-taking and study skills. The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

# **Honors English IV**

Length: Two Semesters

British and World Literature offers a survey of British literature that illustrates the origins of English-language literature and reflects its reach beyond the British Isles. The course is standards-based. Each activity correlates to state standards in six core areas: reading, writing, language (appreciation and aesthetics), listening and speaking, viewing and representing (including media literacy), and research. The course gives students meaningful practice in fundamental literacy skills while introducing them to classics of British and world literature. Throughout the course, students are encouraged to think and respond independently, critically, and creatively to the subject matter, whether it's a work of literature, a piece of nonfiction writing, or a media work. The course emboldens students to approach these works — both on their own terms and within a larger context — while providing them with the tools and

encouragement they need in order to do so. The content is based on the National Council of Teachers of English (NCTE) standards and is aligned to state standards.

# AP English Language and Composition 11th grade

Length: Two Semesters

In AP\* English Language and Composition, students learn to understand and analyze complex styles of writing by reading works from a variety of authors. They'll explore the richness of language, including syntax, imitation, word choice, and tone. They'll also learn about their own composition style and process, starting with exploration, planning, and writing, and continuing through editing, peer review, rewriting, polishing, and applying what they learn to a breadth of academic, personal, and professional contexts. The equivalent of an introductory college-level survey class, this course prepares students for the AP exam and for further study in communications, creative writing, journalism, literature, and composition. This course has been authorized by the College Board to use the AP designation.

# AP English Literature and Composition 12th grade

Length: Two Semesters

AP\* English Literature and Composition immerses students in novels, plays, poems, and short stories from various periods. Students will read and write daily, using a variety of multimedia and interactive activities, interpretive writing assignments, and class discussions to assess and improve their skills and knowledge. The course places special emphasis on reading comprehension, structural and critical analysis of written works, literary vocabulary, and recognizing and understanding literary devices. The equivalent of an introductory college-level survey class, this course prepares students for the AP exam and for further study in creative writing, communications, journalism, literature, and composition. This course has been authorized by the College Board to use the AP designation.

### **English Electives**

### **Reading Skills and Strategies**

Length: One Semester

Reading Skills and Strategies is a course is designed to help the struggling reader develop mastery in the areas of reading comprehension, vocabulary building, study skills, and media literacy, which are the course's primary content strands. Using these strands, the course guides the student through the skills necessary to be successful in the academic world and beyond. The reading comprehension strand focuses on introducing the student to the varied purposes of reading (e.g., for entertainment, for information, to complete a task, or to analyze). In the

vocabulary strand, the student learns specific strategies for understanding and remembering new vocabulary. In the study skills strand, the student learns effective study and test-taking strategies. In the media literacy strand, the student learns to recognize and evaluate persuasive techniques, purposes, design choices, and effects of media. The course encourages personal enjoyment in reading with 10 interviews featuring the book choices and reading adventures of students and members of the community. The content is based on the National Council of Teachers of English (NCTE) standards and aligned to state standards.

# **Writing Skills and Strategies**

Length: One Semester

Writing Skills and Strategies develops key language arts skills necessary for high school graduation and success on high stakes exams through a semester of interactive instruction and guided practice in composition fundamentals. The course is divided into ten mini-units of study. The first two are designed to build early success and confidence, orienting students to the writing process and to sentence and paragraph essentials through a series of low-stress, high-interest hook activities. In subsequent units, students review, practice, compose and submit one piece of writing. Four key learning strands are integrated throughout: composition practice, grammar skill building, diction and style awareness, and media and technology exploration. Guided studies emphasize the structure of essential forms of writing encountered in school, in life, and in the work place. Practice in these forms is scaffolded to accommodate learners at different skill levels. The content is based on the National Council of Teachers of English (NCTE) standards and aligned to state standards.

# Creative Writing 11th and 12th grade

Length: One Semester

Creative Writing is an English elective course that focuses on the exploration of short fiction and poetry, culminating in a written portfolio that includes one revised short story and three to five polished poems. Students draft, revise, and polish fiction and poetry through writing exercises, developing familiarity with literary terms and facility with the writing process as they study elements of creative writing.

Elements of fiction writing explored in this course include attention to specific detail, observation, character development, setting, plot, and point of view. In the poetry units, students learn about the use of sensory details and imagery, figurative language, and sound devices including rhyme, rhythm and alliteration. They also explore poetic forms ranging from found poems and slam poetry to traditional sonnets and villanelles.

In addition to applying literary craft elements in guided creative writing exercises, students engage in critical reading activities designed to emphasize the writing craft of a diverse group of authors. Students study short stories by authors such as Bharati Mukherjee and Edgar Allan

Poe, learning how to create believable characters and develop setting and plot. Likewise, students read poetry by canonical greats such as W. B. Yeats and Emily Dickinson as well as contemporary writers such as Pablo Neruda, Sherman Alexie, and Alice Notley. Studying the writing technique of a range of authors provides students with models and inspiration as they develop their own voices and refine their understanding of the literary craft.

By taking a Creative Writing course, students find new approaches to reading and writing that can affect them on a personal level, as the skills they gain in each lesson directly benefit their own creative goals. Students who are already actively engaged writers and readers learn additional tools and insight into the craft of writing to help them further hone their skills and encourage their creative as well as academic growth.

# **Media Literacy**

Length: One Semester

Media Literacy teaches students how to build the critical thinking, writing, and reading skills required in a media-rich and increasingly techno-centric world. In a world saturated with media messages, digital environments, and social networking, concepts of literacy must expand to include all forms of media. Today's students need to be able to read, comprehend, analyze, and respond to non-traditional media with the same skill level they engage with traditional print sources.

A major topic in Media Literacy is non-traditional media reading skills, including how to approach, analyze, and respond to advertisements, blogs, websites, social media, news media, and wikis. Students also engage in a variety of writing activities in non-traditional media genres, such as blogging and podcast scripting.

Students consider their own positions as consumers of media and explore ways to use non-traditional media to become more active and thoughtful citizens. Students learn how to ask critical questions about the intended audience and underlying purpose of media messages, and study factors which can contribute to bias and affect credibility. The course content is based on The National Association for Media Literacy Education's Core Principles of Media Literacy Education, as well as aggregate state standards and research into best pedagogical practices.

#### **Math Courses**

### Algebra 1 Common Core

Length: Two Semesters

Algebra I builds students' command of linear, quadratic, and exponential relationships. Students learn through discovery and application, developing the skills they need to break down complex challenges and demonstrate their knowledge in new situations.

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Course topics include problem-solving with basic equations and formulas; measurement; an introduction to functions and problem solving; linear equations and systems of linear equations; exponents and exponential functions; sequences and functions; descriptive statistics; polynomials and factoring; quadratic equations and functions; and function transformations and inverses.

This course supports all students as they develop computational fluency, deepen conceptual understanding, and apply Common Core's eight mathematical practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for Mathematics.

# Honors Algebra 1

Length: Two Semesters

Algebra I is a comprehensive course that provides an in-depth exploration of key algebraic concepts. Through a "Discovery-Confirmation-Practice"-based exploration of these concepts, students are challenged to work toward a mastery of computational skills, to deepen their understanding of key ideas and solution strategies, and to extend their knowledge in a variety of problem-solving applications.

Course topics include an Introductory Algebra review; measurement; an introduction to functions; problem solving with functions; graphing; linear equations and systems of linear equations; polynomials and factoring; and data analysis and probability.

Within each Algebra I lesson, students are supplied with a post-study Checkup activity that provides them the opportunity to hone their computational skills in a low-stakes, 10-question problem set before moving on to a formal assessment. Additionally, many Algebra I lessons include interactive-tool-based exercises and math explorations to further connect lesson concepts to a variety of real-world contexts.

To assist students for whom language presents a barrier to learning, this course includes audio resources in both Spanish and English. The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned with state standards.

### **Geometry Common Core**

Length: Two Semesters

Geometry builds upon students' command of geometric relationships and formulating mathematical arguments. Students learn through discovery and application, developing the skills they need to break down complex challenges and demonstrate their knowledge in new situations.

Course topics include reasoning, proof, and the creation of sound mathematical arguments; points, lines, and angles; triangles and trigonometry; quadrilaterals and other polygons; circles; congruence, similarity, transformations, and constructions; coordinate geometry; three-dimensional solids; and applications of probability.

This course supports all students as they develop computational fluency, deepen conceptual understanding, and apply Common Core's eight mathematical practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for Mathematics.

#### **Mathematics I Common Core**

Length: Two Semesters

Mathematics I builds students' command of geometric knowledge and linear and exponential relationships. Students learn through discovery and application, developing the skills they need to break down complex challenges and demonstrate their knowledge in new situations.

Course topics include relationships between quantities; linear and exponential relationships; reasoning with equations; descriptive statistics; congruence, proof, and constructions; and connecting algebra and geometry through coordinates.

This course supports all students as they develop computational fluency, deepen conceptual understanding, and apply Common Core's eight mathematical practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students

with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for Mathematics.

# **Honors Geometry**

Length: Two Semesters

Geometry is a comprehensive course that provides an in-depth exploration of geometric concepts. Through a "Discovery-Confirmation-Practice"-based exploration of these concepts, students are challenged to work toward a mastery of computational skills, to deepen their understanding of key ideas and solution strategies, and to extend their knowledge in a variety of problem-solving applications.

Course topics include reasoning, proof, and the creation of a sound mathematical argument; points, lines, and angles; triangles; quadrilaterals and other polygons; circles; coordinate geometry; and three-dimensional solids. The course concludes with a look at special topics in geometry, such as constructions, symmetry, tessellations, fractals, and non-Euclidean geometry.

Within each Geometry lesson, students are supplied with a post-study Checkup activity that provides them the opportunity to hone their computational skills in a low-stakes, 10-question problem set before moving on to formal assessment. Additionally, many Geometry lessons include interactive-tool-based exercises and math explorations to further connect lesson concepts to a variety of real-world contexts.

To assist students for whom language presents a barrier to learning, this course includes audio resources in both Spanish and English. The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned with state standards.

#### **Mathematics II Common Core**

Length: Two Semesters

Mathematics II extends students' geometric knowledge and introduces them to quadratic expressions, equations, and functions, exploring the relationship between these and their linear and exponential counterparts. Students learn through discovery and application, developing

the skills they need to break down complex challenges and demonstrate their knowledge in new situations.

Course topics include extending the number system; quadratic functions and modeling; expressions and equations; applications of probability; similarity, right-triangle trigonometry, and proof; and circles with and without coordinates.

This course supports all students as they develop computational fluency, deepen conceptual understanding, and apply Common Core's eight mathematical practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for Mathematics.

#### Mathematics III Common Core

Length: Two Semesters

Mathematics III incorporates advanced functions, trigonometry, and probability and statistics as students synthesize their prior knowledge and solve increasingly challenging problems. Students learn through discovery and application, developing the skills they need to break down complex challenges and demonstrate their knowledge in new situations.

Course topics include formulating inferences and conclusions from data; polynomial, rational, and radical relationships; trigonometry of general triangles and trigonometric functions; and mathematical modeling.

This course supports all students as they simultaneously develop computational fluency, deepen conceptual understanding, and apply Common Core's eight mathematical practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the

course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for Mathematics.

# **Algebra II Common Core**

Length: Two Semesters

Algebra II introduces students to advanced functions, with a focus on developing a strong conceptual grasp of the expressions that define them. Students learn through discovery and application, developing the skills they need to break down complex challenges and demonstrate their knowledge in new situations.

Course topics include quadratic equations; polynomial functions; rational expressions and equations; radical expressions and equations; exponential and logarithmic functions; trigonometric identities and functions; modeling with functions; probability and inferential statistics; probability distributions; and sample distributions and confidence intervals.

This course supports all students as they develop computational fluency, deepen conceptual understanding, and apply Common Core's eight mathematical practice skills. Students begin each lesson by discovering new concepts through guided instruction, and then confirm their understanding in an interactive, feedback-rich environment. Modeling activities equip students with tools for analyzing a variety of real-world scenarios and mathematical ideas. Journaling activities allow students to reason abstractly and quantitatively, construct arguments, critique reasoning, and communicate precisely. Performance tasks prepare students to synthesize their knowledge in novel, real-world scenarios and require that they make sense of multifaceted problems and persevere in solving them. Throughout the course students are evaluated through a diversity of assessments specifically designed to prepare them for the content, form, and depth of the Common Core assessments. This course is aligned with the Common Core State Standards for Mathematics.

### Honors Algebra II

**Length: Two Semesters** 

Algebra II is a comprehensive course that builds on the concepts covered in Algebra I and prepares students for advanced-level courses. Through a "Discovery-Confirmation-Practice"-based exploration of intermediate algebra concepts, students are challenged to work toward a mastery of computational skills, to deepen their understanding of key ideas and solution strategies, and to extend their knowledge in a variety of problem-solving applications.

Course topics include conic sections; functions, relations, and their graphs; quadratic functions; inverse functions; and advanced polynomial functions. Students also cover topics relating to rational, radical, exponential, and logarithmic functions; sequences and series; and data analysis and probability.

Within each Algebra II lesson, students are supplied with a post-study Checkup activity that provides them the opportunity to hone their computational skills in a low-stakes, 10-question problem set before moving on to a formal assessment. Additionally, many Algebra II lessons include interactive-tool-based exercises and math explorations to further connect lesson concepts to a variety of real-world contexts. The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned with state standards.

#### **Precalculus**

**Length: Two Semesters** 

Precalculus is a course that combines reviews of algebra, geometry, and functions into a preparatory course for calculus. The course focuses on the mastery of critical skills and exposure to new skills necessary for success in subsequent math courses. The first semester includes linear, quadratic, exponential, logarithmic, radical, polynomial, and rational functions; systems of equations; and conic sections. The second semester covers trigonometric ratios and functions; inverse trigonometric functions; applications of trigonometry, including vectors and laws of cosine and sine; polar functions and notation; and arithmetic of complex numbers.

Within each Pre-calculus lesson, students are supplied with a post-study Checkup activity that provides them the opportunity to hone their computational skills by working through a low-stakes problem set before moving on to formal assessment. Unit-level Pre-calculus assessments include a computer-scored test and a scaffolded, teacher-scored test. The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned with state standards.

# **Honors Precalculus**

Length: Two Semesters

Precalculus is a comprehensive course that weaves together previous study of algebra, geometry, and functions into a preparatory course for calculus. The course focuses on the mastery of critical skills and exposure to new skills necessary for success in subsequent math courses. The first semester includes linear, quadratic, exponential, logarithmic, radical, polynomial, and rational functions; systems of equations; and conic sections. The second semester covers trigonometric ratios and functions; inverse trigonometric functions;

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applications of trigonometry, including vectors and laws of cosine and sine; polar functions and

notation; and arithmetic of complex numbers.

Within each Precalculus lesson, students are supplied with a post-study Checkup activity that provides them the opportunity to hone their computational skills in a low-stakes problem set before moving on to formal assessment. Additionally, connections are made throughout the Precalculus course to calculus, art, history, and a variety of other fields related to mathematics.

The content is based on the National Council of Teachers of Mathematics (NCTM) standards

and is aligned with state standards.

**Probability and Statistics** 

Length: One Semester

Probability and Statistics provides a curriculum focused on understanding key data analysis and probabilistic concepts, calculations, and relevance to real-world applications. Through a "Discovery-Confirmation-Practice"-based exploration of each concept, students are challenged to work toward a mastery of computational skills, deepen their understanding of key ideas and solution strategies, and extend their knowledge through a variety of problem-solving

applications.

Course topics include types of data; common methods used to collect data; and the various representations of data, including histograms, bar graphs, box plots, and scatterplots. Students learn to work with data by analyzing and employing methods of prediction, specifically involving samples and populations, distributions, summary statistics, regression analysis,

transformations, simulations, and inference.

Ideas involving probability — including sample space, empirical and theoretical probability, expected value, and independent and compound events — are covered as students explore the relationship between probability and data analysis. The basic connection between geometry

and probability is also explored.

To assist students for whom language presents a barrier to learning or who are not reading at grade level, Probability and Statistics includes audio resources in English. The content is based on the National Council of Teachers of Mathematics (NCTM) standards and is aligned with state

standards.

AP Statistics

**Length: Two Semesters** 

AP\* Statistics gives students hands-on experience collecting, analyzing, graphing, and interpreting real-world data. They will learn to effectively design and analyze research studies by reviewing and evaluating real research examples taken from daily life. The next time they hear the results of a poll or study, they will know whether the results are valid. As the art of drawing conclusions from imperfect data and the science of real-world uncertainties, statistics plays an important role in many fields. The equivalent of an introductory college-level course, AP Statistics prepares students for the AP exam and for further study in science, sociology, medicine, engineering, political science, geography, and business. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

### **AP Calculus AB**

Length: Two Semesters

In AP\* Calculus AB, students learn to understand change geometrically and visually (by studying graphs of curves), analytically (by studying and working with mathematical formulas), numerically (by seeing patterns in sets of numbers), and verbally. Instead of simply getting the right answer, students learn to evaluate the soundness of proposed solutions and to apply mathematical reasoning to real-world models. Calculus helps scientists, engineers, and financial analysts understand the complex relationships behind real-world phenomena. The equivalent of an introductory college-level calculus course, AP Calculus AB prepares students for the AP exam and further studies in science, engineering, and mathematics. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

### **Math Electives**

#### Math of Personal Finance

**Length: Two Semesters** 

Mathematics of Personal Finance focuses on real-world financial literacy, personal finance, and business subjects. Students apply what they learned in Algebra I and Geometry to topics including personal income, taxes, checking and savings accounts, credit, loans and payments, car leasing and purchasing, home mortgages, stocks, insurance, and retirement planning.

Students then extend their investigations using more advanced mathematics, such as systems of equations (when studying cost and profit issues) and exponential functions (when calculating interest problems). To assist students for whom language presents a barrier to learning or who are not reading at grade level, Mathematics of Personal Finance includes audio resources in both Spanish and English. This course is aligned with state standards as they apply to Mathematics of Personal Finance and adheres to the National Council of Teachers of

Mathematics' (NCTM) Problem Solving, Communication, Reasoning, and Mathematical Connections Process standards.

# **Financial Literacy**

Length: One Semester

Financial Literacy helps students recognize and develop vital skills that connect life and career goals with personalized strategies and milestone-based action plans. Students explore concepts and work toward a mastery of personal finance skills, deepening their understanding of key ideas and extending their knowledge through a variety of problem-solving applications.

Course topics include career planning; income, taxation, and budgeting; savings accounts, checking accounts, and electronic banking; interest, investments, and stocks; cash, debit, credit, and credit scores; insurance; and consumer advice on how to buy, rent, or lease a car or house.

These topics are solidly supported by writing and discussion activities. Journal activities provide opportunities for students to both apply concepts on a personal scale and analyze scenarios from a third-party perspective. Discussions help students network with one another by sharing personal strategies and goals and recognizing the diversity of life and career plans within a group.

To assist students for whom language presents a barrier to learning or who are not reading at grade level, Financial Literacy includes audio resources in English. This course is aligned with state standards as they apply to Financial Literacy and adheres to the National Council of Teachers of Mathematics' (NCTM) Problem Solving, Communication, Reasoning, and Mathematical Connections Process standards.

# **Liberal Arts Math**

**Length: Two Semesters** 

Liberal Arts Math addresses the need for an elective course that focuses on reinforcing, deepening, and extending a student's mathematical understanding. Liberal Arts Math starts with a review of problem-solving skills before moving on to a variety of key algebraic, geometric, and statistical concepts. Throughout the course, students hone their computational skills and extend their knowledge through problem solving and real-world applications.

Course topics include problem solving; real numbers and operations; functions and graphing; systems of linear equations; polynomials and factoring; geometric concepts such as coordinate geometry and properties of geometric shapes; and descriptive statistics.

Within each Liberal Arts Math lesson, students are supplied with a scaffolded note-taking guide, called a Study Sheet, and are given ample opportunity to practice computations in low-stakes Checkup activities before moving on to formal assessment. Additionally, students will have the opportunity to formulate and justify conclusions as they extend and apply concepts through printable exercises and "in-your-own-words" interactive activities.

To assist students for whom language presents a barrier to learning or who are not reading at grade level, Liberal Arts Math includes audio resources in English.

# **Science Courses**

### **Earth Science**

Length: Two Semesters

Earth Science offers a focused curriculum that explores Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space.

Course topics include an exploration of the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. Optional teacher-scored labs encourage students to apply the scientific method.

The content is based on the National Science Teachers Association (NSTA) standards and is aligned with state standards.

#### **Honors Earth Science**

**Length: Two Semesters** 

Earth Science is a robust course that explores Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space. Students are encouraged to look at Earth science from both personal and worldly perspectives and to analyze the societal implications of the topics covered. Laboratory experiments introduce students to different lab techniques while building their skills in critical thinking, inquiry, and observation.

Course topics include an exploration of the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. The content is based on the National Science Teachers Association (NSTA) standards and is aligned with state standards.

**Physical Science** 

Length: Two Semesters

Physical Science offers a focused curriculum designed around the understanding of critical physical science concepts, including the nature and structure of matter, the characteristics of

energy, and the mastery of critical scientific skills.

Course topics include an introduction to kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the periodic table of elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy. Teacher-scored labs encourage students to apply the scientific method. The content is based on the National

Science Teachers Association (NSTA) standards and is aligned with state standards.

**Honors Physical Science** 

**Length: Two Semesters** 

Physical Science is a thorough course that provides students with an understanding of the nature and structure of matter, the characteristics of energy, and the societal implications of physical science concepts. Using the scientific method — observation, data collection, analysis, hypothesis, and conclusion — students are encouraged to extend their knowledge through the

development of scientific explanations, hypotheses, and conclusions.

Course topics include an introduction to kinematics, including gravity and two-dimensional motion; force; momentum; waves; electricity; atoms; the periodic table of elements; molecular bonding; chemical reactivity; gases; and an introduction to nuclear energy. The content is based on the National Science Teachers Association (NSTA) standards and is aligned with state

standards.

Biology

**Length: Two Semesters** 

Biology focuses on the mastery of basic biological concepts and models while building scientific

inquiry skills and exploring the connections between living things and their environment.

The course begins with an introduction to the nature of science and biology, including the major themes of structure and function, matter and energy flow, systems, and the interconnectedness of life. Students then apply those themes to the structure and function of the cell, cellular metabolism, and biogeochemical cycles. Building on this foundation, students

explore the connections and interactions between living things by studying genetics,

ecosystems and natural selection, and evolution. The course ends with an applied look at

human biology.

Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask

scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions

about the concepts.

Lab activities reinforce critical thinking, writing, and communication skills and help students

develop a deeper understanding of the nature of science. The content is based on the National

Science Education Standards (NSES) and is aligned with state standards.

**Honors Biology** 

Length: Two Semesters

Biology is an in-depth course that furthers mastery of scientific skills, fosters a deep

understanding of key concepts, and promotes the application of the scientific method to

biological topics.

The course begins with an introduction to the nature of science and biology, including the

major themes of structure and function, matter and energy flow, systems, and the

interconnectedness of life. Students then apply those themes to the structure and function of the cell, cellular metabolism, and biogeochemical cycles. Building on this foundation, students

explore the connections and interactions between living things by studying genetics, ecosystems and natural selection, and evolution. The course ends with an applied look at

human biology.

Lab activities reinforce critical thinking, writing, and communication skills and help students

develop a deeper understanding of the nature of science.

Biology students are frequently asked to respond to scientific problems and issues via written

assignments. Moreover, Exploration activities challenge Honors students to deconstruct scientific claims, analyze scientific articles, and suggest follow-up experiments or topics for

further research. The content is based on the National Science Education Standards (NSES) and

is aligned with state standards.

Chemistry

**Length: Two Semesters** 

Chemistry offers a curriculum that emphasizes students' understanding of fundamental chemistry concepts while helping them acquire tools to be conversant in a society highly influenced by science and technology.

The course provides students with opportunities to learn and practice critical scientific skills within the context of relevant scientific questions. Topics include the nature of science, the importance of chemistry to society, atomic structure, bonding in matter, chemical reactions, redox reactions, electrochemistry, phases of matter, equilibrium and kinetics, acids and bases, thermodynamics, quantum mechanics, nuclear reactions, organic chemistry, and alternative energy.

Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science.

Throughout this course, students are given an opportunity to understand how chemistry concepts are applied in technology and engineering. Journal and Practice activities provide additional opportunities for students to apply learned concepts and practice their writing skills. The content is based on the American Association for the Advancement of Science (AAAS) Project 2061 benchmarks and the National Science Education Standards and is aligned with state standards.

# **Honors Chemistry**

Length: Two Semesters

Chemistry offers a curriculum that emphasizes students' understanding of fundamental chemistry concepts while helping them acquire tools to be conversant in a society highly influenced by science and technology.

The course provides students with opportunities to learn and practice critical scientific skills within the context of relevant scientific questions. Topics include the nature of science, the importance of chemistry to society, atomic structure, bonding in matter, chemical reactions, redox reactions, electrochemistry, phases of matter, equilibrium and kinetics, acids and bases, thermodynamics, quantum mechanics, nuclear reactions, organic chemistry, and alternative energy.

Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science.

Throughout this course, students are given an opportunity to understand how chemistry concepts are applied in technology and engineering. Journal and Practice activities provide additional opportunities for students to apply learned concepts and practice their writing skills. Exploration activities challenge students to deconstruct scientific claims, analyze scientific articles, and suggest follow-up experiments or topics for further research. The content is based on the American Association for the Advancement of Science (AAAS) Project 2061 benchmarks and the National Science Education Standards and is aligned with state standards.

### **Physics**

Length: Two Semesters

Physics offers a curriculum that emphasizes students' understanding of fundamental physics concepts while helping them acquire tools to be conversant in a society highly influenced by science and technology.

The course provides students with opportunities to learn and practice critical scientific skills within the context of relevant scientific questions. Topics include the nature of science, math for physics, energy, kinematics, force and motion, momentum, gravitation, chemistry for physics, thermodynamics, electricity, magnetism, waves, nuclear physics, quantum physics, and cosmology.

Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science.

Throughout this course, students are given an opportunity to understand how physics concepts are applied in technology and engineering. Journal and Practice activities provide additional opportunities for students to apply learned concepts and practice their writing skills. The content is based on the American Association for the Advancement of Science (AAAS) Project 2061 benchmarks and the National Science Education Standards and is aligned with state standards.

# **Honors Physics**

**Length: Two Semesters** 

Physics offers a curriculum that emphasizes students' understanding of fundamental physics concepts while helping them acquire tools to be conversant in a society highly influenced by science and technology.

The course provides students with opportunities to learn and practice critical scientific skills within the context of relevant scientific questions. Topics include the nature of science, math for physics, energy, kinematics, force and motion, momentum, gravitation, chemistry for physics, thermodynamics, electricity, magnetism, waves, nuclear physics, quantum physics, and cosmology.

Scientific inquiry skills are embedded in the direct instruction, wherein students learn to ask scientific questions, form and test hypotheses, and use logic and evidence to draw conclusions about the concepts. Lab activities reinforce critical thinking, writing, and communication skills and help students develop a deeper understanding of the nature of science.

Throughout this course, students are given an opportunity to understand how physics concepts are applied in technology and engineering. Journal and Practice activities provide additional opportunities to apply learned concepts and practice their writing skills.

Exploration activities challenge students to deconstruct scientific claims, analyze scientific articles, and suggest follow-up experiments or topics for further research. The content is based on the American Association for the Advancement of Science (AAAS) Project 2061 benchmarks and the National Science Education Standards and is aligned with state standards.

# **Science Electives**

# Psychology

Length One Semester

Psychology provides a solid overview of the field's major domains: methods, biopsychology, cognitive and developmental psychology, and variations in individual and group behavior.

By focusing on significant scientific research and on the questions that are most important to psychologists, students see psychology as an evolving science. Each topic clusters around challenge questions, such as "What is happiness?" Students answer these questions before, during, and after they interact with direct instruction. The content is based on the American Psychological Association's National Standards for High School Psychology Curricula. The teaching methods draw from the National Science Teachers Association (NSTA) teaching standards.

# **AP Psychology**

Length: One Semester

AP\* Psychology provides an overview of current psychological research methods and theories. Students will explore the therapies used by professional counselors and clinical psychologists and examine the reasons for normal human reactions: how people learn and think, the process of human development and human aggression, altruism, intimacy, and self-reflection. They will study core psychological concepts, such as the brain and sense functions, and learn to gauge human reactions, gather information, and form meaningful syntheses. Along the way, students will also investigate relevant concepts like study skills and information retention. The equivalent of an introductory college-level survey course, AP Psychology prepares students for the AP exam and for further studies in psychology or life sciences. This course has been authorized by the College Board to use the AP designation.

# **AP Biology**

Length: Two Semesters

AP\* Biology builds students' understanding of biology on both the micro and macro scales. After studying cell biology, students move on to understand how evolution drives the diversity and unity of life. Students will examine how living systems store, retrieve, transmit, and respond to information and how organisms utilize free energy. The equivalent of an introductory college-level biology course, AP Biology prepares students for the AP exam and for further study in science, health sciences, or engineering.

The AP Biology course provides a learning experience focused on allowing students to develop their critical thinking skills and cognitive strategies. Frequent no- and low-stakes assessments allow students to measure their comprehension and improve their performance as they progress through each activity. Students regularly engage with primary sources, allowing them to practice the critical reading and analysis skills that they will need in order to pass the AP exam and succeed in a college biology course. Students perform hands-on labs that give them insight into the nature of science and help them understand biological concepts, as well as how evidence can be obtained to support those concepts. Students also complete several virtual lab studies in which they form hypotheses; collect, analyze, and manipulate data; and report their findings and conclusions. During both virtual and traditional lab investigations and research opportunities, students summarize their findings and analyze others' findings in summaries. using statistical and mathematical calculations when appropriate. Summative tests are offered at the end of each unit as well as at the end of each semester, and contain objective and constructed response items. Robust scaffolding, rigorous instruction, relevant material and regular active learning opportunities ensure that students can achieve mastery of the skills necessary to excel on the AP exam. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

# **AP Chemistry**

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**Length: Two Semesters** 

AP\* Chemistry builds students' understanding of the nature and reactivity of matter. After studying chemical reactions and electrochemistry, students move on to understand how the chemical and physical properties of materials can be explained by the structure and arrangements of the molecules and the forces between those molecules. Students will examine the laws of thermodynamics, molecular collisions, and the reorganization of matter in order to understand how changes in matter take place. Finally, students will explore chemical equilibria, including acid-base equilibria. The equivalent of an introductory college-level chemistry course, AP Chemistry prepares students for the AP exam and for further study in science, health sciences, or engineering.

The AP Chemistry course provides a learning experience focused on allowing students to develop their critical thinking skills and cognitive strategies. Frequent no- and low-stakes assessments allow students to measure their comprehension and improve their performance as they progress through each activity. Students regularly engage with primary source materials, allowing them to practice the critical reading and analysis skills that they will need in order to pass the AP exam and succeed in a college chemistry course. Students perform hands-on labs that give them insight into the nature of science and help them understand chemical concepts, as well as how evidence can be obtained to support those concepts. Students also complete several virtual lab studies in which they form hypotheses; collect, analyze, and manipulate data; and report their findings and conclusions. During both virtual and traditional lab investigations and research opportunities, students summarize their findings and analyze others' findings in summaries, using statistical and mathematical calculations when appropriate. Summative tests are offered at the end of each unit as well as at the end of each semester, and contain objective and constructed response items. Robust scaffolding, rigorous instruction, relevant material, and regular active learning opportunities ensure that students can achieve mastery of the skills necessary to excel on the AP exam. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

#### **Social Studies Courses**

# **Geography and World Cultures**

Length: One Semester

Geography and World Cultures offers a tightly focused and scaffolded curriculum that enables students to explore how geographic features, human relationships, political and social structures, economics, science and technology, and the arts have developed and influenced life in countries around the world. Along the way, students are given rigorous instruction on how to read maps, charts, and graphs, and how to create them.

Geography and World Cultures is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

Geography and World Cultures is designed as the first course in the social studies sequence. It develops note-taking skills, teaches the basic elements of analytic writing, and introduces students to the close examination of primary documents.

# **Honors Geography and World Cultures**

Length: One Semester

Geography and World Cultures is a robust, one-semester course that explores how geographic features, human relationships, political and social structures, economics, science and technology, and the arts have developed and influenced life in countries around the world. Along the way, students are given rigorous instruction on how to read maps, charts, and graphs, and how to create them.

At the intersection of culture and geography, students learn about art, science, individuals and communities, and history and current events. Students discover how a mountain in the distance can inspire a Sufi poet, how a river blocking a passage occupies a civil engineer and a ship builder alike, and how the sound of a busy Cairo street inspires a musician. Human history is all about cultures meeting — how they influence and inspire each other; what sets one apart from the next; and how they battle each other for land, natural resources, religious dominance, and more.

Geography and World Cultures is designed as the first course in the social studies sequence. It develops note-taking skills, teaches analytic writing, and introduces students to the close examination of primary documents. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

# World History Since the Renaissance

Length: Two Semesters

World History since the Renaissance covers the development of civilizations around the world from the Renaissance to the present.

The course covers major themes in world history, including the development and influence of human-geographic relationships, political and social structures, economic systems, major religions and belief systems, the effects of science and technology, the vital role of the arts, and the importance of trade and cultural exchange.

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Topics covered in this course include the Reformation and its legacy, the Scientific Revolution, European exploration, the Enlightenment, political revolutions, the rise of nation-states, the industrial era, the spread of imperialism, and the issues and conflicts of the 20th and 21st

centuries.

Primary source documents, which appear frequently, encourage students to make connections to evidence from the past. Writing skills are honed through a spiraled sequence of short analytic pieces. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National

Council for Social Studies (1994) and is aligned to state standards.

**Honors World History Since the Renaissance** 

Length: Two Semesters

World History since the Renaissance covers the development of civilizations around the world

from the Renaissance to the present.

The course covers major themes in world history, including the development and influence of human-geographic relationships, political and social structures, economic systems, major religions and belief systems, the effects of science and technology, the vital role of the arts, and

the importance of trade and cultural exchange.

Topics covered in this course include the Reformation and its legacy, the Scientific Revolution, European exploration, the Enlightenment, political revolutions, the rise of nation-states, the industrial era, the spread of imperialism, and the issues and conflicts of the 20th and 21st centuries. Primary source documents, which appear frequently, encourage students to make

connections to evidence from the past

A significant focus of this course is student writing. Students develop confidence in their analytic writing through a sequence of five-paragraph essays and analytic pieces, including document-based questions. Additionally, in a series of web explorations, students use the Internet to gather information for creative writing assignments. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned

to state standards.

**US History Since the Civil War** 

Length: Two Semesters

This course traces the nation's history from the end of the Civil War to the present. It describes the emergence of the United States as an industrial nation, highlighting social policy as well as its role in modern world affairs.

Students evaluate the attempts to bind the nation together during Reconstruction while also exploring the growth of an industrial economy. Moving into the 20th and 21st centuries, students probe the economic and diplomatic interactions between the United States and other world players while investigating how the world wars, the Cold War, and the "information revolution" affected the lives of ordinary Americans. Woven through this chronological sequence is a strong focus on the changing conditions of women, African Americans, and other minority groups.

The course emphasizes the development of historical analysis skills such as comparing and contrasting, differentiating between facts and interpretations, considering multiple perspectives, and analyzing cause-and-effect relationships. These skills are applied to text interpretation and in written assignments that guide learners step-by-step through problem-solving activities. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

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The course emphasizes the development of historical analysis skills such as comparing and contrasting, differentiating between facts and interpretations, considering multiple perspectives, and analyzing cause-and-effect relationships. These skills are applied to text interpretation and in written assignments that guide learners step-by-step through problem-solving activities.

Students perfect their ability to use logic and evidence to create persuasive written arguments in five-paragraph essays and in shorter exercises such as document-based questions and analytic discussions. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

#### **US and Global Economics**

Length: One Semester

U.S. and Global Economics offers a tightly focused and scaffolded curriculum that provides an introduction to key economic principles. The course covers fundamental properties of economics, including an examination of markets from both historical and current perspectives; the basics of supply and demand; the theories of early economic philosophers such as Adam Smith and David Ricardo; theories of value; the concept of money and how it evolved; the role of banks, investment houses, and the Federal Reserve; Keynesian economics; the productivity, wages, investment, and growth involved in capitalism; unemployment, inflations, and the national debt; and a survey of markets in areas such as China, Europe, and the Middle East.

U.S. and Global Economics is designed to fall in the fourth year of social studies instruction. Students perfect their analytic writing through a scaffolded series of analytic assignments and written lesson tests. They also apply basic mathematics to economic concepts. Students read selections from annotated primary documents and apply those readings to the course content. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

#### **Honors US and Global Economics**

Length: One Semester

U.S. and Global Economics is a wide-ranging course that provides an introduction to key economic principles. Students gain an understanding of choices they must make as producers, consumers, investors, and taxpayers. They have ample opportunity to develop their points of view and apply what they learn to the promotion of civic action. Topics include an examination of markets from both historical and current perspectives; the basics of supply and demand; the theories of early economic philosophers such as Adam Smith and David Ricardo; theories of value; the concept of money and how it evolved; the role of banks, investment houses, and the Federal Reserve; Keynesian economics; the productivity, wages, investment, and growth involved in capitalism; unemployment, inflations, and the national debt; and a survey of markets in areas such as China, Europe, and the Middle East.

U.S. and Global Economics is designed to fall in the fourth year of social studies instruction. Students perfect their analytic writing through a series of analytic assignments and written lesson tests. They also apply basic mathematics to economic concepts. Students read extensive selections from crucial primary documents and apply those readings to the course content. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

### **US Government and Politics**

Length: One Semester

U.S. Government and Politics offers a tightly focused and scaffolded curriculum that uses the perspective of political institutions to explore the history, organization, and functions of the U.S. government. Beginning with basic theories of government, moving to the Declaration of Independence, and continuing to the present day, the course explores the relationship between individual Americans and the governing bodies. It covers the political culture of the country and gains insight into the challenges faced by presidents, congressional representatives, and other political activists. It also covers the roles of political parties, interest groups, the media, and the Supreme Court.

U.S. Government and Politics is designed to fall in the fourth year of social studies instruction. Students perfect their analytic writing through a scaffold series of analytic assignments and written lesson tests. Students read annotated primary documents and apply those documents to the course content. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

# **Honors US Government and Politics**

Length: One Semester

U.S. Government and Politics is a vigorous, writing-intensive course that uses the perspective of political institutions to explore the history, organization, and functions of the U.S. government. Students are encouraged to use their knowledge of the structures and processes of governing to develop their own views on current political issues and apply what they have learned to the promotion of civic action. Beginning with basic theories of government, moving to the Declaration of Independence, and continuing to the present day, the course explores the relationship between individual Americans and the governing bodies. It looks closely at the political culture of the country and gains insight into the challenges faced by presidents, congressional representatives, and other political activists. It also covers the roles of political parties, interest groups, the media, and the Supreme Court.

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U.S. Government and Politics is designed to fall in the fourth year of social studies instruction. Students perfect their analytic writing through a series of analytic assignments and written lesson tests. Students perform frequent close readings of primary documents and apply those documents to the course content. The content is based on standards from the National Council for History Education (1997), the National Center for History in the Schools (1996), and the National Council for Social Studies (1994) and is aligned to state standards.

# **AP US History**

Length: Two Semesters

In AP\* U.S. History, students investigate the development of American economics, politics, and culture through historical analysis grounded in primary sources, research, and writing. The equivalent of an introductory college-level course, AP U.S. History prepares students for the AP exam and for further study in history, political science, economics, sociology, and law.

Through the examination of historical themes and the application of historical thinking skills, students learn to connect specific people, places, events, and ideas to the larger trends of U.S. history. Critical-reading activities, feedback-rich instruction, and application-oriented assignments hone students' ability to reason chronologically, to interpret historical sources, and to construct well-supported historical arguments. Students write throughout the course, responding to primary and secondary sources through journal entries, essays, and visual presentations of historical content. In discussion activities, students respond to the positions of others while staking and defending claims of their own. Robust scaffolding, rigorous instruction, relevant material, and regular opportunities for active learning ensure that students can achieve mastery of the skills necessary to excel on the AP exam. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

#### AP US Government and Politics

Length: One Semester

AP\* U.S. Government and Politics studies the operations and structure of the U.S. government and the behavior of the electorate and politicians. Students will gain the analytic perspective necessary to critically evaluate political data, hypotheses, concepts, opinions, and processes. Along the way, they'll learn how to gather data about political behavior and develop their own theoretical analysis of American politics. They'll also build the skills they need to examine general propositions about government and politics, and to analyze the specific relationships between political, social, and economic institutions. The equivalent of an introductory collegelevel course, AP U.S. Government and Politics prepares students for the AP exam and for further study in political science, law, education, business, and history. This course has been

authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

#### **AP Macroeconomics**

Length: One Semester

AP\* Macroeconomics students learn why and how the world economy can change from month to month, how to identify trends in our economy, and how to use those trends to develop performance measures and predictors of economic growth or decline. They'll also examine how individuals, institutions, and influences affect people, and how those factors can impact everyone's life through employment rates, government spending, inflation, taxes, and production. The equivalent of a 100-level college-level class, this course prepares students for the AP exam and for further study in business, political science and history. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

#### **AP Microeconomics**

Length: One Semester

AP\* Microeconomics studies the behavior of individuals and businesses as they exchange goods and services in the marketplace. Students will learn why the same product costs different amounts at different stores, in different cities, at different times. They'll also learn to spot patterns in economic behavior and how to use those patterns to explain buyer and seller behavior under various conditions. Microeconomics studies the economic way of thinking, understanding the nature and function of markets, the role of scarcity and competition, the influence of factors such as interest rates on business decisions, and the role of government in promoting a healthy economy. The equivalent of a 100-level college course, AP Microeconomics prepares students for the AP exam and for further study in business, history, and political science. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board.

# **Social Studies Electives**

# Sociology

Length: One Semester

Sociology examines why people think and behave as they do in relationships, groups, institutions, and societies.

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Major course topics include individual and group identity, social structures and institutions, social change, social stratification, social dynamics in recent and current events, the effects of social change on individuals, and the research methods used by social scientists.

In online discussions and polls, students reflect critically on their own experiences and ideas, as well as on the ideas of sociologists. Interactive multimedia activities include personal and historical accounts to which students can respond, using methods of inquiry from sociology. Written assignments provide opportunities to practice and develop skills in thinking and communicating about human relationships, individual and group identity, and all other major course topics. The course content is based on the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies.

#### **Multicultural Studies**

Length: One Semester

Multicultural Studies is a one-semester elective history and sociology course that examines the United States as a multicultural nation. The course emphasizes the perspectives of minority groups while allowing students from all backgrounds to better understand and appreciate how race, culture and ethnicity, and identity contribute to their experiences.

Major topics in the course include identity, immigration, assimilation and distinctiveness, power and oppression, struggles for rights, regionalism, culture and the media, and the formation of new cultures.

In online Discussions and Polls, students reflect critically on their own experiences as well as those of others. Interactive multimedia activities include personal and historical accounts to which students can respond using methods of inquiry from history, sociology, and psychology. Written assignments and Journals provide opportunities for students to practice and develop skills for thinking and communicating about race, culture, ethnicity, and identity.

The content and skill focus of this interdisciplinary course is based on the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies as well as the National Standards for History published by the National Center for History in Schools (NCHS).

#### World Languages

Spanish 1

Length: Two Semesters

Spanish I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as home life, occupations, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people,

as well as idiomatic phrases. Instruction in language structure and grammar includes the structures and uses of present-tense verb forms, imperatives, adjective agreement, impersonal constructions, formal and informal address, and reflexive verbs. Students explore words used in different Spanish-speaking regions and learn about the cultures of Spanish-speaking countries and regions within and outside Europe. The material in this course is presented at a moderate pace. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

### **Honors Spanish 1**

**Length: Two Semesters** 

Spanish I covers the five Cs of the ACTFL standard: communication, cultures, connections, comparisons, and communities. The instruction is balanced between the thematic and communicative approaches to learning language. Spanish I students learn to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as ecology, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar includes the verb system, adjective agreement, formal and informal address, reflexive verbs, and past tense. Students explore words used in different Spanish-speaking regions, and they learn about the cultures of Spanish-speaking countries and regions within and outside Europe. Web explorations give students further insight into the culture and people of the Spanish-speaking world, including the United States. Spanish I is balanced between the thematic and communicative approaches to learning language. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

### Spanish II

**Length: Two Semesters** 

Building on Spanish I concepts, Spanish II students learn to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal situations. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Students expand their vocabulary in topics such as cooking, ecology, geography, and architecture. Instruction in language structure and grammar includes a review of present-tense verb forms, an introduction to the past tense, the conditional mood, imperatives, impersonal constructions, and reported speech. Students deepen their knowledge of Spanish-speaking regions and cultures by learning about history, literature, culture, and contemporary issues. The material in this course is presented at a moderate pace. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

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# **Honors Spanish II**

Length: Two Semesters

Spanish II covers the five Cs of the ACTFL standard: communication, cultures, connections, comparisons, and communities. The instruction is balanced between the thematic and communicative approaches to learning language.

Leveraging Spanish I concepts, Spanish II students learn to communicate more confidently about themselves and their hopes and fears, as well as about topics beyond their own lives — both in formal and informal situations. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Students expand their vocabulary in cooking, geography, and architecture. Instruction in language structure and grammar includes verb forms, tenses, moods and uses, impersonal constructions, and reported speech. Students deepen their knowledge of Spanish-speaking regions and cultures by learning about history, literature, culture, and contemporary issues. Students also are encouraged to consult materials outside the course, such as Web links, community resources, or other media, to better understand Spanish-speaking culture and people. Spanish II is balanced between the thematic and communicative approaches to learning language. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

# Spanish III

Length: Two Semesters

In Spanish III, students build upon the skills and knowledge they acquired in Spanish I and II. The course presents new vocabulary and grammatical concepts in context while providing students with ample opportunities to review and expand upon the material they have learned previously.

Students read and listen to authentic materials from newspapers, magazines, and television. The content is focused on contemporary and relevant topics such as urbanization and population growth in Latin American countries, global health concerns, jobs of the future, and scientific advancements. The materials engage students as they improve their command of Spanish.

Students review the formation and use of regular and irregular verbs in the present and future tenses, as well as the use of reflexive particles and infinitives. They also expand their understanding of noun and adjective agreement, the comparative and superlative degree of adjectives, and the placement and use of direct and indirect objects and pronouns. Students expand their vocabulary through exposure to word roots and families, popular slang, the

correct use of words that are often confused for one another, and review of concepts such as proper placement of accents and stress.

Presentation of new materials is always followed by several interactive, online exercises, allowing students to master the material as they learn it. Teacher-scored activities provide students with opportunities to use their new Spanish skills both orally and in writing. Discussion activities allow students to interact with their peers in the target language. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

# **AP Spanish Language**

**Length: Two Semesters** 

AP\* Spanish Language students practice perfecting their Spanish speaking, listening, reading, and writing skills. They study vocabulary, grammar, and cultural aspects of the language, and then apply what they learn in extensive written and spoken exercises. The course addresses the broad themes of Global Challenges, Science and Technology, Contemporary Life, Personal and Public Identities, Families and Communities, and Beauty and Aesthetics. By the end of the course, students will have an expansive vocabulary, a solid, working knowledge of all verb forms and tenses, strong command of other language structures, and an ability to use language in many different contexts and for varied purposes. The equivalent of a college-level language course, AP Spanish Language prepares students for the AP exam and for further study of Spanish language, culture, or literature. This course has been authorized by the College Board to use the AP designation. \*AP is a registered trademark of the College Board

#### French I

**Length: Two Semesters** 

French I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as sports, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar includes the verb system, adjective agreement, formal and informal address, reflexive verbs, and past tense. Students also gain an understanding of the cultures of French-speaking countries and regions within and outside Europe, as well as insight into Francophone culture and people. The material in this course is presented at a moderate pace. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

### **Honors French I**

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**Length: Two Semesters** 

Balanced between the thematic and communicative approaches to learning language, French I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as sports, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar includes the verb system, adjective agreement, formal and informal address, reflexive verbs, and past tense. Students also gain an understanding of the cultures of French-speaking countries and regions within and outside Europe, as well as insight into Francophone culture and people. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

#### French II

**Length: Two Semesters** 

French II teaches students to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal address. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms in cooking, geography, and architecture. Instruction in language structure and grammar includes present- and past-tense verb forms and uses, negation, and direct and indirect objects. Students deepen their knowledge of French-speaking regions and cultures by learning about history, literature, culture, and contemporary issues. The material in this course is presented at a moderate pace. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

# **Honors French II**

Length: Two Semesters

Building on French I concepts, French II students learn to communicate more confidently about themselves, as well as about topics beyond their own lives — both in formal and informal address. Balanced between the thematic and communicative approaches to learning language, each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms in cooking, geography, and architecture. Instruction in language structure and grammar includes verb conjugations and uses in the present tense, past tense, and imperative and conditional moods, as well as direct and indirect objects and personal, possessive, and relative pronouns. Students deepen their knowledge of French-speaking regions and cultures by learning about history, literature, culture, and contemporary

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issues. To further connect to French culture and people, students are encouraged to view supplementary materials on the Web or to consult community resources or other media. The content is based on the American Council on the Teaching of Foreign Languages (ACTFL) standards.

### German I

Length: Two Semesters

Students begin their introduction to German by focusing on the four key areas of foreign language study: listening, speaking, reading, and writing. The course represents an ideal blend of language learning pedagogy and online learning. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning, become familiar with common vocabulary terms and phrases, comprehend a wide range of grammar patterns, participate in simple conversations and respond appropriately to basic conversational prompts, analyze and compare cultural practices, products, and perspectives of various German-speaking countries, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

#### German II

Length: Two Semesters

Students continue their study of German by further expanding their knowledge of key vocabulary topics and grammar concepts. Students not only begin to comprehend listening and reading passages more fully, but they also start to express themselves more meaningfully in both speaking and writing. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning, understand common vocabulary terms and phrases, use a wide range of grammar patterns in their speaking and writing, participate in conversations and respond appropriately to conversational prompts, analyze and compare cultural practices, products, and perspectives of various German-speaking countries, and take frequent assessments where their language progression can be monitored. By semester 2, the course is

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conducted almost entirely in German. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

### Latin I

Length: Two Semesters

Since mastering a classical language presents different challenges from learning a spoken world language, students learn Latin through ancient, time-honored, classical language approaches which include repetition, parsing, written composition, and listening exercises. These techniques, combined with a modern multimedia approach to learning grammar, syntax, and vocabulary, provide students with a strong foundation for learning Latin. Each unit consists of a new vocabulary theme and grammar concept, reading comprehension activities, writing activities, multimedia culture, history, and mythology presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on engaging with authentic classical Latin through weekly encounters with ancient passages from such prestigious authors as Virgil, Ovid, and Lucretius. The curriculum concurs with the Cambridge school of Latin; therefore, students will learn ancient high classical styles of pronunciation and grammar in lieu of generally less sophisticated medieval styles, making it possible for students to comprehend the most Latin from the widest range of time periods. Students should expect to be actively engaged in their own language learning, become familiar with common vocabulary terms and phrases, comprehend a wide range of grammar patterns, understand and analyze the cultural and historical contexts of the ancient sources they study, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

### Latin II

**Length: Two Semesters** 

Students continue with their study of Latin through ancient, time-honored, classical language approaches which include repetition, parsing, written composition, and listening exercises. These techniques, combined with a modern multimedia approach to learning grammar, syntax, and vocabulary, prepare students for a deeper study of Latin. Each unit consists of a new vocabulary theme and grammar concept, reading comprehension activities, writing activities, multimedia culture, history, and mythology presentations, and interactive activities and practices which reinforce vocabulary and grammar. The emphasis is on reading Latin through engaging with myths from the ancient world which are presented in Latin. The curriculum concurs with the Cambridge school of Latin; therefore, students will learn ancient high classical styles of pronunciation and grammar in lieu of generally less sophisticated medieval styles, making it possible for students to comprehend the most Latin from the widest range of time

periods. Students should expect to be actively engaged in their own language learning, understand and use common vocabulary terms and phrases, comprehend a wide range of grammar patterns, understand and analyze the cultural and historical contexts of the ancient sources they study, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

### Mandarin Chinese I

Length: Two Semesters

Students begin their introduction to Chinese by focusing on the four key areas of foreign language study: listening, speaking, reading, and writing. The course represents an ideal blend of language learning pedagogy and online learning. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Both Chinese characters and pinyin are presented together throughout the course and specific character practices are introduced after the first quarter. Students should expect to be actively engaged in their own language learning, become familiar with common vocabulary terms and phrases, comprehend a wide range of grammar patterns, participate in simple conversations and respond appropriately to basic conversational prompts, analyze and compare cultural practices, products, and perspectives of various Chinese-speaking regions, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

### **Mandarin Chinese II**

**Length: Two Semesters** 

Students continue their study of Chinese by further expanding their knowledge of key vocabulary topics and grammar concepts. Students not only begin to comprehend listening and reading passages more fully, but they also start to express themselves more meaningfully in both speaking and writing. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Character recognition and practice are a key focus of the course and students are expected to learn several characters each unit. However, pinyin is still presented with characters throughout the course to aid in listening and reading

comprehension. Students should expect to be actively engaged in their own language learning, understand common vocabulary terms and phrases, use a wide range of grammar patterns in their speaking and writing, participate in conversations and respond appropriately to conversational prompts, analyze and compare cultural practices, products, and perspectives of various Chinese-speaking regions, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

**Electives** 

Life Skills

College and Career Prep I

Length: One Semester

High school students have many questions about the college application process, what it takes to be a successful college student, and how to begin thinking about their careers.

In College and Career Preparation I, students obtain a deeper understanding of what it means to be ready for college. Students are informed about the importance of high school performance in college admissions and how to prepare for college testing. They know the types of schools and degrees they may choose to pursue after high school and gain wide exposure to the financial resources available that make college attainable.

Career readiness is also a focus. Students connect the link between interests, college majors, and future careers by analyzing career clusters. Students come away from this course understanding how smart preparation and skill development in high school can lead into expansive career opportunities after they have completed their education and are ready for the working world.

Students who complete College and Career Preparation I have the basic skills and foundation of knowledge to progress into College and Career Preparation II, the capstone course that provides hands-on information about the transition from high school to college and career. The course is based on the American School Counselors Association National Standards for school counseling programs.

College and Career Prep II

Length: One Semester

High school students have many questions about the college application process, what it takes to be a successful college student, and how to begin thinking about their careers.

College and Career Preparation II builds on the lessons and skills in College and Career Preparation I. The course provides a step-by-step guide to choosing a college. It walks students through the process of filling out an application, including opportunities to practice, and takes an in-depth look at the various college-admission tests and assessments, as well financial aid options.

College and Career Preparation II also instructs students in interviewing techniques and provides career guidance. Students explore valuable opportunities such as job shadowing and internships when preparing for a career.

Students who complete this course obtain a deeper understanding of college and career readiness through informative, interactive critical thinking and analysis activities while sharpening their time management, organization, and learning skills that they learned in College and Career Preparation I. College and Career Preparation II prepares students with the knowledge and skills to be successful in college and beyond. The course is based on the American School Counselors Association National Standards for school counseling programs.

### Fine Arts

### Art Appreciation

Length: One Semester

Art Appreciation is a survey of the history of Western visual arts, with a primary focus on painting. Students begin with an introduction to the basic principles of painting and learn how to critique and compare works of art. Students then explore prehistoric and early Greek and Roman art before they move on to the Middle Ages. Emphasis is placed on the Renaissance and the principles and masters that emerged in Italy and northern Europe. Students continue their art tour with the United States during the 20th century, a time of great innovation as abstract art took center stage. While Western art is the course's primary focus, students will finish the course by studying artistic traditions from Africa, Asia, Oceania, and the Americas.

Coverage of each artistic movement highlights historical context and introduces students to key artists that represent a variety of geographic locations. Throughout the course, students apply what they have learned about art critique to analyze and evaluate both individual artists and individual works of art. Art Appreciation is based on national standards developed by the Consortium of National Arts Education Associations, as well as key state standards. It encompasses a variety of skills to enable students to critique, compare, and perhaps influence their own works of art.

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**Music Appreciation** 

**Length: Two Semesters** 

Music Appreciation is a streamlined course that introduces student to the history, theory, and genres of music, from the most primitive surviving examples, through the classical to the most contemporary in the world at large. The course is offered in a two-semester format: The first semester covers primitive musical forms, classical music, and American jazz. The second semester presents the rich modern traditions, including: gospel, folk, soul, blues, Latin rhythms,

rock and roll, and hip-hop.

The course explores the interface of music and social movements and examines how the emergent global society and the Internet is bringing musical forms together in new ways from

all around the world.

PE/Health/Psychology

**Physical Education** 

Length: One Semester

Physical Education combines the best of online instruction with actual student participation in weekly cardiovascular, aerobic, and muscle toning activities. The course promotes a keen understanding of the value of physical fitness and aims to motivate students to participate in

physical activities throughout their lives.

Specific areas of study include: cardiovascular exercise and care, safe exercising, building muscle strength and endurance, injury prevention, fitness skills and FITT benchmarks, goal setting, nutrition and diet (vitamins and minerals, food labels, evaluation product claims), and stress management. The course requires routine participation in adult-supervised physical activities. Successful completion of this course will require parent/legal guardian sign-off on student-selected physical activities and on weekly participation reports to verify the student is meeting his or her requirements and responsibilities. Physical Education is aligned to national and state standards and the Presidential Council on Physical Fitness and Sports.

Skills for Health

Length: One Semester

Skills for Health is a valuable, skills-based health education course designed for general education in grades 9 through 12. Skills for Health helps students develop knowledge, attitudes, and essential skills in a variety of health-related subjects, including mental and emotional health; nutrition; physical activity; substance use and abuse; injury prevention and safety; and personal health, environmental conservation, and community health resources.

Through use of accessible information and real-life simulations, students apply the seven health skills. These include access to valid health information; self-management; analysis of internal and external influences; interpersonal communication; decision-making; goal setting; and advocacy. Students who complete Skills for Health build the skills they need to protect, enhance, and promote their own health and the health of others. The content is based on the National Science Teachers Association (NSTA) standards and is aligned to state standards.

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### Appendix F

47605 to enable the creation of the Charter School. The Petitioners for the Charter School agree to operate the Charter School pursuant to the terms of We the undersigned believe that the attached charter for the creation of Inspire Charter School - Central (the "Charter School") merits consideration and hereby petition the governing board of the Westside Elementary School District to grant approval of the charter pursuant to Education Code Section the Charter Schools Act and the provisions of the Charter School's charter. The petitioners listed below certify that they are teachers who are meaningfully interested in teaching at the Charter School.

## By the Lead Petitioners:

Herbert Nichols Kimmi Buzzard Name Name

Date

The petitioners recognize Herbert Nichols and Kimmi Buzzard and as the Lead Petitioners and hereby authorize the Lead Petitioners to negotiate any amendments to the attached charter necessary to secure approval by the Westside Elementary School District governing board.

### By the Petitioners:

	Signature	Date	Credentials Held	Phone Number
Erika Vanderspek	Guha a Yan	4/14/16	Multiple Subject CLAD	858-312-5408
Lindsay Chan	Holan Na	4/14/16	Multiple Subject class	558-761-30T
Jason White	Oran A. ashta	4/14/16	Single Subject	858-215-228
Juy Olsun	450	4/14/16	MUH Subject CLAD	1019.990-8857
Jennifor Fuber	gulfur	2/11/2	Multiple subject	8512-4-1-858
Justin Barrum	Saller NIF	9//11//6	Multiple Subject CLAD	8.58 - 859-22.82
Jessia Cuting	Hall	4/14/16	Seciel Studies	310-282-0369
Candice Betz 4	Carda Ros	4/14/16	Multiple Swifert 898-335-0780	88-335-0480
Shavi Evlendson	Sux fuller		4/4/16 Multiple Subject	619 339-1576

### Appendix G

# **Inspire Charter School – Central** Five-Year Charter School Financial Plan Fiscal Years 2016-17 to 2020-21 Presented to the Westside Elementary School District July 2016

### Overview and Table I

Inspire Charter School – Central submits this financial plan to demonstrate that the proposed charter petition aligns with academically and fiscally sound operations. The plan includes a proposed five-year operational budget, including start-up costs, and cash flow and financial projections for the first three years of operations. The plan demonstrates that this proposal is fiscally feasible and that the school's operations are sustainable in both the near and long-term. Specifically, the plan demonstrates that the anticipated revenues available to the school, including state, local and federal funds, are sufficient to support the school's core functions while maintaining positive cash flow and adequate reserves. The plan shows the school achieving a substantial and growing projected ending balance.

The tables in this financial plan provide a detailed overview of the basic assumptions underlying the plan, estimates of the school's revenues and expenditures, a five-year operating budget, and a cash flow projection.

Readers of this document should keep in mind that these financial projections represent a current iteration of an ongoing charter school design and implementation process. The format and specifics of this plan will continue to evolve as the charter approval, school design, and implementation processes unfold. As such, readers should be aware of the following caveats:

- o The revenue projections are highly dependent on continuing changes to California's budget and system for funding schools.
- As with any financial plan, the figures and assumptions contained in this plan will necessarily evolve with the school design process, state and federal funding changes, economic and market conditions, and should not be interpreted as "final" school design parameters.

This plan presents a five-year projection beginning when the charter petition would be implemented, starting from July 2016, to show a pattern of long-term viability.

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Table I: Five Year Operating Budget

Inspire Charter School - Central

		Year 1		Year 2		Year 3		Year 4		Year 5
*		2016-17		2017-18		2018-19		2019-20		2020-21
evenues	_				_					
State Revenues	\$	2,394,518	\$	4,160,171	\$	5,810,824	\$	7,453,013	\$	9,095,20
Federal Revenues		20,160		86,724		120,888		155,052		189,21
Revolving Loan and Cash Flow		120,000		100,000		:30		10		2
Total Revenue	\$	2,534,678	\$	4,346,895	\$	5,931,712	\$	7,608,065	\$	9,284,41
penditures										
1000 - Certificated and Instructional Salaries	\$	853,480	\$	1,757,286	\$	2,582,278	\$	3,289,978	\$	4,037,41
2000 - Non-Certificated Salaries		6,000		83,430		85,933		110,365		113,67
3000 - Retirement and Benefits		246,162		547,768		842,386		1,132,732		1,457,73
4000 - Books and Supplies		17,250		29,231		111,009		85,660		119,66
5000 - Utilities		11,583		18,580		23,260		27,940		32,62
5000 - Operating		202,664		442,941		784,553		1,353,230		1,646,69
5000 - Professional Service		281,429		420,974		574,654		726,752		878,85
5000 - Facilities		9,600		10,640		11,812		13,027		14,28
Startup and Expansion Expenses		428,305		265,731		480,531		404,363		615,67
Revolving Loan and cash flow repayment		120,000		100,000		•				•
Total Expenditures	\$	2,176,472	\$	3,676,581	\$	5,496,415	\$	7,144,047	\$	8,916,60
Operating Surplus/Deficit (excludes loans and fundraising)	\$	358,205	\$	670,314	\$	435,296	\$	464,018	\$	367,81
Surplus/Deficit	\$	358,205	\$	670,314	\$	435,296	\$	464,018	\$	367,81
Carry-Forward from PY	T			358,205		1,028,520		1,463,816		1,927,83
Surplus/Deficit as a % of Total Revenues		14%		15%		7%		6%		4
BUDGETED ENDING BALANCE	\$	358,205	S	1.028,520	\$	1,463,816	\$	1,927,834	s	2,295,64
As a % of Total Revenues	Ĺ	14%		24%		25%	Ė	25%	_	2:
TOTAL EXPENDITURES PER STUDENT	S	7,255	\$	7,427	\$	7.966	<b>S</b>	8.072	S	8,2

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### **Table II: Student Data Assumptions**

Most state and federal school funding formulas are based on the number and types of students served by the school. Table II displays the student data assumptions used to assemble this financial plan.

The financial plan is based on an estimated student population of 300 students enrolled in Grades K-12 in 2016-17 growing to 1,080 students in grades K-12 in 2020-21. Enrollment for kindergarten incorporates transitional kindergarten enrollment. We feel that initial enrollment of 300 students is a conservative estimate, based on recent experience. Our second charter Inspire Charter School – South out of San Diego County we showed 884 students on the 20 Day Report. This development is nearly six times our charter petition estimate of 150 students.

The plan assumes an average daily attendance (ADA) rate of 90 percent.

The plan assumes an unduplicated pupil count based on a rate of 35 percent. It assumes that 30 percent of the school's students will be eligible for free or reduced-price meals pursuant to federal food services guidelines. Finally, the plan assumes that the school will serve a student population consisting of 5 percent English learners.

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Table II: Student Data
Assumptions

Inspire Charter School - Central

	Year 1	Year 2	Year 3	Year 4	Year 5
	2016-17	2017-18	2018-19	2019-20	2020-21
nrollment By Grade					
Kindergarten	15	30	45	60	75
Grade 1	15	30	45	60	75
Grade 2	15	30	45	60	75
Grade 3	15	30	45	60	75
Grade 4	15	30	45	60	75
Grade 5	15	30	45	60	75
Grade 6	15	30	45	60	75
Grade 7	25	40	55	70	85
Grade 8	25	40	55	70	85
Grade 9	30	45	60	75	90
Grade 10	30	45	60	75	90
Grade 11	35	50	65	80	95
Grade 12	50	65	80	95	110
Other Enrollment					
Total Enrollment	300	495	690	885	1,080
Overall ADA rate ADA Grades K-3	90% 54.0	90%	90%	90%	90%
ADA Grades K-3	54.0	108.0	162.0	216.0	270.0
LADA O I A C					
ADA Grades 4-6	40.5	81.0	121.5	162.0	202.5
ADA Grades 7-8	45.0	81.0 72.0	99.0	126.0	202.5 153.0
ADA Grades 7-8 ADA Grades 9-12	45.0 130.5			126.0 292.5	202.5 153.0 346.5
ADA Grades 7-8	45.0	72.0	99.0	126.0	202.5 153.0 346.5
ADA Grades 7-8 ADA Grades 9-12	45.0 130.5	72.0 184.5	99.0 238.5	126.0 292.5	202.5 153.0 346.5
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades	45.0 130.5	72.0 184.5	99.0 238.5	126.0 292.5	202.5 153.0 346.5 972
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades ree/Reduced Price Lunch	45.0 130.5 <b>270</b>	72.0 184.5 <b>446</b>	99.0 238.5 <b>621</b>	126.0 292.5 <b>797</b>	202.5 153.0 346.5 972
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades  ree/Reduced Price Lunch  Free lunch	45.0 130.5 270	72.0 184.5 446	99.0 238.5 <b>621</b>	126.0 292.5 <b>797</b>	202.5 153.0 346.5 <b>972</b> 25%
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades  ree/Reduced Price Lunch Free lunch Reduced lunch Number of Students	45.0 130.5 270 25% 5%	72.0 184.5 446	99.0 238.5 <b>621</b> 25% 5%	126.0 292.5 797	202.5 153.0 346.5 972 25%
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades  ree/Reduced Price Lunch Free lunch Reduced lunch	45.0 130.5 270 25% 5%	72.0 184.5 446	99.0 238.5 <b>621</b> 25% 5%	126.0 292.5 797	202.5 153.0 346.5 972 25%
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades  ree/Reduced Price Lunch Free lunch Reduced lunch Number of Students  nglish Language Learners	45.0 130.5 <b>270</b> 25% 5% 90	72.0 184.5 446 25% 5% 149	99.0 238.5 <b>621</b> 25% 5% 207	126.0 292.5 797 25% 5% 266	202.5 153.0 346.5 972 25% 5% 324
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades  ree/Reduced Price Lunch Free lunch Reduced lunch Number of Students  Percentage of Students - ELL Number of Students	45.0 130.5 270 25% 5% 90	72.0 184.5 446 25% 5% 149	99.0 238.5 <b>621</b> 25% 5% 207	126.0 292.5 797 25% 5% 266	202.5 153.0 346.5 972 25% 5% 324
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades  ree/Reduced Price Lunch Free lunch Reduced lunch Number of Students  Percentage of Students - ELL Number of Students  nduplicated Pupil Count	45.0 130.5 270 25% 5% 90	72.0 184.5 446 25% 5% 149	99.0 238.5 <b>621</b> 25% 5% 207	126.0 292.5 797 25% 5% 266	202.5 153.0 346.5 972 259 59 324
ADA Grades 7-8 ADA Grades 9-12 Overall ADA for all grades  ree/Reduced Price Lunch Free lunch Reduced lunch Number of Students  Percentage of Students - ELL Number of Students	45.0 130.5 270 25% 5% 90	72.0 184.5 446 25% 5% 149	99.0 238.5 <b>621</b> 25% 5% 207	126.0 292.5 797 25% 5% 266	202.5 153.0 346.5 972 259 59 324

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### **Table III: Staffing and Personnel Assumptions**

Table III illustrates the basic staffing and personnel-related assumptions in the financial plan. Since staff salaries and benefits constitute the largest expenditures in the budget, these assumptions are important. The major assumptions include the following:

- o 25 (or fewer) students per teacher
- o A 0.25 FTE school Executive Director, a 0.15 FTE Jr. Deputy Executive Director, and a 1.0 FTE regional Senior Director, and starting in Year 2, a 1.0 FTE Regional Coordinator
- One special education coordinator, incrementally adding two additional resource specialist teachers by Year
   3, and two Literacy Specialists and a Math Specialist starting in Year
- o An 0.25 FTE Office Assistant in Year 1, increasing to 2.0 FTE in Years 2-3 and 3.0 FTE in Years 4-5 and 1.0 FTE Office Manager starting in Year 2.
- Health, welfare, and mandatory benefits are estimated at approximately 24-36 percent of salary levels to enable the school to provide a basic health insurance benefit averaging \$541/month per employee, participate in STRS or Social Security, and provide mandatory benefits and taxes

While modest, the school believes that in the current labor market these assumptions demonstrate that the school can offer a highly competitive compensation package, enabling it to attract and retain a highly qualified administrative, instructional, and support staff.

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Table III: Staffing and Personnel Data

Assumptions

Inspire Charter School - Central

[	}	ear 1		Year 2	1	Year 3		Year 4		lear 5
[	20	016-17	2	017-18	2	018-19	2	2019-20	2	020-21
aff Counts and Ratios										
1000 - Certificated and Instructional										
Student to Teacher Ratio		20.0		19.0		18.0		18.0		18.0
1100 - Teachers		15.0		26.1		38.3		49.2		60.0
1100 - SpEd RSP Teachers		1		1.5		2		2.5		
1100 - Literacy and Math Specialists		0		3		3		3		
1300 - Executive Director		0.25		0.25		0.25		0.25		0.2
1300 - Director of Academic Programs		0.15		0.15		0.15		0.15		0.1:
1300 - Regional Administrator		1		1		1		1		
1300 - Regional Coordinator		0		1		1		1		
Total Certificated FTEs		17.4		33.0		45.7		57.1		68.
Number of Staff Development Days		2		2		2		2		
2000 - Non-Certificated										
2300 - Office Manager		0		1		1		1		
2300 - Office Assistants		0.25		2		2		3		
Total Non-Certificated FTEs		0.25		3		3		4		
Number of Staff Development Days		1		1		1		1		
lary Rate and Benefit Rate Assumptions			_							
1100 - Teachers	\$	50,000	\$	51,500	\$	53,045	\$	54,636	\$	56,275
Average Annual Teacher Day's Absent		5		5		5		5		5
Supplemental Hourly Rate		40	Т	41		42		43		45
Substitute Teacher Per Diem		130		130		130		130		130
Teacher Ratio, Supplemental Hourly		9,750		16,934		24,917		31,958		39,000
Teacher Attendance Rate, Development Days		95%		95%		95%		95%		959
Teacher Per Diem		100		103		106		109		113
1100 - SpEd RSP Teachers	\$	50,000	\$	51,500	\$	53,045	\$	54,636	\$	56,275
1100 - Literacy and Math Specialists	\$	4	\$	55,000	\$	56,650	\$	58,350	\$	60,100
1300 - Executive Director	\$	23,750	\$	24,463	\$	25,196	\$	25,952	\$	26,73
1300 - Director of Academic Programs	\$	8,250	\$	8,498	\$	8,752	\$	9,015	\$	9,28
1300 - Regional Administrator	\$	75,000	\$	95,000	\$	109,000	\$	112,270	\$	115,638
1300 - Regional Coordinator	\$	-	\$	85,000	\$	87,550	\$	90,177	\$	92,882
2300 - Office Manager	\$	40,000	\$	41,200		42,436	\$	43,709	\$	45,020
2300 - Office Assistants	\$	20,000	\$	20,600	\$	21,218	\$	21,855	\$	22,510
2900 - Reserve for Extracurricular	\$	1,000	\$	1,030	\$	1,061	\$	1,093	\$	1,120
3000 - Certificated Retirement, Mandatory Benefits, Health		29.1%	Ť	30.4%	ŕ	32.2%	Ť	34.1%	Ť	35.99
3000 - Non-Certificated Retirement, Mandatory Benefits, Health		24.5%		24.0%		24.0%	_	24.0%		24.0
3000 - Substitute Teacher Taxes and Mandatory Benefits	_	11.5%		11.5%	-	11.5%	_	11.5%	_	11.59

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### Tables IV and V: Revenue Assumptions

Tables IV and V illustrate the major assumptions that underlie the school's estimated revenues. These assumptions are based on figures supplied by the Charter Schools Development Center (whose projections have been, to date, consistently closest to actual), the Department of Finance, the California Department of Education, and other sources. COLA estimates are based on figures estimated by the Department of Finance and, and where no COLA estimates are published, a conservative estimate is used. Some of the major assumptions include the following:

- O State revenue projections begin with a three-step calculation to determine the school's anticipated Local Control Funding Formula (LCFF) transition funding. The first step estimates LCFF target funding for the numbers and types of students projected to be enrolled each year. The second step estimates the base funding level for each year. To estimate the LCFF transition funding the school is projected to receive each year, the third step identifies the gap between the target and the base, finds the percentage of that gap which is anticipated to be funded each year, and then adds the funded portion of the gap to the base funding level. LCFF cost of living adjustment (COLA) rates and gap closure rates are based off of budget projection from July 2015.
- o The plan conservatively excludes funding from the federal Public Charter Schools Grant Program.
- o The plan conservatively excludes a loan through the Charter School Revolving Loan Fund.
- o The plan excludes uncommitted fundraising.

Table IV: Revenue Assumptions
Revenue and Economic Assumptions
Inspire Charter School - Central

Title 5 - Charter Start-Up Grant

		Year 1	Year 2	Year 3	Year 4	Year 5
	Notes	2016-17	2017-18	2018-19	2019-20	2020-21
COLA, state	drives state revenues growth, below	1.60%	2.48%			0.00%
COLA, federal	drives federal revenues growth, below	0.0%	0.0%	0.0%	0.0%	0.0%
COLA, personnel costs	drives personnel costs increase	3.0%	3.0%	3.0%	3.0%	3.0%
GAP Funding Rate		35.55%	35.11%	19.88%	0.00%	0.00%
tate Revenues						
Grades K-3 Base Rate (2020-21 Target)	per ADA	7,196	7,374	7,586	7,586	7,586
Grades 4-6 Base Rate (2020-21 Target)	per ADA	7,304	7,485	7,700	7,700	7,700
Grades 7-8 Base Rate (2020-21 Target)	per ADA	7,521	7,708	7,929	7,929	7,929
Grades 9-12 Base Rate (2020-21 Target)	per ADA	8,715	8,931	9,187	9,187	9,187
Grades K-3 Grade Span Rate (2020-21 Target)	per ADA	748	767	789	789	789
Grades 9-12 Grade Span Rate (2020-21 Target)	per ADA	227	232	239	239	239
School's Supplemental Funding Rate (2020-21 Target)	per ADA average	578	586	600	599	598
School's Concentration Funding Rate (2020-21 Target	per ADA average		(#)			-
Lottery	prior year ADA	164	164	164	164	164
Proposition 39 Facilities program	if applicable	no	no	no	no	по
Special Ed AB 602	per ADA	494.65	494.65	494.65	494.65	494.65
SB 740 Rent re-imbursement program	if >70% free/reduced priced lunch students	not eligible				
ederal Revenues						
	per Free/Reduced price lunch enrollment	200	200	200	200	200
Title I - Compensatory Education	per rice/Reduced price funch enrollment				_	200
Title 2 - Staff Development	15.	8	8	8	8	8
Special Ed IDEA	per ADA		120.00	120.00	120.00	120.00

### Table V: LCFF Revenue Detail

Revenue and Economic Assumptions
Inspire Charter School - Central

PART I - Local Control Funding Formula (LCFF)	Year 1	Year 2	Year 3	Year 4	Year 5
LCFF Target Calculation	2016-17	2017-18	2018-19	2019-20	2020-21
Grades K-3 Base	\$ 388,584	\$ 796,392	\$1,228,932	\$1,638,576	\$2,048,220
Grades 4-6 Base	\$ 295,812	\$ 606,285	\$ 935,550	\$1,247,400	\$ 1,559,250
Grades 7-8 Base	\$ 338,445	\$ 554,976	\$ 784,971	\$ 999,054	\$1,213,137
Grades 9-12 Base	\$1,137,308	\$1,647,770	\$2,191,100	\$2,687,198	\$3,183,296
Grades K-3 Grade Span	\$ 40,413	\$ 82,825	\$ 127,809	\$ 170,412	\$ 213,015
Grades 9-12 Grade Span	\$ 29,570	\$ 42,842	\$ 56,969	\$ 69,867	\$ 82,766
Supplemental Funding	\$ 156,109	\$ 261,176	\$ 372,773	\$ 476,875	\$ 580,978
Concentration Funding	\$ -	\$ -	\$ -	\$ -	\$ :-::
LCFF TARGET	\$2,386,240	\$3,992,266	\$5,698,103	\$7,289,382	\$ 8,880,661

### PART II - LCFF TRANSITION

**Transition Base Funding Calculation** 

700 1100 C					
DOF 2013-14 "Compromise Proposal" Base * cy ADA	\$2,191,860	\$3,616,569	\$ 5,041,278	\$6,465,987	\$7,890,696
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ -	\$ 114,019	\$ 287,003	\$ 462,411	\$ 564,298
TRANSITION BASE FUNDING	\$2,191,860	\$3,730,588	\$5,328,281	\$6,928,398	\$ 8,454,994

### LCFF Transition Funding Calculation

ECT THEISTON THINKS CHICKING					
LCFF TARGET	\$2,386,240	\$3,992,266	\$ 5,698,103	\$7,289,382	\$8,880,661
TRANSITION BASE FUNDING	\$2,191,860	\$3,730,588	\$ 5,328,281	\$6,928,398	\$8,454,994
Difference or GAP	\$ 194,380	\$ 261,678	\$ 369,822	\$ 360,984	\$ 425,666
Multiply difference by GAP Funding Rate	\$ 69,102	\$ 91,875	\$ 73,521	\$ -	\$
LCFF TRANSITION FUNDING	\$2,260,962	\$3,822,463	\$5,401,802	\$6,928,398	\$8,454,994
LCFF TRANSITION FUNDING PER ADA	\$ 8,374	\$ 8,580	\$ 8,699	\$ 8,699	\$ 8,699

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### Tables VI through IX

The data in these tables display the arithmetic results of the projection factors illustrated in the assumptions in Tables II through IV. Specifically, these tables illustrate the following:

- o Table VI displays estimated total revenues, by source, over the five-year projection, including state, federal, lottery, and grant income.
- o Table VII displays estimated expenditures on staffing and personnel, including salaries, benefits, and other costs.
- o Tables VIII and IX display estimated expenditures for supplies, utilities, services/operating costs, and facilities. Notes on specific expenditure items:

The data in Tables VI through IX sum to the totals in Table I, which summarize and display the school's overall fiscal picture.

Table VI: Revenues
State, Federal and Fundraising
Inspire Charter School - Central

	Year 1	Year 2	Year 3	Year 4	Year 5
	2016-17	2017-18	2018-19	2019-20	2020-21
ite Revenues	:======================================				
General Purpose	\$ 2,260,962	\$ 3,822,463	\$ 5,401,802	\$ 6,928,398	\$ 8,454,994
Lottery		117,342	101,844	130,626	159,408
Special Ed AB 602	133,556	220,367	307,178	393,989	480,800
SB 740 Rent re-imbursement program	not eligible	not eligible	not eligible	not eligible	not eligible
	0.0004.510	0 4460 484	0.5.010.004	0.7 452 012	E 0.005 202
Subtotal State Revenues	\$ 2,394,518	\$ 4,160,171	\$ 5,810,824	\$ 7,453,013	\$ 9,095,202
Subtotal State Revenues  deral Revenues	\$ 2,394,518	\$ 4,160,171	\$ 5,810,824	\$ 7,455,015	\$ 9,095,202
deral Revenues Title I - Compensatory Education	\$ 18,000	\$ 29,700	\$ 41,400	\$ 53,100	\$ 64,800
deral Revenues Title I - Compensatory Education Title 2 - Staff Development		\$ 29,700 3,564	\$ 41,400 4,968	\$ 53,100 6,372	\$ 9,095,202 \$ 64,800 7,776
deral Revenues	\$ 18,000	\$ 29,700	\$ 41,400	\$ 53,100	\$ 64,800
deral Revenues Title I - Compensatory Education Title 2 - Staff Development	\$ 18,000 2,160	\$ 29,700 3,564	\$ 41,400 4,968	\$ 53,100 6,372	\$ 64,800 7,776
deral Revenues Title I - Compensatory Education Title 2 - Staff Development Special Ed IDEA	\$ 18,000 2,160	\$ 29,700 3,564 53,460	\$ 41,400 4,968 74,520	\$ 53,100 6,372 95,580	\$ 64,800 7,776 116,640
Jeral Revenues Title I - Compensatory Education Title 2 - Staff Development Special Ed IDEA Title 5 - Charter Start-Up Grant	\$ 18,000 2,160	\$ 29,700 3,564 53,460	\$ 41,400 4,968 74,520	\$ 53,100 6,372 95,580	\$ 64,800 7,776 116,640

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Table VII: Personnel Expenditures

Personnel and Staffing

Inspire Charter School - Central

				Year 2		Year 3		Year 4		
		2016-17		2017-18		2018-19		2019-20		2020-21
100 - Teachers	\$	681,818	\$	1,274,625	\$	2,033,392	\$	2,686,287	\$	3,376,526
100 - Substitute Teachers	1	8,864		16,088		24,917		31,958		39,00
eachers, Staff Development	Т	2,591		4,844		7,727		10,208		12,83
100 - SpEd RSP Teachers		50,000		77,250		106,090		136,591		168,82
100 - Literacy and Math Specialists		5€		165,000		169,950		175,049		180,30
300 - Executive Director		23,750		24,463		25,196		25,952		26,73
300 - Director of Academic Programs		8,250		8,498		8,752		9,015		9,28
300 - Regional Administrator		75,000		95,000		109,000		112,270		115,63
300 - Regional Coordinator	Т			85,000		87,550		90,177		92,88
Certificated Staff Development		3,207		6,520		9,704		12,472		15,39
ubtotal Certificated and Instructional Salaries	S	853,480	S	1,757,286	s	2,582,278	\$	3,289,978	\$	4,037,41
) - Non-Certificated Salaries	] 3	055,400	Ψ.	.,,				, ,		
) - Non-Certificated Salaries		055,400			-					47.00
) - Non-Certificated Salaries 300 - Office Manager	\$		\$	41,200	\$	42,436	\$	43,709	\$	
O - Non-Certificated Salaries 300 - Office Manager 300 - Office Assistants	\$   \$	5,000	\$	41,200 41,200	\$	42,436 42,436	\$	43,709 65,564	\$	67,53
O - Non-Certificated Salaries 300 - Office Manager 300 - Office Assistants 900 - Reserve for Extracurricular	\$ \$ \$	5,000 1,000	\$ \$	41,200 41,200 1,030	\$ \$	42,436 42,436 1,061	\$	43,709 65,564 1,093	\$	45,02 67,53 1,12
O - Non-Certificated Salaries 300 - Office Manager 300 - Office Assistants	\$   \$	5,000	\$	41,200 41,200	\$	42,436 42,436	\$	43,709 65,564	\$	67,53
O - Non-Certificated Salaries 300 - Office Manager 300 - Office Assistants 900 - Reserve for Extracurricular	\$ \$ \$	5,000 1,000	\$ \$	41,200 41,200 1,030	\$ \$	42,436 42,436 1,061	\$	43,709 65,564 1,093	\$	67,53 1,12
O - Non-Certificated Salaries  300 - Office Manager  300 - Office Assistants  900 - Reserve for Extracurricular  Subtotal Non-Certificated Salaries	\$ \$ \$	5,000 1,000 <b>6,000</b>	\$ \$ \$	41,200 41,200 1,030 83,430	\$ \$ \$	42,436 42,436 1,061 <b>85,933</b>	\$ \$ \$	43,709 65,564 1,093 110,365	\$ \$ \$	67,53 1,12 <b>113,6</b> 7
O - Non-Certificated Salaries 300 - Office Manager 300 - Office Assistants 900 - Reserve for Extracurricular Subtotal Non-Certificated Salaries FOTAL ALL SALARIES	\$ \$ \$	5,000 1,000 <b>6,000</b>	\$ \$ \$	41,200 41,200 1,030 83,430	\$ \$ \$	42,436 42,436 1,061 <b>85,933</b>	\$ \$ \$	43,709 65,564 1,093 110,365 3,400,344	\$ \$ \$	67,53 1,13 113,63 4,151,09
O - Non-Certificated Salaries 300 - Office Manager 300 - Office Assistants 900 - Reserve for Extracurricular Subtotal Non-Certificated Salaries  FOTAL ALL SALARIES  O - Retirement and Benefits	\$ \$ \$ \$	5,000 1,000 6,000 859,480	\$ \$ \$	41,200 41,200 1,030 83,430 1,840,716	\$ \$ \$	42,436 42,436 1,061 <b>85,933</b> <b>2,668,211</b>	\$ \$ \$	43,709 65,564 1,093 110,365 3,400,344	\$ \$ \$	67,53 1,12 113,65 4,151,09
O - Non-Certificated Salaries 300 - Office Manager 300 - Office Assistants 900 - Reserve for Extracurricular Subtotal Non-Certificated Salaries  FOTAL ALL SALARIES O - Retirement and Benefits Certificated Retirement & Benefits	\$ \$ \$ \$	5,000 1,000 6,000 859,480	\$ \$ \$	41,200 41,200 1,030 83,430 1,840,716	\$ \$ \$	42,436 42,436 1,061 <b>85,933</b> <b>2,668,211</b>	\$ \$ \$	43,709 65,564 1,093 110,365 3,400,344	\$ \$ \$	67,53 1,13,63 113,63 4,151,09

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Table VIII: Expenditures

Assumptions

Inspire Charter School - Central

	N	Year 1	Year 2	Year 3	Year 4	Year 5
4000 P 1 1G 1	Notes	2016-17	2017-18	2018-19	2019-20	2020-21
4000 - Books and Supplies		S -	s -	\$ 100	\$ 100	<b>\$</b> 100
4100 - Replacement Textbooks	replacement per Yrl student	\$ 20	\$ -	\$ 100 21	\$ 100	23
4200 - Instructional Books Other Than Textbooks	per Enrolled Student					
4300 - Instructional Materials and Supplies	per Enrolled Student	20	21	21	22	23
4400 - Noncapitalized equipment	per Enrolled Student	10	10	11	11	11
4500 - Other Supplies	per Enrolled Student	5	5	5	5	6
4500 - Postage and Shipping	per Enrolled Student	3	3	3	3	3
4500 - Meeting Support, Food	per Enrolled Student	1	I	1	1	I
4500 - Meeting Support, Printing	per Enrolled Student	1	1	1	1	1
5000 - Utilities						
5500 - Electricity	Included in lease	3,667	5,960	7,520	9,080	10,640
5500 - Gas / Propane	Included in lease	2,000	3,180	3,960	4,740	5,520
5500 - Water	Estimated annual	1,833	2,980	3,760	4,540	5,320
5500 - Telephone and Internet	Estimated annual	4,083	6,460	8,020	9,580	11,140
5000 0						
5000 - Operating 5200 - Travel and Conferences	Estimated annual	1,500	1,541	1,588	1,641	1,695
5300 - Dues and Memberships	Estimated annual	2,100	3,465	4,830	6,195	7,560
5400 - Insurance	Estimated annual	12,000	14,173	16,804	19,094	21,697
			5,905			9,881
5500 - Office Cleaning Service	Estimated annual	5,000		7,002	8,318 14,275	
5600 - Copier and Office Equipment Lease	Estimated annual	5,500	8,425	11,350		17,200
5800 - Printing and Reproduction	Estimated annual	1,200	1,232	1,271	1,313	1,356
5800 - Staff Training and Development	per Teacher	100	200	300	300	300
5800 - Student Testing and Assessment	per Enrolled Student	15	15	16	16	17
5800 - Instructional Services	per Enrolled Student	500	750	1,000	1,400	1,400
5800 - Student Data Software	Estimated annual	11,500	14,425	17,350	20,275	23,200
5800 - Technology	Annual, for ongoing updates	8,000	9,950	11,900	13,850	15,800
5000 - Professional Service	4					
5100 - Advertising	Estimated annual	5,000	5,000	5,000	5,000	5,000
5100 - Legal	Estimated annual	5,000	2,000	3,000	4,000	5,000
5100 - Audit	Estimated annual	10,000	11,950	13,900	15,850	17,800
SPED encroachment / reserve	per Enrolled Student	350	350	350	350	350
Factoring Transaction Fees	% of Receivables Sold	8%	8%	8%	8%	8%
District Oversight Charge	% of General Purpose and Cat. Block	3.0%	3.0%	3.0%	3.0%	3.0%
5100 - Business services	% of all Revenue	\$79,000	\$114,100	\$149,200	\$184,300	\$219,400
5000 - Facilities						
5600 - Rent	Estimated annual	\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004
5600 - Repairs and Equipment Replacement	Estimated annual	800	1,200	1,725	2,285	2,880
5800 - Repairs and Equipment Replacement 5800 - Security Services	Estimated annual	800	1,200	1,600	2,263	2,400
JOOO - BOOMING BOLVIOUS	Louising annual	000	1,200	1,000	2,000	۷,40

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**Table IX: Operating Expenditures**Supplies, Utilities, Operating, Service and Facilities

Inspire Charter School - Central

		Year 1		Year 2		Year 3		Year 4		Year 5
		2016-17		2017-18		2018-19		2019-20		2020-21
1000 - Books and Supplies										
4100 - Replacement Textbooks	\$	9 <del>5</del>	\$		\$	69,000	\$	30,000	\$	49,500
4200 - Instructional Books Other Than Textbooks		6,000		10,167		14,612		19,360		24,405
4300 - Instructional Materials and Supplies		6,000		10,167		14,612		19,360		24,405
4400 - Noncapitalized equipment		3,000		5,084		7,306		9,680		12,203
4500 - Other Supplies		1,500		2,542		3,653		4,840		6,101
4500 - Postage and Shipping		750		1,271		1,826		2,420		3,051
Subtotal, Books and Supplies	\$	17,250	\$	29,231	\$	111,009	\$	85,660	\$	119,665
5000 - Utilities										
5500 - Electricity	\$	3,667	\$	5,960	\$	7,520	\$	9,080	\$	10,640
5500 - Gas / Propane	$\vdash$	2,000		3,180		3,960		4,740		5,520
5500 - Water	$\vdash$	1,833		2,980		3,760		4,540		5,320
5500 - Telephone and Internet	T	4,083		6,460		8,020		9,580		11,140
Subtotal, Utilities	\$	11,583	\$	18,580	\$	23,260	\$	27,940	\$	32,620
5000 - Operating										
5200 - Travel and Conferences	I s	1,500	\$	1,541	\$	1,588	\$	1,641	\$	1,695
5300 - Dues and Memberships	ΙΨ	2,100	Ψ	3,465	۳	4,830	Ψ	6,195	Ψ_	7,560
5400 - Insurance	<del>                                     </del>	12,000	_	14,173	$\vdash$	16,804	_	19,094		21,697
5500 - Office Cleaning Service	$\vdash$	5,000	_	5,905	_	7,002	_	8,318		9,881
5600 - Copier and Office Equipment Lease	┿	5,500	_	8,425	-	11,350	_	14,275		17,200
5800 - Printing and Reproduction	$\vdash$	1,200		1,232	_	1,271	_	1,313	_	1,356
5800 - Staff Training and Development	+	1,364		4,950		11,500		14,750		18,000
5800 - Student Testing and Assessment	$\vdash$	4,500	-	7,625	_	10,959	-	14,520		18,304
5800 - Instructional Services	$\vdash$	150,000	-	371,250	-	690,000		1,239,000		1,512,000
5800 - Student Data Software	$\vdash$	11,500		14,425		17,350	_	20,275		23,200
5800 - Technology	$\vdash$	8,000	_	9,950		11,900	-	13,850		15,800
	\$		s	442,941	6		\$		s	1,646,692
Subtotal, Operating	1 2	202,664	] 3	442,941	\$	784,553	3	1,353,230	3	1,040,092
5000 - Professional Service										
5100 - Advertising	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000
5100 - Legal		5,000		2,000		3,000		4,000		5,000
5100 - Audit		10,000		11,950		13,900		15,850		17,800
SPED encroachment / reserve		105,000		173,250		241,500		309,750		378,000
Factoring Transaction Fees		9,600				*		:÷:		
District Oversight Charge		67,829		114,674		162,054		207,852		253,650
5100 - Business services		79,000		114,100		149,200		184,300		219,400
Subtotal, Services	\$	281,429	\$	420,974	\$	574,654	\$	726,752	\$	878,850
5000 - Facilities										
5600 - Rent	\$	8,000	\$	8,240	\$	8,487	\$	8,742	\$	9,004
5600 - Repairs and Equipment Replacement		800		1,200		1,725		2,285		2,880
5800 - Security Services		800		1,200		1,600		2,000		2,400
Subtotal, Facilities	\$	9,600	\$	10,640	\$	11,812	\$	13,027	\$	14,285
TOTAL OPERATING EXPENDITURES	\$	522,526	\$	922,366	\$	1,505,288	S	2,206,608	\$	2,692,111

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# Table X: Start-Up and Expansion Expenses

complement of texts, instructional materials, furnishings, equipment, and technology. Note that ongoing expenditures are identified in Tables IX and X. For example, the initial complement of "one-time" textbooks and other instructional materials are indicated below, whereas consumable materials and Table X displays some of the "one-time" start-up and expansion expenses anticipate by the school, primarily focused on purchasing the initial supplies to be replenished each year are identified in Tables IX and X.

# Table X: Startup and Expansion Expenses

Inspire Charter School - Central

Summer before each school year

		Summer	Summer	Summer	Summer	Summer
	Notes	Year 1	Year 2	Year 3	Year 4	Year 5
Organization Structure Expenditures						
Administrative stipends	Executive Director and Office Manager - April 1 start	16,135	*	•	*	*
Curricular stipends - all teachers	Summer planning - Year 1: two weeks, all teachers; Years 2-5: one week, new teachers	36,670	16,106	20,906	18,238	19,546
Instructional consulting	Professional development for instructional staff	5,000	5,000	5,000	5,000	5,000
Noninstructional consulting	Financial, operational, governance	5,000	•0	٠	•	ř.
Facilities upgrades	Aestehetic and other modifications	5,000		246	×	(C)
Subtotal		67,805	21,106	25,906	23,238	24,546

Asset Purchases						
Furniture	\$50 per new enrollment	15,000	9,750	9,750	9,750	9,750
Technology	Copiers, printers, computers at \$30K per year; 1:1 student computers at \$700, replaced every two year	240,000	166,500	376,500	303,000	513,000
Textbooks and core curriculum materials \$325 per new enrollment	s \$325 per new enrollment	97,500	63,375	63,375	63,375	63,375
Classroom furnishings	Non-furniture items such as whiteboards, clocks, etc. @ \$1000/classroom	4,000	2,000	2,000	2,000	2,000
Office furnishings and supplies		2,000	2,000	2,000	2,000	2,000
Miscellaneous supplies		2,000	1,000	1,000	1,000	1,000
Subtotal		\$ 360,500	\$ 244,625	\$ 360,500   \$ 244,625   \$ 454,625   \$ 381,125	\$ 381,125	591,125

\$ 428,305 | \$ 265,731 | \$ 480,531 | \$ 404,363

Total

## Tables XI-XIII: Cash Flow

Though Table I illustrates that the school can be a viable, "going concern" from an annual budgetary perspective, it is also important to ensure that the school is able to meet its cash flow requirements. Tables XI-XIII illustrate that the school can maintain a positive cash flow position. Monthly cash flow amounts reflect when cash is received and spent, not when it is accrued.

The projection uses differentiated cash flow schedules as applicable to revenues generated by new ADA, ADA from new grade levels, and ADA from expanded grade levels.

delayed. The cost for these transactions is estimated at 10%, based on estimates reflecting the estimated transaction cost provided by leading providers of The plan anticipates that the school will secure cash flow financing through a private organization specializing in charter school financing in the amount of \$120,000 prior to the start of the 2016-17 fiscal year and \$100,000 during the 2017-18 school year, when funding for expanded enrollment will be charter school financing.

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Table XI: Cash Flow for Year 1
Monthly
Summary
2016-17

A 10-1/	Annual Amount	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Accrual	Total	Te e
	2016-17	July	August	September	October	November	December	January	February	March	April	May	June	Months		
REVENUES	- 2															
State Revenues	\$ 2,394,518	69	\$ 10,773	\$ 582,530	\$ 155,674	\$ 14,364	\$ 287,275	\$ 289,229	\$ 150,819	\$ 161,592	\$ 290,334	\$ 149,024	\$ 149,024	\$ 153,878	\$ 2,39	2,394,518
Federal Revenues	20,160		5	*	.0	8,064	i.		•	8,064		4,032	50	•	S 2(	20,160
Loans and Fundraising	120,000	120,000	•	(*)	*		G G	•	W.	×	€	×		×	\$ 120	120,000
TOTAL REVENUES	\$ 2,534,678	\$ 120,000	S 10,773	\$ 582,530	S 155,674	\$ 22,428	\$ 287,275	\$ 289,229	\$ 150,819	\$ 169,656	\$ 290,334	S 153,056	\$ 149,024	\$ 153,878	છ	2,534,678
		5%	%0	23%	%9	%1	%11	11%	9%9	%4	11%	%9	%9	%9		94%
Prior Year Accounts Receivable	*	*	•	9.	(*)		•	•	*		. ₹	87	*	20	S	×
EXPENDITURES						44										ĺ
1000 - Certificated and Instructional Salaries	s \$ 853,480	\$ 8,917	\$ 8,917	\$ 83,565	\$ 83,565	\$ 83,565	\$ 83,565	\$ 83,565	\$ 83,565	\$ 83,565	\$ 83,565	\$ 83,565	\$ 83,565	69	\$ 85.	853,480
2000 - Non-Certificated Salaries	0000'9	\$ 417	\$ 417	\$ 528	\$ 528	\$ 528	\$ 528	\$ 528	\$ 528	\$ 528	\$ 528	\$ 528	\$ 417	65	S	000'9
3000 - Retirement and Benefits	246,162	\$ 2,548	\$ 2,548	\$ 24,107	\$ 24,107	\$ 24,107	\$ 24,107	\$ 24,107	\$ 24,107	\$ 24,107	\$ 24,107	\$ 24,107	\$ 24,004	69	\$ 24	246,060
4000 - Books and Supplies	17,250	69	69	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	\$ 1,725	69	S I	17,250
5000 - Utilities	11,583	69	69	\$ 1,158	\$ 1,158	\$ 1,158	\$ 1,158	\$ 1,158	\$ 1,158	\$ 1,158	\$ 1,158	\$ 1,158	\$ 1,158	69	S	11,583
5000 - Operating	202,664	•	69	\$ 20,266	\$ 20,266	\$ 20,266	\$ 20,266	\$ 20,266	\$ 20,266	\$ 20,266	\$ 20,266	\$ 20,266	\$ 20,266	69	\$ 200	202,664
5000 - Professional Service	281,429	\$	- 8	\$ 27,143	\$ 27,143	\$ 27,143	\$ 27,143	\$ 27,143	\$ 27,143	\$ 27,143	\$ 27,143	\$ 27,143	\$ 27,143	\$ 10,000	\$ 28	281,429
5000 - Facilities	\$ 009'6	69	\$ 873	\$ 873	\$ 873	\$ 873	\$ 873	\$ 873	\$ 873	\$ 873	\$ 873	\$ 873	\$ 873	: 69	89	009,6
Startup and Expansion Expenses	428,305	\$ 42,830	\$ 42,830	\$ 214,152	\$ 42,830	69	64	\$ 85,661	\$	- 3	69	69	69	59	\$ 428	428,305
Cash Flow Repayment	120,000	. 8	69	69	- 69		69	\$ 120,000	\$	\$	-89	- \$			S 120	120,000
TOTAL EXPENDITURES	\$ 2,176,472	\$ 54,712	S 55,585	\$ 373,517	S 202,195	\$ 159,364	\$ 159,364	\$ 365,025	\$ 159,364	\$ 159,364	\$ 159,364	\$ 159,364	151,651 8	\$ 10,000	\$ 2,17	2,176,370
		3%	3%	17%	%6	7%	7%	17%	7%	1%	1%	1%	7%	%0		100%
Prior Year Accounts Receivable		•		•							•	-	-		64	[
				ă.												]
MONTHLY SURPLUS / (DEFICIT)	\$ 358,205 \$	\$ 65,288 \$	S (44,812) S	\$ 209,013	\$ (46,521	S (136,936)	(46,521) \$ (136,936) \$ 127,911	s (75,796) s	S (8,545) S	\$ 10,292	\$ 130,970	s (6,308) S	S (10,127) S	\$ 143,878	S	358,308
		ı		1	1				1			ı				

 65,288
 5
 20,476
 8
 229,490
 8
 146,032
 8
 113,943
 8
 98,147
 8
 89,603
 8
 99,895
 8
 224,556
 8
 214,429

 119%
 37%
 61%
 90%
 29%
 109%
 27%
 56%
 63%
 145%
 141%
 1135%

MONTHLY FUND BALANCE

BALANCE AS A % OF MONTHLY EXPENDITURES

Table XII: Cash Flow for Year 2
Monthly
Summary
2017-18

201/-18															
	Annual Amount	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Accrual	Total
	2017-18	July	August	September	October	November	December	January	February	March	April	May	June	Months	
REVENUES										- 1		- 1	- 1	- 1	
State Revenues	\$ 4,160,171 \$	\$ 88,971 \$	S 101,248 S	8 \$ 434,405	\$ 324,677	\$ 176,518	\$ 205,853	\$ 324,677	\$ 364,411	\$ 417,895	\$ 651,810	\$ 360,386	\$ 389,722	\$ 319,598	S 4,160,171
Federal Revenues	86,724	*				34,690	(*)	31		34,690	9.	17,345	2.00	•	\$ 86,724
Loans and Fundraising	100,000	134	35	,	**	100,000				ıtı	ż	Ĭ	*	*	\$ 100,000
TOTAL REVENUES	\$ 4,346,895	\$ 88,971	1 \$ 101,248	8 S 434,405	\$ 324,677	\$ 311,207	\$ 205,853	\$ 324,677	\$ 364,411	\$ 452,585	\$ 651,810	\$ 377,731	\$ 389,722	8 319,598	\$ 4,346,895
- 12		2%		2% 10%	0,47	9 1%	9%5	7%	9%6	10%	15%	%6	%6	7%	93%
							X								
Prior Year Accounts Receivable	153,878	153,878				•	,				•	ě.	,	_	
EXPENDITURES															
1000 - Certificated and Instructional Salaries	es \$ 1.757.286	\$ 17,747	7 \$ 17,747	7 \$ 172,179	\$ 172,179	\$ 172,179	\$ 172,179	\$ 172,179	\$ 172,179	\$ 172,179	\$ 172,179	\$ 172,179	\$ 172,179	69	\$ 1,757,286
2000 - Non-Certificated Salaries		69	S	67	186'9 \$	\$ 6,981	\$ 6,981	\$ 6,981	186'9 \$	\$ 6,981	186'9 \$	\$ 6,981	\$ 6,867	69	\$ 83,430
3000 - Retirement and Benefits	547,768	\$ 5,313	3 \$ 5,313	3 \$ 53,714	\$ 53,714	\$ 53,714	. \$ 53,714	\$ 53,714	\$ 53,714	\$ 53,714	\$ 53,714	\$ 53,714	\$ 53,714	69	\$ 547,768
4000 - Books and Supplies	29,231	\$ 318	co.	8 \$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	\$ 2,860	69	S 29,231
5000 - Utilities	18,580	69	69	\$ 1,858	\$ 1,858	\$ 1,858	\$ 1,858	\$ 1,858	\$ 1,858	\$ 1,858	\$ 1,858	\$ 1,858	\$ 1,858	69	\$ 18,580
5000 - Operating	442,941	\$ 2,300	3 \$ 2,300	0 \$ 43.834	\$ 43,834	\$ 43,834	\$ 43,834	\$ 43,834	\$ 43,834	\$ 43,834	\$ 43,834	\$ 43,834	\$ 43,834	69	\$ 442,941
5000 - Professional Service	420,974	\$ 34,085	5 \$ 34,085	5 \$ 34,085	\$ 34,085	\$ 34,085	\$ 34,085	\$ 34,085	\$ 34,085	\$ 34,085	\$ 34,085	\$ 34,085	\$ 34,085	\$ 11,950	S 420,974
5000 - Facilities	10,640	788	7 \$ 887	7 \$ 887	\$ 887	\$ 887	\$ 887	\$ 887	\$ 887	\$ 887	\$ 887	\$ 887	\$ 887	• \$	\$ 10,640
Startup and Expansion Expenses	265,731	69	69	\$ 265,731	9	69	69	69	· ·	69	69	69	69	69	\$ 265,731
Revolving Loan and cash flow repayment	38	3	•	*			.5	ı.		100,000	10	Y	Ŷ	69	S 100,000
TOTAL EXPENDITURES	\$ 3,576,581	\$ 67,516	5 \$ 67,516	6 \$ 582,129	\$ 316,398	8 316,398	\$ 316,398	\$ 316,398	866,316 8	\$ 416,398	\$ 316,398	8 316,398	\$ 316,284	\$ 11,950	\$ 3,676,581
		2.	2% 2	2% 16%	%6	%6 %	%6 9	%6	9%6	12%	%6	%6	9%6	%0	102%
Prior Year Accounts Payable	10,000						10,000	٠		ě	£	•		_	
MONTHLY SURPLUS / (DEFICIT)	\$ 914,193	\$ 175,333	3 8 33,732	(321,725)	8 8,279	s (161'5) s	(120,545)	8 8,279	\$ 48,013	\$ 36,187	\$ 335,412	\$ 61,333	\$ 73,438	\$ 307,648	\$ 670,314
FUND BALANCE WITHIN YEAR		S 175,333	3 \$ 209,065	5 \$ 61,341	8 69,619	\$ 64,429	(56,116)	\$ (47,837)	\$ 175	\$ 36,3	\$ 371,774	\$ 433,107	S 50		
BALANCE AS A % OF MONTHLY EXPENDITURES	PENDITURES	260%	310%	% 11%	6 22%	<b>6</b> 20%	-18%	-15%	%0	%6	118%	137%	160%	_	
Carry-forward from previous year: 5	r: S 214,429														
PROJECTED BANK BALANCE	1	\$ 389,763 \$	3 \$ 423,495 \$	S S 275,770 S	S 284,049 S	\$ 278,858 \$	S 158,313 S	\$ 166,592	166,592 \$ 214,605 \$	\$ 250,791 \$	\$ 586,204 \$	S 647,536 S	\$ 720,974	_	
			L	l											

Table XIII: Cash Flow for Year 3
Monthly
Summary
2018-19

	Accrual 10tal	Months July-June	/45-7	485,698 \$ 413,705 \$ 5,810,824	0 S 120,888	S	485,698 \$ 413,705 \$ 5,931,712	7% 93%
_	_	June Mo		35,698 \$ 4	69	69	85,698 \$ 41	%8
	Wonth 8 Worth 9 Month 10 Wonth 11 Month 12			460,237 \$ 4	24,178	•	ш	8%
100	IU MONTO	May		.73 \$ 460	24		173 S 484	14%
	Month	April		7 \$ 837,4			2 837,4	1 0%
	Month	March		7 \$ 522,16	48,355	(0)	7 \$ 570,52	8% 10
0 0	Month 8	February		\$ 465,447	٠	9	\$ 465,44	
	Month /	January		\$ 534,641	3K	•	\$ 316,130 S 534,641 S 465,447 S 570,522 S 837,473 S 484,414 S	1%6
	Month 6	December		\$ 316,130		ï	\$ 316,130	2%
	Month 4 Month 5 Month 6 Month /	November		; 534,641 \$ 290,669 \$ 316,130 \$ 534,641 \$ 465,447 \$ 522,167 <b>\$</b> 837,473 <b>\$</b>	48,355	o.	36,786 \$ 534,641 \$ 339,024	%9
	Month 4	October		\$ 534,641			\$ 534,641	%6
	Month 3	September		3 636,786 S	Œ.		636,786	11%
0 11	Month 2	August		\$ 166,724 \$	*	٠	\$ 166,724 \$	3%
Г	=	July		3 146,508	ř	*	5,931,712 \$ 146,508 \$ 166,724	2%
	Annual Amount   Month I	2018-19	ı	\$ 5,810,824	120,888	*	\$ 5,931,712	
67-0107			REVENUES	State Revenues	Federal Revenues	Loans and Fundraising	TOTAL REVENUES	

### EXPENDITURES

319,598

Prior Year Accounts Receivable

000 - Certificated and Instructional Salaries \$ 2,582,278	\$ 2,582,278	\$ 19,208	S	19,208 \$	254,386 \$	254,386	\$ 254,386 \$	254,386	\$ 254,386	\$ 254,386	\$ 254,386	\$ 254,386	\$ 254,386	\$ 254	254,386 \$		\$ 2,582,278
2000 - Non-Certificated Salaries	85,933	7,073	3	7,073	161,7	7,191	7,191	7,191	7,191	7,191	7,191	7,191	7,191	7	7,073 \$		\$ 85,933
3000 - Retirement and Benefits	842,386	6,093		6,093	83,020	83,020	83,020	83,020	83,020	83,020	83,020	83,020	83,020	83	83,020 \$	2	\$ 842,386
000 - Books and Supplies	111,009	457	7	457	010,11	11,010	11,010	11,010	11,010	11,010	11,010	11,010	11,010	11	1,010 \$		S 111,009
	23,260	•		,	2,326	2,326	2,326	2,326	2,326	2,326	2,326	2,326	2,326	2	2,326 \$	·	S 23,260
	784,553	2,881		2,881	618,77	628,77	77,879	77,879	618,77	77,879	77,879	77,879	77,879	77	\$ 618,17		S 784,553
5000 - Professional Service	574,654	46,730		46,730	46,730	46,730	46,730	46,730	46,730	46,730	46,730	46,730	46,730	46	46,730 \$	13,900	S 574,654
	11,812	984	4	984	984	984	984	984	984	984	984	984	984		984 \$		\$ 11,812
tartup and Expansion Expenses	480,531	**		8	480,531	•	E	i.		27	e	80.	٠		69	,	S 480,53
Revolving Loan and cash flow repayment	(4)	72			1	×	×	00	•	*	90	*	•		69	٠	S
TOTAL EXPENDITURES	\$ 5,496,415	\$ 83,425	s	83,425 S	964,056 S	483,525	\$ 483,525	\$ 483,525	\$ 483,525	S 483,525	\$ 483,525	\$ 483,525	\$ 483,525	\$ 483	483,407 \$	13,900	S 5,496,415
		2.5	2%	2%	18%	%6	%6	%6	%6	%6	%6	%6	%6		%6	%0	100%
			2				6. 9								8 9	ic.	
Prior Year Accounts Payable	11,950	4		•	2	•	٠	11,950	*	*	٠		ů.				

FUND BALANCE WITHIN YEAR
BALANCE AS A % OF MONTHLY EXPENDITURES

MONTHLY SURPLUS / (DEFICIT)

 S
 382,680
 S
 465,979
 S
 189,708
 S
 189,884
 S
 459,889
 S
 139,959
 S
 340,848
 <th

742,944 | 5 382,680 | 8 83,299 | 8 (327,270) | 5 1115 | 8 (144,501) | 8 (179,445) | 8 51,115 | 8 (18,079) | 8 86,997 | 8 382,947 | 8

2,290 S 399,805 S 435,296

889 | \$

343,139

Table XIV: Benefit Expense Detail

Inspire Charter School - Central

Notes Assumed overall average salary (based on teacher average)

 Year 1
 Year 2
 Year 3
 Year 4
 Year 5

 2016-17
 2017-18
 2018-19
 2019-20
 2020-21

 50,000
 51,500
 53,045
 54,636
 56,275

6.2% 1.5% 0.9% 2.0% 0.42% 0.012% 10.99%

6,2% 1.5% 0.9% 2,0% 0.44%

11.00%

	Assumed overall average salary (based on teacher average)	20,000	51,500	53,045	
Mandatory Benefits					
Social Security	6.2% of salary	6.2%	6.2%	6.2%	
Medicare	1,45% of salary	1.5%	1.5%	1.5%	
State Disability Insurance 9% of salary	,9% of salary	%6.0	%6'0	%6.0	
Workers' Compensation	Portion of salary	2.5%	2.0%	2.0%	
Unemployment Insurance 3.4% of first \$7,000	3.4% of first \$7,000 of salary	0.48%	0.46%	0.45%	
Employment Training Tax 11% of first \$7,000	.1% of first \$7,000 of salary	0.014%	0,014%	0.013%	
Subtotal		11.54%	11.03%	11.01%	nr II

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Health	\$542 per employee per month - mix of spouse and spouse plus family covered, assumed mix of ages, HMO option	13.01%	13.01%	13.01%	13.01%	13.01%
Retirement, certificated	STRS contribution, then no Social Security	10.73%	12.58%	14.43%	16.28%	18.13%

Total, certificated	29.08%	30.41%	32.25%	34.09%	35.92%
Total classified	24.55%	24.03%	24.02%	24.01%	23.99%