



Winship-Robbins Elementary School  
District  
17451 Pepper Street/P.O. Box 237  
Robbins, California 95676  
(530) 738-4386  
Dawn Carl  
Superintendent/Principal  
[DawnC@sutter.k12.ca.us](mailto:DawnC@sutter.k12.ca.us)

August 21, 2019

Dr. Herbert Nichols  
Inspire Charter Schools, Inc.  
1740 Huntington Dr., #205  
Duarte, CA 91010

Dr. Herbert Nichols  
Suzanne Nunnink  
Inspire Charter School – North, Inc.  
1740 Huntington Dr., #205  
Duarte, CA 91010

Julie Haycock  
Jenell Sherman  
Inspire Charter School – North  
1740 Huntington Dr., #205  
Duarte, CA 91010

Re: Notice of Concern Regarding Inspire Charter School – North

Dear Dr. Nichols, Ms. Haycock, Ms. Sherman, and Ms. Nunnink:

This letter serves as a notice of concern from the Winship-Robbins Elementary School District (“District”) to Inspire Charter School – North<sup>1</sup> (“Charter School”), operated by Inspire Charter Schools, Inc., a non-profit public benefit corporation<sup>2</sup> (“CMO”). As set forth below, the District is concerned that the Charter School and CMO may be operating in violation of the terms of the charter, in violation of the parties’ operational memorandum of understanding, and/or in violation of the law. This letter details these concerns, and requests additional information from the Charter School and CMO. If these concerns are not cured, the Charter School and/or CMO’s non-compliance may result in the District commencing revocation proceedings under Education Code section 47607.

1. Background

---

<sup>1</sup> The District understands that Inspire Charter School-North now calls itself “Feather River Charter School,” and has requested to change its name to same in the California Department of Education’s (“CDE”) County-District-School (“CDS”) database. The District has not approved such a name change, nor has Inspire Charter School-North requested a material revision to change its name.

<sup>2</sup> The Charter School has represented that is now operated by Inspire Charter Schools – North, Inc. However, the nonprofit organization set forth in its charter petition—Inspire Charter Schools, Inc.—is the only nonprofit organization the District has authorized to govern the Charter School.

The District approved the Charter School's petition for the establishment of a charter school ("Petition") on February 10, 2016, for a term of five years, from July 1, 2016 to June 30, 2021. Pursuant to the Petition, the Charter School is operated by Inspire Charter Schools, Inc., and is a nonclassroom-based charter school with zero resource centers and one administrative office, located at an undefined location within District attendance boundaries. On or about July 1, 2016, the District, the Charter School, and Inspire Charter Schools, Inc. entered into an operational memorandum of understanding ("MOU") governing the parties' relationship ("2016 MOU"). Upon the expiration of the 2016 MOU in June 2019, the District, the Charter School, and Inspire Charter Schools—North, Inc. entered into a new MOU dated July 1, 2019 ("2019 MOU"). The MOUs outline the parties' agreement governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise resolved in the terms of the charter.

2. Changes to Charter School Name and Governance Structure Without Authorizer Approval or Material Revision

Once a charter petition has been approved, a charter school must seek a material revision from its authorizer, in accordance with the Charter Schools Act (the "Act"; Ed. Code, § 47600 et seq.) before making any changes material to the terms of its charter. (See *Today's Fresh Start Charter School v. Inglewood Unified School Dist.* (2018) 20 Cal.App.5th 276, 279; Ed. Code, §§ 47605, subd. (a)(4), 47607.) Material revision is the only mechanism enabling amendments and/or changes to a charter petition after it has been approved by a school district authorizer and before it is due for renewal. (Ed. Code, § 47607.) The District understands that the Charter School and/or CMO have made several material changes, including to the Charter School's name and governance structure, without requesting approval from the District or seeking a material revision to the terms of the Petition.

a. Charter School Name Change

On or about July 25, 2019, the District received an email from the CDE, indicating the CDE received a request from Inspire Charter School – North to change its name to Feather River Charter School. From this email, and at least one conversation with Dr. Herbert "Nick" Nichols, the District understands that the Charter School has attempted to change its name from Inspire Charter School – North, the name approved in its Petition, to Feather River Charter School. An internet search further reveals that the Charter School's web address, [www.inspire-north.org](http://www.inspire-north.org), now redirects users to a new web address, [www.featherrivercharter.org](http://www.featherrivercharter.org), for a school named Feather River Charter School. The District has not approved this name change, nor has the Charter School requested a material revision to its Petition seeking the same.

As explained above, once a charter petition is initially approved, a charter school must seek approval of its authorizer, through the material revision process, before making any changes material to the terms of the charter. In addition, the Charter School and CMO are also bound by the terms of the 2016 and 2019 MOUs, which require that the District approve, in writing, any name change. Specifically, the 2016 MOU, Section 3, "Designation of Schools; Learning

Dr. Herbert Nichols  
Julie Haycock  
Suzanne Nunnink  
Jenell Sherman  
August 21, 2019  
Page 3

Centers,” states that the Charter School’s name is “Inspire Charter School – North.” The 2016 MOU further states that the Charter School “may not change its name, nor operate under any other name, without the prior express written approval of the District.” The 2019 MOU, Section 3, “Designation of Schools; Grade Levels,” also states that the Charter School “shall be known as Inspire Charter School – North” and “may not change its name, nor operate under any other name, without the prior express written approval of the District.” The parties have expressly considered this issue and agreed that a “material” change includes any name change to the Charter School. (2019 MOU, Section 17, subd. (g), “Amendments to Charter.”)

The Charter School appears to have circumvented the appropriate processes and only notified the District of its name change after the fact. Any change to the Charter School’s name, without District approval or a material revision to the Petition, fails to comply with the Act and the 2016 and 2019 MOUs, and is neither effective nor official until and unless a material revision is approved by the District. As such, the District directs the Charter School, no later than **September 16, 2019**, to submit a request for a material revision to change the Charter School’s name, which the District will consider in accordance with Education Code section 47607.

b. Governance Structure Reorganization

Element Four of the Petition, “Governance Structure,” provides that the Charter School will be operated by Inspire Charter Schools, Inc., a nonprofit public benefit corporation. (Petition. p. 57.) Element Four also states that the Inspire Charter Schools, Inc. Board of Directors will govern the Charter School in accordance with its adopted corporate bylaws. (*Id.*)

The Charter School represents it is now operated by a separate nonprofit public benefit corporation, entitled Inspire Charter School – North, Inc., contrary to the terms of its Petition. According to the Secretary of State’s website, Inspire Charter School – North, Inc. was first incorporated in 2017, and its purpose is to operate one or more California public charter schools. To the extent Inspire Charter School – North, Inc. is now operating the Charter School, this is a significant revision to the governance structure approved by the District, and requires a material revision to the Petition pursuant to Education Code section 47607. Moreover, to the extent there is any ambiguity whether amendments to the governance of the Charter School are subject to the material revision requirements of the Act, the parties have expressly considered this issue and included in the 2019 MOU that a “material” change includes amendments to the governance structure. (2019 MOU, Section 17, subd. (g), “Amendments to Charter.”)

The District directs the Charter School, no later than **September 16, 2019**, to submit a request for a material revision regarding the Charter School’s governance structure. The District will review the request consistent with Education 47607, which requires a public hearing and board approval prior to any change to the governance structure set forth in the Petition.

3. Operation at Unauthorized and/or Improperly Located Facilit(ies)



The District understands the Charter School may be operating at one or more unauthorized locations, contrary to the Petition, 2019 MOU, and the Act. The Petition states that the Charter School will locate one administrative office within the District attendance boundaries, but does not identify any additional school sites, resource centers, or other facilities of any kind at which the Charter School will provide services to its students. (Petition, p. 97.)

While a charter school is not prevented from adding one or more additional locations, “*after* receiving approval of its petition, a charter school that proposes to establish operations at one or more additional sites *shall request a material revision* to its charter and shall notify the authority that granted its charter of those additional locations.” (Ed. Code, § 47605, subd. (a)(4), emphasis added.) To the extent the Charter School is operating at locations not identified in its Petition, it has failed to request a material amendment authorizing it to do so. As such, *any* facilities at which the Charter School provides any type of services to its students not expressly listed in the Petition are unauthorized.

Material revision requirements notwithstanding, as set forth below, the District further understands the Charter School may be providing services to students at locations that do not comply with the geographic and site limitations of the Act. Every facility at which a charter school operates must comply with the geographic location requirements of the Act, which apply uniformly to classroom-based and nonclassroom-based programs alike. (See *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262, “*Anderson*”).

i. *Inspire Learning Academy*

On or about July 19, 2019, the District received correspondence from the Placer County Office of Education (“PCOE”), informing the District that PCOE understands the Charter School is providing education services to its students through Inspire Learning Academy, located at 202 Dairy Road, Auburn, California (“Dairy Road”), within the geographic boundaries of Placer County. On or about July 29, 2019, the District received correspondence from the Charter School, through its counsel, confirming that the Charter School has an “Independent Contractor Agreement” with Inspire Learning Academy to provide services for students at the Dairy Road location.

At this time, the relationship between the Charter School, CMO, and Inspire Learning Academy is unclear, particularly given that they all share the “Inspire” name.<sup>3</sup> To the extent Inspire Learning Academy is providing instructional services, enrichment, tutoring, or any type of supplemental educational services to Charter School students at the Dairy Road location in Placer County, such operations are inconsistent with the geographic location restrictions of the Act. Furthermore, the Dairy Road location was neither approved by the District nor set forth in the Petition.

---

<sup>3</sup> Also of note, the Secretary of State’s website indicates that Inspire Learning Academy is in “FTB suspended” status.

Education Code section 47605, subdivision (a)(1), requires a petition for the establishment of a charter school to identify a “single charter school that will operate within the geographic boundaries of that school district.” The Education Code allows limited exceptions to this rule, none of which are applicable here. Pursuant to Education Code section 47605.1, subdivision (c), a charter school may establish a resource center, meeting space, or other satellite facility located in an adjacent county to that in which the charter school is authorized if both of 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 primary educational services in, and a majority of the pupils it serves are residents of, the county in which the charter school is authorized.

Neither of these requirements is satisfied here. First, it appears Inspire Learning Academy does not provides services exclusively to the Charter School students. Notwithstanding, the majority of students enrolled in the Charter School are not residents of Sutter County, the county in which the Charter School is authorized. In fact, out of the 2,607 students enrolled in the Charter School during the 2018-2019 school year, the Charter School has represented that only 31 are residents of Sutter County, which is approximately 1.2% of the total students enrolled in the Charter School. Therefore, the Charter School cannot establish a site outside of the geographic boundaries of the District, in an adjacent county to Sutter County, such as the Inspire Learning Academy location in Placer County.

Even assuming the location of the Dairy Road facility meets the requirements of section 47605.1, subdivision (c), as explained above, changing or adding a Charter School site may be accomplished only with a material revision to the Petition, consistent with the requirements of the Act. The Dairy Road facility is not described in the Petition and the Charter School never submitted any request to the District to operate at the Dairy Road facility, nor has it been granted written approval of same, and thus the Charter School may not provide services at the Dairy Road facility.

Furthermore, the 2016 and 2019 MOUs expressly require the Charter School to obtain written approval from the District to add additional facilities and/or sites. (See 2019 MOU, Section 17, subdivision (e); see also 2016 and 2019 MOUs, Section 3, “Designation of Schools; Learning Centers.”)

Based on the foregoing, the Charter School does not have legal authority to provide services to students at the Dairy Road facility, nor any site in Placer County or other adjacent county. As such, the District directs the Charter School to cease and desist from providing services at the Dairy Road facility immediately, and directs the Charter School to provide the District with written assurance, no later than **August 31, 2019**, that it has done so.

ii. *Other Concerns Regarding Location of Facilities*

The District has conflicting information regarding at which address the Charter School is located, and the number of locations at which the Charter School is located. For example, the Charter School's website indicates that the school is located at 3840 Rosin Court, Suite 130, Sacramento, California ("Sacramento"). The CDE's California School Directory indicates that the Charter School's school address is 4305 South Meridian Road, Meridian, California ("Meridian"), which is also the school address for Winship Community School, a separate charter school authorized by the District and operated by CMO.

The Charter School has represented on multiple occasions that the Sacramento location has no affiliation with the Charter School. For example, on October 26, 2019, Dr. Nichols sent an email to the District stating:

This is legal notice that the office at 3840 Rosin Court, Sacramento, CA 95834 is exclusively connected to Clarksville Charter School. There is no connection with Inspire North, nor Winship Community School.

Moreover, on or about November 5, 2018 and July 1, 2019, the District, Charter School, and CMO entered into indemnification agreements, wherein the Charter School certified that the Sacramento location "exclusively houses the operations of the Clarksville Charter School." While the Charter School and CMO have represented that the Sacramento location is not affiliated with nor is it used in any manner for the operations of the Charter School, the District questions the veracity of these representations, particularly given that this is the physical address listed on the Charter School's website.

To the extent the Charter School operates at either the Sacramento or Meridian facilities, neither is authorized by the Petition and the Charter School has not submitted a request for a material revision to add these facilities. Further, the Sacramento facility is located outside the geographic boundaries of Sutter County and thus, as explained above, operations at the Sacramento facility are not permitted under the Act. (Ed. Code, §§ 47605, subd. (a)(1), 47605.1, subd. (c).) As such, and to the extent the Charter School is operating or providing services of any kind at either the Sacramento or Meridian facility, the District directs the Charter School to cease and desist such operation immediately, and directs the Charter School to provide the District with written assurance, no later than **August 31, 2019**, that it has done so.

#### 4. Concerns Regarding Pupil Academic Achievement

Now in its third year of operation, a large majority of the Charter School's students perform below grade level in critical areas such as reading and mathematics, as confirmed by the Charter School's 2017 and 2018 California Assessment of Student Performance and Progress ("CAASPP") scores. For example, in 2017, 78.13% of all students tested either did not meet or nearly met the state standard in mathematics. By 2018, 78.77% of all students tested either did not meet or nearly met that same mathematics standard. In the area of English Language Arts/Literacy ("ELA"), in 2017, 64.32% of all students tested either did not meet or nearly met

the state standard. In 2018, 60.15% of all students tested either did not meet or nearly met the state ELA standard. These numbers are concerning, and indicate that as of the most recent CAASPP tests, only 21.23% and 39.85% of all students tested meet or exceed the state standards in mathematics and ELA, respectively. Based on these numbers, the District is concerned that the Charter School's educational program may be unsound and/or insufficient to meet the needs of the students it serves.

No later than **September 16, 2019**, please provide the District with a plan detailing what specific steps the Charter School will take to identify academically low achieving students and bring students' competencies up to state standards.

5. Potential Financial Concerns

The Charter School's Second Interim Report for the 2018-2019 school year raises several potential concerns for the District. First, the report projects expenditures of over \$7.2 million dollars in "Services and Other Operating Expenditures" for the 2018-2019 school year, which is nearly a third of the Charter School's total projected revenues. Specifically, projected expenditures include over \$4.6 million dollars in subagreements for services, over \$1.7 million dollars in professional/consulting services and operating expenditures, and over \$194,000 in travel and conference expenditures. These projected expenditures raise further questions, given the Charter School recently represented to the District, through its July 26, 2019 letter from counsel, that other than for special education services, it does not contract with any for-profit or nonprofit organizations or companies to provide instructional services for students, and does not refer students to receive any services.

Second, the Charter School projects to end the year with just under a \$761,000 positive ending fund balance, for approximately a 3.2% economic reserve. This does not comport with the parties' agreement, set forth in the 2019 MOU, that the Charter School will maintain a 5% reserve for economic uncertainties.

No later than **September 16, 2019**, please provide the District with invoices, and/or a record of expenditures supporting the amounts budgeted by the Charter School as "Subagreements for Services," and "Professional/Consulting Services and Operating Expenditures" during the 2018-2019 school year, as set forth in the Second Interim Report. The invoices, and/or record of expenditures should identify the specific vendors, service providers, consultants, and/or other individuals or business entities providing such services to the Charter School. Similarly, within the same timeframe, please provide invoices and/or a specific record of expenditures for all "Travel and Conferences" during the 2018-2019 school year, as set forth in the Second Interim Report.

6. Failure to Provide Documentation Required by 2019 MOU

The 2019 MOU was executed on July 16, 2019. Within 30 days of the same, the Charter School was required to provide the District with all documents set forth in Section 10(e) of the MOU. It



Dr. Herbert Nichols  
Julie Haycock  
Suzanne Nunnink  
Jenell Sherman  
August 21, 2019  
Page 8

has failed to do so. No later than **September 16, 2019**, please provide the District with the following outstanding documents:

- a. The Charter School's organizational chart;
- b. Copy of the Charter School's health, safety and emergency plan and verification of staff emergency, health and safety training;
- c. Copies of the Charter School's employee handbook;
- d. Updated proof of teacher credentials and satisfaction of all applicable teacher requirements for every grade served by the Charter School; and
- e. Updated operational budget and cash-flow analysis.

In addition, within the same timeframe, please provide the following documents as required in other sections of the 2019 MOU:

- f. Copies of any complaints filed against the Charter School from 2016 through present, if applicable, as required by Section 7 of the 2019 MOU;
- g. Any and all Charter School policies, pursuant to Section 10(f) of the 2019 MOU;
- h. Proof of El Dorado County Office of Education SELPA membership, as required by Section 11(a) of the 2019 MOU;
- i. Proof of liability insurance of at least \$5,000,000, as required by Section 14(a) of the 2019 MOU;
- j. Documentation that all employees, volunteers, and vendors have clear criminal background checks, as required by Section 12(b) of the 2019 MOU.

7. Request for Additional Information

Pursuant to the District's authority as the Charter School's authorizer, the District directs the Charter School to provide it with the following additional information no later than **September 16, 2019**:

- a. Enrollment lists, including first and last names, county of residence, and grade, for all students enrolled in the Charter School in each of the following school years: 2016-2017, 2017-2018, 2018-2019, and 2019-2020;
- b. Names of all students enrolled in the Charter School at any time during the 2016-2017, 2017-2018, 2018-2019, or 2019-2020 school years who were subsequently transferred to and/or reenrolled in either Winship Community School or another charter school operated by any of the entities listed in **Attachment A**;
- c. Names of all students enrolled in either Winship Community School or another charter school operated by any of the entities listed in **Attachment A** at any time during the 2016-2017, 2017-2018, 2018-2019, or 2019-2020 school years who were subsequently transferred to and/or reenrolled in the Charter School;



- d. For each student identified in response to subparts b or c, identify which school each student(s) was initially and subsequently enrolled in, and the date(s) of transfer or reenrollment.
- e. All funding determination forms for the Charter School for the 2016-2017, 2017-2018, 2018-2019, or 2019-2020 school years;
- f. Any and all agreements between Inspire Charter Schools, Inc., Inspire Charter School – North, Inc., and/or the Charter school, and any vendor, business, service provider, nonprofit organization, or individual providing any type of services to the Charter School at any time during the 2016-2017, 2017-2018, 2018-2019, and/or 2019-2020 school years;
- g. Identify the physical address of any and all administrative office(s) for the Charter School at any time during the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years;
- h. Identify physical addresses for any and all facilities at which the Charter School has provided services to students—either directly or through a third party— at any time during the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years;
- i. The unaudited actuals report of the Charter School for the 2016-2017, 2017-2018, and 2018-2019 school years;
- j. The first principal apportionment (P-1) and second principal apportionment (P-2) data for the 2016-2017, 2017-2018, and 2018-2019 school years;
- k. Identify, by name, title, position, and credentials, all individuals employed by the Charter School at any time during the 2016-2017, 2017-2018, 2018-2019, and/or 2019-2020 school years;
- l. Identify, by name, title, position, and credentials all individuals employed by Inspire Charter Schools, Inc. at any time during the 2016-2017, 2017-2018, 2018-2019, and/or 2019-2020 school years;
- m. Identify, by name, title, position, and credentials, all individuals employed by Inspire Charter School – North, Inc. at any time during the 2016-2017, 2017-2018, and 2018-2019, and/or 2019-2020 school years; and

#### **D. CONCLUSION**

While this letter does not serve as an official notification pursuant to Education Code section 47607, subdivision (d) and California Code of Regulations, Title 5, section 11968.5.2, the District has numerous concerns regarding the Charter School's operations which, if not remedied, may result in revocation proceedings at a later date.

Dr. Herbert Nichols  
Julie Haycock  
Suzanne Nunnink  
Jenell Sherman  
August 21, 2019  
Page 10

Please submit your request for material revisions as outlined above and provide the information and records as requested herein. If you have any questions, please contact me.

Sincerely,



Dawn Carl  
Superintendent/Principal  
Winship-Robbins Elementary School District