

# Youth Policy Institute Charter Schools (YPICS)

## Board Meeting

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### Date and Time

Monday May 21, 2018 at 6:00 PM PDT

### Location

Monsenor Oscar Romero Charter School: 1157 S. Berendo Street, Los Angeles, CA 90006

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Meeting Call In Number: (641) 715-3680, Access# 1004153.

Board Members calling in from 17112 Minnehaha Street, Granada Hills, CA 91344; 501 S. Bixel Street, Los Angeles, CA 90017; 25024 Highspring Avenue, Newhall, CA 91321; 1625 W. Olympic Blvd., Los Angeles, CA 90015; 17037 Chatsworth Street, Granada Hills, California 91344.

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### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
Opening Items			
<b>A.</b> Record Attendance and Guests		Yesenia Zubia	1 m
<b>B.</b> Call the Meeting to Order		Mary Keipp	
<b>C.</b> Flag Salute			2 m
<b>D.</b> Additions/Corrections to Agenda		Mary Keipp	2 m
<b>E.</b> Approve April 23, 2018 Minutes	Approve Minutes	Mary Keipp	2 m
<b>II. COMMUNICATIONS</b>			<b>6:07 PM</b>
Academic Excellence			

	Purpose	Presenter	Time
<b>A. Presentations from the Public</b>	FYI	Mary Keipp	5 m

Any persons present desiring to address the Board of Directors on any proper matter.

The YPI Charter Public Schools ("Charter Schools") welcome your participation at the Charter Schools' Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the Charter Schools in public. Your participation assures us of continuing community interest in our Charter Schools. To assist you in the case of speaking/participating in our meetings, the following guidelines are provided:

*Agenda Items:* No individual presentation shall be more than five (5) minutes and total time for this purpose shall not exceed thirty (30) minutes per agenda item.

*Non-Agenda Items:* No individual presentation shall be for more than three (3) minutes and total time shall not exceed fifteen (15) minutes.

When addressing the Board, speakers are requested to state their name and address from the podium and adhere to the time limits set forth.

Ordinarily, Board Members will not respond to presentations and no action can be taken. However, the board may give direction to staff following a presentation.

Any public records relating to an agenda item for an open session of the Board which are distributed to all of the Board members shall be available for public inspection at 1157 S. Berendo Street, Los Angeles, California 90006, 12513 Gain Street, Pacoima, CA 91331, 9400 Remick Avenue, Pacoima, California 91331 and 10660 White Oak Avenue, Granada Hills, CA 91344.

**Americans with Disabilities**

YPI Charter Schools, Inc. adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact us at least 48 hours in advance at 818-834-5805/ 213-413-9600, or [info@coronacharter.org](mailto:info@coronacharter.org) / [info@romerocharter.org](mailto:info@romerocharter.org). All efforts will be made for reasonable accommodations.

**III. ITEMS SCHEDULED FOR INFORMATION 6:12 PM**

<b>A. Board Retreat on July 21, 2018</b>	FYI	Yvette King-Berg	5 m
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The retreat location is to be determined.

<b>B. 2018-2019 NWEA™ MAP® Assessments Contract</b>	FYI	Yvette King-Berg	5 m
<b>C. 2018-2019 Illuminate Education, Inc. Contract</b>	FYI	Yvette King-Berg	5 m

	Purpose	Presenter	Time
<b>D. FY 18-19 Budget</b>	Vote	Irina Castillo	20 m
<b>E. Committee/ Council Reports</b>	FYI		5 m

Each month council and committee meeting minutes are provided for the board to review. Board members will direct senior staff regarding any minutes or committee concerns that may arise.

1. Academic Committee Reports
2. Climate and Culture Committee Reports
  1. Student Leadership Council
3. Parent/ Committee Advocacy/ Engagement Reports
  1. School Site Council
  2. English Learner Advisory Committee
4. LCAP Advisory Committee Reports

<b>F. Facilites Update</b>	FYI	Ruben Duenas	5 m
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This update is for all of the YPICS' schools.

<b>G. Bert Corona Executive Administrator Report</b>	FYI	Ruben Duenas	5 m
<b>H. Monsenor Oscar Romero Executive Administrator Report</b>	FYI	Kevin Myers	5 m
<b>I. Bert Corona Charter High School Executive Director's Report</b>	FYI	Larry Simonsen	5 m
<b>J. Executive Director's Report</b>	FYI	Yvette King-Berg	5 m

**IV. CONSENT AGENDA ITEMS**

**7:17 PM**

Audit

<b>A. Background</b>	FYI		
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All matters listed under the consent agenda are considered by the Board to be routine and will be approved/ enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board Member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board's vote on them. The Executive Director recommends approval of all consent agenda items.

<b>B. Consent Items</b>	Vote	Yvette King-Berg	5 m
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	Purpose	Presenter	Time
A. Recommendation to approve software, instructional materials and resources, and communication tools for all sites. Documents that need to be included here are the following:			

1. Recommendation Board Informative

B. Recommendation to approve 2018-2019 calendars

1. Recommendation Board Informative (Attached)  
2. Calendars (Obtain these from Ruben)

C. Recommendation to approve Agreement to Approve District Required Language and New DRL Board Policies

1. Recommendation Board Informative (Attached)  
2. Bert Corona Agreement to Approve District Required Language (Attached)  
3. DRL Policies (Attached)

**V. ITEMS SCHEDULED FOR ACTION**

**7:22 PM**

<b>A.</b> Recommendation to approve Cesar Lopez as a New YPICS Board member	Vote	Yvette King-Berg	5 m
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*It is recommended that the Board approve item.*

<b>B.</b> Recommendation to approve the YPICS April 2018 Financials	Vote	Irina Castillo	10 m
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*It is recommended that the Board approve item.*

<b>C.</b> Recommendation to approve Master Services Agreement with Exed, Inc.	Vote	Yvette King-Berg	5 m
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*It is recommended that the Board approve Item.*

<b>D.</b> Recommendation to approve Board Resolution to Renew the BCCS Petition July 1, 2019-June 30, 2024	Vote	Yvette King-Berg	5 m
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*It is recommended that the Board approve item.*

<b>E.</b> Recommendation to approve continued membership in the California Charter Schools Association	Vote	Yvette King-Berg	5 m
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*It is recommended that the Board approve item.*

<b>F.</b>	Vote	Yvette King-Berg	5 m
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	Purpose	Presenter	Time
Recommendation to approve notice to LAUSD reserving the right of YPICS to leave LAUSD SELPA			

*It is recommended that the Board approve item.*

<b>G.</b> Recommendation to approve the FERPA Compliant Directory Information Sharing Agreement	Vote	Yvette King-Berg	5 m
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*Recommendation to approve the FERPA Compliant Directory Information Sharing Agreement with CharterNation.*

*It is recommended that the Board approve item.*

<b>H.</b> Recommendation to Terminate Contracts with CharterLife	Vote	Yvette King-Berg	5 m
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<b>I.</b> Recommendation to approve Warren Bender as the New Health Benefits Broker	Vote	Ruben Duenas	5 m
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*It is recommended that the Board approve item.*

<b>J.</b> Recommendation to Approve the Small Group CalChoice Health Plans and HRA Strategy	Vote	Ruben Duenas	10 m
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Medical: Kaiser HMO A Platinum and Anthem Blue Cross Select A Platinum  
 Dental: Dental Dental DHMO and PPO1500  
 Vision: VSP 180 Plan  
 Life: UNUM \$50,000 Term and ADD

A HRA is a health reimbursement account that is IRS-approved, employer-funded and employer-owned. The HRA reimburses employees for out-of-pocket medical expenses.

It is recommended that the Board approve item.

**VI. ANNOUNCEMENTS 8:22 PM**

<b>A.</b> Closing Announcements	FYI	Yvette King-Berg	2 m
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BCCHS 12th-Grade Graduation - Thursday, June 7, 2018 at 6pm at Pacoima City Hall  
 BCCS 5th-Grade Culmination - Friday, June 8, 2018 at 5pm  
 MORCS 8th-Grade Culmination - Saturday, June 9, 2018 at 10am  
 BCCS 8th-Grade Culmination - Saturday, June 9, 2018 at 6pm

**VII. Closing Items 8:24 PM**

	Purpose	Presenter	Time
<b>A. Adjourn Meeting</b>	<b>Vote</b>		

# Coversheet

## Approve April 23, 2018 Minutes

**Section:** I. Opening Items  
**Item:** E. Approve April 23, 2018 Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Regular Board Meeting on April 23, 2018

APPROVED

# Youth Policy Institute Charter Schools (YPICS)

## Minutes

### Regular Board Meeting

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#### Date and Time

Monday April 23, 2018 at 6:00 PM

#### Location

Bert Corona Charter School - 9400 Remick Avenue, Pacoima CA 91331

Meeting Call In Number: (641) 715-3680, Access# 1004153.

Board Members calling in from 17112 Minnehaha Street, Granada Hills, CA 91344; 501 S. Bixel Street, Los Angeles, CA 90017; 25024 Highspring Avenue, Newhall, CA 91321; 1625 W. Olympic Blvd., Los Angeles, CA 90015; 17037 Chatsworth Street, Granada Hills, California 91344.

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#### Trustees Present

A. Reza (remote), J. Lucente, M. Green, M. Keipp, S. Mendoza (remote)

#### Trustees Absent

C. Vaquerano

#### Guests Present

Blanca Castillo, LAUSD CSD, Cesar Lopez, APEX Academy, I. Castillo, Kirk Takeyama, L. Simonsen, R. Duenas, Remedios Dizon, LAUSD CSD, Ryan Bradford, Y. King-Berg, Y. Zubia

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### I. Opening Items

#### A. Record Attendance and Guests

#### B. Call the Meeting to Order

M. Keipp called a meeting of the board of trustees of Youth Policy Institute Charter Schools (YPICS) to order on Monday Apr 23, 2018 at 6:14 PM.

#### C. Flag Salute

#### D. Additions/Corrections to Agenda

There were no additions or corrections to the agenda.

#### E. Approve March 19, 2018 Minutes

J. Lucente made a motion to approve minutes from the Regular Board Meeting on 03-19-18 Regular Board Meeting on 03-19-18.

M. Green seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

J. Lucente	Aye
M. Keipp	Aye
C. Vaquerano	Absent
A. Reza	Aye
S. Mendoza	Aye
M. Green	Aye

**F. Approve April 9, 2018 Minutes**

M. Green made a motion to approve minutes from the Board Meeting on 04-09-18 Board Meeting on 04-09-18.  
J. Lucente seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Mendoza	Aye
M. Green	Aye
A. Reza	Aye
C. Vaquerano	Absent
M. Keipp	Aye
J. Lucente	Aye

**II. COMMUNICATIONS**

**A. Presentations from the Public**

There were no presentations from the Public.

**III. ITEMS SCHEDULED FOR INFORMATION**

**A. Data-Driven Board Retreat**

The President, Mary Keipp informed the Board of a retreat taking place on July 19, 2018. The retreat will be hosted by BoardOnTrack at a charter school in the Los Angeles area and is expected to have a multitude of charter school leaders present. The President, Mary Keipp will obtain further information about the retreat from a BoardOnTrack representative and is asking the members of the Board to hold the date.

**B. Committee/ Council Reports**

Each month council and committee meeting minutes are provided for the board to review. Board members will direct senior staff regarding any minutes or committee concerns that may arise.

**C. Facilities Update**

The MORCS building continues to progress although as a result of the recent rain, the completion date has been pushed back to September 4, 2018. This is a significant change from the scheduled August 15, 2018.

The School and the project's management team continue to work with LA Department of Water and Power to renew an expired permit that is needed to obtain permanent power at

the School. The work is set to take two to three months to complete and the delay of the permanent power will affect completion of HVAC Testing & Air Balancing and commissioning of all electrical, low voltage, & lighting systems.

#### **D. Bert Corona Executive Administrator Report**

The testing season has started. The Students will begin state testing (CAASPP) on May 7th and will continue testing through May 21, 2018. Mr. Bradford leads the testing efforts as the Coordinator of Instruction.

The Bert Corona staff are preparing for new student orientations as it is that time of year again. The waitlist is unusually small this time around in comparison to previous years. The team plans on doubling their outreach efforts for the following year. The fifth-grade culmination is set to take place on June 5, 2018 at 5PM on the basketball courts and the eighth-grade graduation will be June 9, 2018.

In efforts to continue with building the culture and climate at the school, the eighth-graders went on a field trip to Castle Park, an amusement center. The students were able to play miniature golf, arcade games, eat pizza and enjoy friend bonding time.

#### **E. Bert Corona Charter High School Executive Director's Report**

Enrollment at Bert Corona Charter High School this year has been eighteen percent under the budgeted projection. As of April 20th, enrollment was 206. Looking at next year, the enrollment numbers will be far better with the anticipated additional students from PUC Nueva Esperanza, a local high school set to close this fiscal year. The enrollment projection is set at 357 which represents an approximate 75% increase in the size of the school.

Looking at the current seniors, eleven out of the twelve are graduating on time. This graduating class has acceptances from a total of six universities and will be graduating the week of June 5th at Pacoima City Hall.

#### **F. Executive Director's Report**

##### **CCSA Conference**

At the end of March, some YPICS employees had the opportunity to attend the annual California Charter Schools Association conference in San Diego. This year Ms. King-Berg was asked to be a part of a plenary session focused on honoring the panelist of women, reflecting upon the past, present and looking to the future.

##### **MORCS Oversight Visit**

On Wednesday, April 11, 2018 Monsenor Oscar Romero Charter School had their yearly Charter School Division (CSD) visit. Overall, the CSD was complimentary of the instructional practices that were evident in the classrooms. The CSD felt their interview with students did not yield what they are accustomed to and concluded the students did not talk because of their lack of trust in adults and perhaps adults on campus. MORCS disagreed and stated given the current political climate and the part of the city they are in, students are not trustful of adults they do not know. Moving forward we will add support so the students feel safe with adults other than staff on campus.

##### **Parent Conferences**

Last month all three YPICS schools held Spring semester conferences. The middle schools had over a 95% attendance rate and the high school came in around 88%. Parents were also given the opportunity to take a parent survey to help the schools gauge how the parents feel about the schools and obtain other data for future decision making.

##### **Reorganization**

YPICS is currently reviewing the costs of special education services and potentially hiring an in-house specialist. The schools hope to have all vacant positions filled by the end of the school year.

#### IV. CONSENT AGENDA ITEMS

##### A. Background

##### B. Consent Items

J. Lucente made a motion to approve the consent agenda items.  
M. Green seconded the motion.  
The board **VOTED** unanimously to approve the motion.

##### Roll Call

J. Lucente	Aye
M. Green	Aye
C. Vaquerano	Absent
M. Keipp	Aye
A. Reza	Aye
S. Mendoza	Aye

#### V. ITEMS SCHEDULED FOR ACTION

##### A. YPICS February and March 2018 Financials

J. Lucente made a motion to approve the YPICS' February and March 2018 financials and check registers as submitted.  
M. Green seconded the motion.  
The board **VOTED** unanimously to approve the motion.

##### Roll Call

S. Mendoza	Aye
A. Reza	Aye
M. Green	Aye
M. Keipp	Aye
J. Lucente	Aye
C. Vaquerano	Absent

##### B. YPICS Recommendation to Receive and File LAUSD Annual Performance-Based Oversight Visit Reports

No motion was made on this item.

Board Treasurer, Joe Lucente, stated there seem to be many errors/inconsistencies in the report.

#### VI. CLOSED SESSION

##### A. Matters to be discussed are those permitted by Government Code Section 54957 and 54956.9

The Closed Session began at 6:53 PM.

## **VII. OPEN SESSION**

### **A. Items Scheduled for Action**

The Open Session reconvened at 7:16 PM.

No action was taken in Closed Session.

## **VIII. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:22 PM.

Respectfully Submitted,  
Y. Zubia



# Coversheet

## Bert Corona Executive Administrator Report

**Section:** III. ITEMS SCHEDULED FOR INFORMATION  
**Item:** G. Bert Corona Executive Administrator Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** BCCS\_Executive\_Administrator\_report\_5-21-18.pdf  
Bert Corona Charter\_SWPBIS TFI 2.1\_Scale\_5\_18\_2018.pdf



**Bert Corona Charter School  
Executive Administrator's Report  
May 21, 2018**

*The mission of the YPI Charter Schools (YPICS) is to prepare students for academic success in high school, as well as post-secondary education; prepare students to be responsible and active participants in their community; and enable students to become life-long learners. Students at YPI Charter Schools will become active citizens who characterize the ideals of a diverse and democratic society. Students will provide service to their community, take responsibility for their own learning, and develop the habits of mind and body that will empower them to be successful in high school and beyond.*

### **Academics**

*Testing-* SBAC testing (state testing) was completed on Friday, May 18, 2018. Students made their best effort on what staff considered to be long and challenging set of tests. For example, one student started the CAST (science) test at 9 am and finished at 5:30 pm. The student was taking her time and was working towards getting a “4” which was her goal for Science. The student answered 52 questions.

In order to better support students, staff created a new schedule for testing. Last year, students voiced concerns about burning out on testing because tests were one after the other. The new schedule allowed for student to take a one-day break in between each test.

*Post Testing Schedule-* State testing days are shortened school days and are released at 2:00pm. As a result, Staff participated in planning meetings after school. They work on issues such as: creating groups of students the 17-18 school year, selecting students for 8<sup>th</sup> grade awards, working on a conference style workshops and schedule for the first week of school. Staff also participated in professional development workshops regarding project based learning, supports for English language learners, working with students with Special needs.

### **Operations**

*Enrollment-* BCCS has accepted 382 students for the 17-18 school year. 30 students are still on the waitlist for 6<sup>th</sup> grade.

<b>Grade Level</b>	<b># of Student</b>
5 <sup>th</sup> Grade	22
6 <sup>th</sup> Grade	120
7 <sup>th</sup> Grade	120
8 <sup>th</sup> Grade	120
<b>Total</b>	<b>382</b>

*After School Program Funding-* We were notified that YPI was award the following 21st Century Community Learning Centers Elementary/Middle Schools for Bert Corona Charter School. The awards are in the following amounts:

<b>Funding Source</b>	<b>Amount</b>
After School Base	\$50,000.00
After School Supplemental	\$90,000.00
Before School Base	\$49,000.00
Before School Supplemental	\$14,700.00
Equitable Access	\$25,000.00
<b>Total</b>	<b>\$228,700.00</b>

**Culture and Climate**

*Sports-* Bert Corona Charter School participates in a sports league made up of school from across the Valley. The current sponsor is a nonprofit named FIYA. FIYA lost access to its soccer fields and canceled the soccer league with very little notice. The BCCS team scrambled to find other opportunities for the boys and girls team to play soccer. We were able to setup a small tournament with schools in the YPI after school programs, and join a second league with other valley charter schools. BCCS will be looking for another sports program for students to participate in during the next school year.

*Culminations-*

- 5<sup>th</sup> grade culmination will be on Friday, June 8, 2018 at 5pm.
- 8<sup>th</sup> grade culmination will be Saturday, June 9, 2018 at 5 pm.

*Office Discipline Referrals-*

16 students have 10 or more major ODRS

46 students have 10 or more minor ODRS

15 students have 20 or more minor ODRS

113 major ODRS for disrespect

179 minor ODRS for disrespect

157 major ODRS for defiance

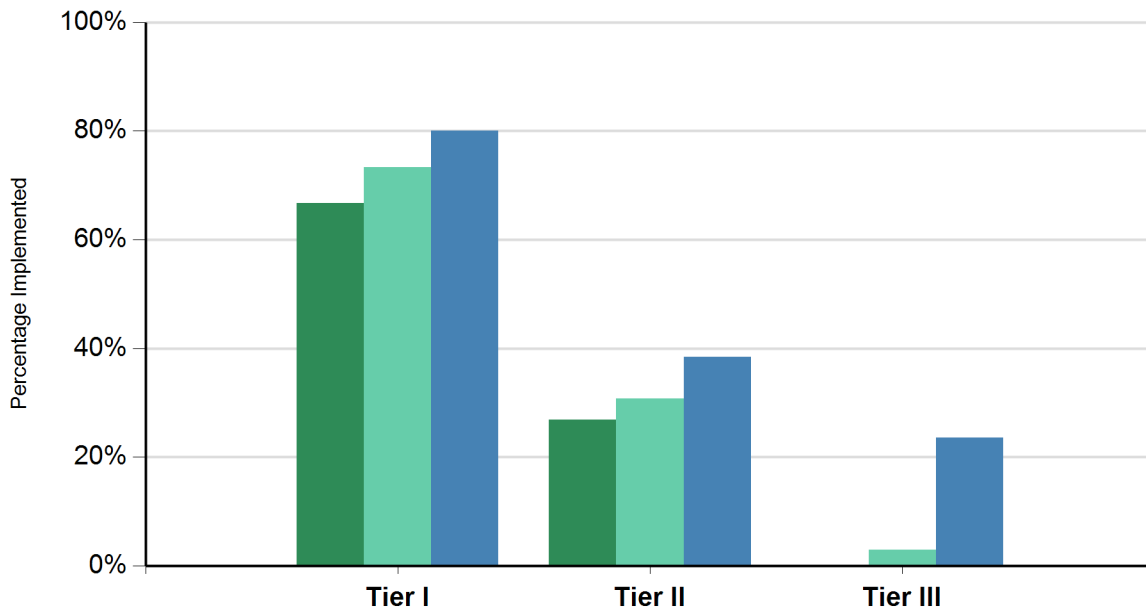
347 minor ODRS for defiance

*Average Referrals Per Month*

Month	Average Minor Referral Per Day Per Month		Average Major Referral Per day Per Month	
	16-17	17-18	16-17	17-18
August	2.06	4.06	1.63	1.53
September	1.62	9.85	1.19	3.60
October	7.74	9.75	4.26	4.55
November	6.33	6.93	4.87	2.67
December	5.64	3.20	4.73	1.5
January	4.87	7.63	5.33	6.0
February	3.84	14.37	4.95	6.79
March	4.71	12.00	4.76	6.73
April	8.86	13.20	3.64	6.35
May	4.82	3.5	3.09	2
June	.14		1.29	

**Bert Corona Charter**  
Pacoima, California

**School-Wide PBIS (SWPBIS) Tiered Fidelity Inventory**  
**Bert Corona Charter**  
**10/13/2017 - 5/17/2018**



Date Completed	Tier I	Tier II	Tier III
10/13/2017	67%	27%	0%
1/18/2018	73%	31%	3%
5/17/2018	80%	38%	24%

# Coversheet

## Monsenor Oscar Romero Executive Administrator Report

**Section:** III. ITEMS SCHEDULED FOR INFORMATION  
**Item:** H. Monsenor Oscar Romero Executive Administrator Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** 17-18 MORCS EA Board Report (May).pdf



## ***MORCS Executive Administrator Report***

**May 2018**

*The mission of the YPI Charter Schools (YPICS) is to prepare students for academic success in high school, as well as post--secondary education; prepare students to be responsible and active participants in their community; and enable students to become life-long learners. Students at YPI Charter Schools will become active citizens who characterize the ideals of a diverse and democratic society. Students will provide service to their community, take responsibility for their own learning, and develop the habits of mind and body that will empower them to be successful in high school and beyond.*

### **Attendance and Enrollment:**

Our current enrollment at MORCS is 339.

Enrollment Numbers:

<b>6<sup>th</sup></b>	<b>116</b>
<b>7<sup>th</sup></b>	<b>107</b>
<b>8<sup>th</sup></b>	<b>116</b>
<b>All</b>	<b>339</b>

For next year, we are currently enrolled at 347.

### **Professional Development**

In our PD plan for the second semester, we have been focused on meeting the needs of our at risk students. Currently our teachers are participating in a “Choose Your Own PD Adventure” series in which they had the opportunity to select their sessions for the next 5 weeks. Topics include: Project Based Learning, Student Roles and Routines for Classroom Management, Thinking Maps, and EL Strategies. All options were planned intentionally to support our struggling students and our at risk populations. We are also including time for exhibition planning and critical friends groups for unit plan/rubric feedback from peers. We have also been focusing a lot of our time on planning for our exhibitions and student presentations at the end of the year. This cross-curricular planning and calibration between classes is really helping to push excellence across our classrooms.

### **Continued Work on Positive Culture:**

We continue to work on our tier 1 implementation for our PBIS program. To ensure that all students have positive events and experiences at school that will help continue our positive school culture, we have been working on implementing the following activities:

*Student led assemblies:* Our students helped to lead our awards assemblies in early May. They were very excited about the assembly, and the involvement of students helped to increase the level of engagement from the rest of our kids.

*Achieve3000 Competition:* Our academic committee put together a competition to help push student use of the A3K program. The 30 students with the most articles read with a 75% or higher on their reading check activity will be asked to participate in the field trip. As part of the celebration, our students went to LA live with teachers and staff to watch Avengers: Infinity War in 4DX. The kids loved the event and are asking for more incentive trips like this one next year!

*Pumapalooza:* Each year the staff at MORCS organize a talent show for our students. We were not disappointed this year; students, parents and staff showed up to watch their peers sing, dance, play instruments, and perform one-act plays. It was great to see our community come together to celebrate the gifts our students have.

### **8<sup>th</sup> Grade Culmination:**

We had mandatory meetings in February with our 8<sup>th</sup> grade parents and students to discuss requirements for 8<sup>th</sup> grade culmination and to push them to put in a strong effort the final quarter. We have continued to work with our families and are hoping to have a high number of students eligible. Most students are working hard to meet the expectations. Planning for culmination has been a completely collaborative process involving parents, students, staff, and admin. We are excited about our ceremony this year!

### **School Safety and Social Emotional Support:**

We have had many events recently to help continue make our campus a safe place for students. We had an anti-bullying assembly with a theatre group from Kaiser, an anti-drug assembly, and a Know Your Rights Assembly scheduled for this month. We have also been bolstering our use of community and restorative circles to build community and to help our students learn appropriate ways to interact with each other and to resolve issues. We also hired a new social worker through the School Wide Transformation Grant and we are excited about her first day tomorrow!

### **Academics:**

*Classroom Focus:*

Our focus in the classrooms currently is the use of projects and student exhibitions to engage all learners. Our kids are very much focused on their CASA service learning projects. Topics and areas of focus include:

- LGBTQ Rights and Equality
- Mental health
- Homelessness
- Ocean pollution
- Historical Heroes
- Leaving a Legacy

Students have been completing their service projects the last couple of weeks and they will be presenting their research and their project reflections during our CASA Community Night on 5/24/18.

*826-LA:* We are able to partner with this organization through the Promise Neighborhoods grant! 75 of our kids are going to go to the 826-LA headquarters to participate in a Choose Your Own Writing Adventure, through which they will be writing their own piece to publish. Very exciting for our kids!

*Maker Madness 1.5:* This is our second STEAM night for the year. Kids and their families will be able to engage in science and engineering projects with professionals to learn more about engineering and how they can get more involved in the sciences as a career or a hobby!

*Celebrations:* in addition to our 8<sup>th</sup> grade culmination, we are also doing many things this year to celebrate our kids who have grown academically. We will be having the first ever “Pumas in Wonderland,” a themed party and magic show for students who hit the “Met” or “Exceeded” levels on their MAPs test. Additionally, for all students who grew at least 10 points this year on their MAPs test, we are bringing the In N Out truck to campus on Tuesday, May 22 to celebrate their hard work.

### **Date:**

*SBAC:* Our students are currently taking the 2018 SBAC exams. We are excited about the effort our kids are putting into the test and we are eager to see our results!

*MAP Testing (Spring):* We recently took our Spring MAP test, the final assessment of the year. We saw

a lot of growth in both Reading and Math:

2017-2018 READING GROWTH							
SCHOOLWIDE ELA		6TH GRADE ELA		7TH GRADE ELA		8TH GRADE ELA	
Sem. 1 Growth	4.227272727	Sem. 1 Growth	3.914529915	Sem. 1 Growth	3.54368932	Sem. 1 Growth	2.692307692
Sem. 2 Growth	2.581818182	Sem. 2 Growth	3.495726496	Sem. 2 Growth	0.2330097087	Sem. 2 Growth	2.495726496
Annual Growth	6.636363636	Annual Growth	7.478632479	Annual Growth	3.262135922	Annual Growth	5.076923077
SCHOOLWIDE ELA (SPED)		6TH GRADE ELA (SPED)		7TH GRADE ELA (SPED)		8TH GRADE ELA (SPED)	
Sem. 1 Growth	1.8	Sem. 1 Growth	8.363636364	Sem. 1 Growth	7.133333333	Sem. 1 Growth	3.066666667
Sem. 2 Growth	0.9454545455	Sem. 2 Growth	5.363636364	Sem. 2 Growth	-0.0666666667	Sem. 2 Growth	5.666666667
Annual Growth	2.563636364	Annual Growth	13.72727273	Annual Growth	4.733333333	Annual Growth	6.333333333
SCHOOLWIDE ELA (EL)		6TH GRADE ELA (EL)		7TH GRADE ELA (EL)		8TH GRADE ELA (EL)	
Sem. 1 Growth	3.881818182	Sem. 1 Growth	5.655172414	Sem. 1 Growth	4.96969697	Sem. 1 Growth	2.413793103
Sem. 2 Growth	2.427272727	Sem. 2 Growth	4.689655172	Sem. 2 Growth	-1.181818182	Sem. 2 Growth	3.068965517
Annual Growth	6.118181818	Annual Growth	10.79310345	Annual Growth	3.03030303	Annual Growth	5.344827586

Some of the highlights for reading include:

- Every grade level and every subgroup grew an average of at least 2 points on their MAP test
- 13 points growth for 6<sup>th</sup> grade SPED students
- 11 points growth for 6<sup>th</sup> grade ELs
- 6 points average growth school-wide in reading.

2017-2018 MATH GROWTH							
SCHOOLWIDE MATH		6TH GRADE MATH		7TH GRADE MATH		8TH GRADE MATH	
Sem. 1 Growth	3.884272997	Sem. 1 Growth	5.393162393	Sem. 1 Growth	2.718446602	Sem. 1 Growth	3.401709402
Sem. 2 Growth	2.178041543	Sem. 2 Growth	3.205128205	Sem. 2 Growth	1.873786408	Sem. 2 Growth	1.418803419
Annual Growth	6.097922849	Annual Growth	8.572649573	Annual Growth	4.466019417	Annual Growth	5.05982906
SCHOOLWIDE MATH (SPED)		6TH GRADE MATH (SPED)		7TH GRADE MATH (SPED)		8TH GRADE MATH (SPED)	
Sem. 1 Growth	0.511627907	Sem. 1 Growth	0.5365853659	Sem. 1 Growth	2.733333333	Sem. 1 Growth	3.266666667
Sem. 2 Growth	2.093023256	Sem. 2 Growth	2.195121951	Sem. 2 Growth	0.7333333333	Sem. 2 Growth	2.533333333
Annual Growth	2.651162791	Annual Growth	2.780487805	Annual Growth	3.733333333	Annual Growth	5.666666667
SCHOOLWIDE MATH (EL)		6TH GRADE MATH (EL)		7TH GRADE MATH (EL)		8TH GRADE MATH (EL)	
Sem. 1 Growth	3.063636364	Sem. 1 Growth	3.063636364	Sem. 1 Growth	3.878787879	Sem. 1 Growth	3.206896552
Sem. 2 Growth	1.781818182	Sem. 2 Growth	1.781818182	Sem. 2 Growth	1	Sem. 2 Growth	0.8620689655
Annual Growth	4.8	Annual Growth	4.8	Annual Growth	4.96969697	Annual Growth	4

Highlights for math include:

- Every grade level and every subgroup grew an average of at least 2 points on their MAP test
- 8 points average growth for 6<sup>th</sup> grade math
- Almost 3 points average growth for math students across the school

We are very excited about our RIT growth and are hopeful that all of our efforts this year will result in significant growth on our SBAC exam.



# Coversheet

## Bert Corona Charter High School Executive Director's Report

**Section:** III. ITEMS SCHEDULED FOR INFORMATION  
**Item:** I. Bert Corona Charter High School Executive Director's Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** May EA Report - BCCHS Simonsen.pdf

Bert Corona Charter High School  
Executive Administrator Report – Mr. Simonsen  
May 18, 2018

**Mission**

The mission of the YPI Charter Schools (YPICS) is to prepare students for academic success in high school, as well as post--secondary education; prepare students to be responsible and active participants in their community; and enable students to become life-long learners. Students at YPI Charter Schools will become active citizens who characterize the ideals of a diverse and democratic society. Students will provide service to their community, take responsibility for their own learning, and develop the habits of mind and body that will empower them to be successful in high school and beyond.

**Enrollment**

The current enrollment of Bert Corona High School is 207 as of Friday, October 27<sup>th</sup>-

9<sup>th</sup> Grade – 56  
10<sup>th</sup> Grade – 86  
11<sup>th</sup> Grade – 49  
12<sup>th</sup> Grade – 12  
Total - 203

This number is 32 under projection for the approved FY 2017-2018 budget. While enrollment has not been what we had hoped, there are a couple of bright spots.

- 1) – The 10<sup>th</sup> grade cohort has stayed with us for 2 years, and has not wavered.
- 2) - Next year's **projected enrollment for 2018-2019** is as follows (based on returning students and received registrations):

9<sup>th</sup> Grade – 59  
10<sup>th</sup> Grade – 79  
11<sup>th</sup> Grade – 98  
12<sup>th</sup> Grade – 51  
Total - 287

Fiscally, this represents an opportunity for the school to be fully staffed according to the YPICS staffing model, and keep class sizes under 25.

**Staffing**

Currently, BCHS has 4 teaching positions and 1 admin position listed. These position all represent new team members being added to the staff:

**Teaching:**

History RSP  
 English Spanish

**Admin:**

Coordinator of Culture and Climate

Although all current team members have signed an intent-to-return form, notifications of resignation often happen in the summer. To that end, I will be flying additional positions to ensure that we have a pool of candidates ready to interview should these moves eventually take place.

**Student Academic Performance/Growth**

Second-year data for our Universal PSAT initiative was recently released. While the PSAT 9<sup>th</sup> for this year’s 9<sup>th</sup> grade cohort is currently stand-alone, the data for our 10<sup>th</sup> and 11<sup>th</sup> grade cohorts revealed that both cohorts improved (albeit modestly) from last year’s exams.

**Figures 1 and 2 – 9<sup>th</sup> PSAT-9 2017 and 10<sup>th</sup> PSAT-10 2018 (same students)**

Bert Corona Charter High School - 73 Test Taker(s)

**PSAT 8/9 Spring 2017, 9th - Scores & Benchmarks**

Total Score/Section Scores

Group	Number of Test Takers	Total Score 240-1440	ERW Score 120-720	Math Score 120-720
School	73	760	365	395
District	540	764	383	381
State	11,578	809	405	404
Total Group	230,169	879	442	437

Bert Corona Charter High School - 83 Test Taker(s)

**PSAT 10 Spring 2018, 10th - Scores & Benchmarks**

Total Score/Section Scores













Group	Number of Test Takers	Total Score 320-1520	ERW Score 160-760	Math Score 160-760
School	83	789	388	401
District	648	813	406	407
State	33,374	903	457	446
Total Group	201,622	939	473	466

## Figures 3 and 4 – 10<sup>th</sup> PSAT-10 Spring 2017 and 11<sup>th</sup> PSAT-NMSQT Fall 2018 (same students)

Bert Corona Charter High School - 52 Test Taker(s)

### PSAT 10 Spring 2017, 10th - Scores & Benchmarks













Total Score/Section Scores

Group	Number of Test Takers	Total Score 320-1520	ERW Score 160-760	Math Score 160-760
School	52	756 	365 	391 
District	685	815 	404 	410 
State	33,443	905 	456 	449 
Total Group	382,778	934 	470 	464 

Bert Corona Charter High School - 47 Test Taker(s)

### PSAT/NMSQT Fall 2017, 11th - Scores & Benchmarks

Total Score/Section Scores

Group	Number of Test Takers	Total Score 320-1520	ERW Score 160-760	Math Score 160-760
School	47	797 	394 	403 
District	27,637	883 	445 	438 
State	227,468	970 	490 	481 
Total Group	1,797,063	1014 	512 	502 

Both cohorts improved, the current 10<sup>th</sup> graders improved by 29 points total score, and the current 11<sup>th</sup> graders improved by 41 points total score, which is even better news as these scores are used to notify colleges and universities. There is still a ways to go to equip BCHS students to perform at the same level as their peers in LAUSD overall, but they are closing the gap year to year.

### **Summer School and Credit Recovery.**

This year, the school also moved to adding a credit recovery program called Acellus to its A-G approved curriculum. Several other local charters use this program to assist students in making up courses they had previously failed. 105 students are using this program. This is in addition to the 80 students who are currently enrolled for summer school through Opportunities for Learning, which will also meet on the BCHS campus.

I think it would be wise for the board and YPICS admin to discuss the impact on the integrity of the academic program that is being made by these credit recovery programs. There is a point at which a critical mass of students taking these courses could shift the inertia given to the development of a mastery-based academic program, and move it in the direction of a completion-based attendance program.

### **College News**

One more senior student was accepted to her first-choice school this month. She received her acceptance letter to CSU Northridge. She had received numerous other acceptance letters, but really wanted to go to school close to home. We are happy for her and her senior cohort for receiving acceptance letters to six great colleges and universities.

### **Professional Development**

Two of our advisors are attending AP by the SEA this summer in order to receive training for opening two more AP courses at BCHS next year. AP English Literature and AP Spanish will be added, joining the already existing AP English Language and AP Biology. Other staff have expressed an interest in also opening additional AP courses in upcoming years.

There has been discussion amongst the YPICS Academic Team of a “choose-your-own” professional development platform called Alludo. This would include badging and/or micro-credentialing options for staff to grow in targeted skills and receive official skill recognition within the organization. Presentations to faculty and final decision-making are yet to come.

## SAC

Our School Advisory Council held its monthly meeting in early May. In addition to discussing plans for next year's academic program, the group voted on and approved an aggressive plan to place branding and advertising for the school. New light pole banners, new sweatshirts, scarves and hats, and fence signs are all in the works.

# Single Pole Banner

## 3'w x 8'h

Left Side Front



Left Side Back



cont....



Mr. Ruiz and Ms. Fuentes have worked diligently with me to plan, design, and execute these branding initiatives in the hope that the HS will solidify its enrollment pipeline for future years.

## **Climate and Culture**

Interviews are underway for the Coordinator of Culture and Climate. We are very excited about bringing on a person with significant experience in education, social service, counseling, and restorative justice.

We have interviewed 5 applicants and are continuing to recruit and paper screen more possible interview candidates. This is a decision that we want to really nail, as it will immensely improve the overall climate and culture of the school, as well as the capacity of the office team to more effectively carry out the roles and responsibilities for which they were hired. The stress of farming out the role typically handled by the CCC is taking a toll on all of us, and creating friction amongst team members. It will be wonderful to bring this new colleague on board.



# Coversheet

## Executive Director's Report

**Section:** III. ITEMS SCHEDULED FOR INFORMATION  
**Item:** J. Executive Director's Report  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** YPICS Executive Director Report May 2018 Final.pdf



## **YPI CHARTER SCHOOLS EXECUTIVE DIRECTOR'S REPORT**

**May 21, 2018**

*The mission of YPI Charter Schools (YPICS) is to:*

- *Prepare students for academic success in high school, as well as post-secondary education.*
- *Prepare students to be responsible and active participants in their community.*
- *Enable students to become life-long learners.*

*Students at YPICS will become active citizens who characterize the ideals of a diverse and democratic society. Students will provide service to their community, take responsibility for their own learning, and develop the habits of mind and body that will empower them to be successful in high school and beyond.*

### **CCSA:**

#### **Budget May Revision Proposes \$21.1 Million for Charter Facilities Shortfall**

Today, May 11, Governor Jerry Brown released the May Revision to the State Budget proposal for the 2018-19 fiscal year. The May Revision updates the fiscal projections from when the Governor first released his budget proposal in January. CCSA issued a statement on the May Revision today.

Overall, the May Revision reflects an increase in revenues of \$8 billion more than was projected in January. The Governor proposes that most of these increases be used for one-time purposes and to increase reserves. Despite the large overall state funding increase, under the funding guarantee of Proposition 98 for schools, the May Revision only projects a minor additional ongoing increase of \$68 million in 2018-19 and one-time adjustments to prior years of about \$660 million compared to January Budget estimates.

Highlights for charter public schools include a one-time current year increase of \$21.1 million to the Charter School Facility Grant Program, bringing total funding for 2017-18 to \$133.2 million. Thank you to all the schools who testified before budget committees and sent letters to support this critical funding! Without this backfill, schools in the program would face an estimated 20% cut to their facilities grants for this year.

The May Revision also retains a base increase for SB 740 grants; however, the increase has been reduced slightly from \$28.3 million proposed in January to \$24.7 million, for a total base program-funding amount of \$136.8 million.

Other adjustments for K-12 education include:

- An increase in the Local Control Funding Formula (LCFF) funding of an additional \$320 million, enough to increase the formula base rates by a total of 3 percent, slightly above the

statutory cost of living adjustment. These additional resources build upon the \$3 billion provided in the Governor's Budget to fully fund the formula in 2018-19.

- An additional \$286 million for one-time block grants, providing more than \$2 billion in total one-time discretionary funding to schools in 2018-19 (about \$330 per pupil).
- An increase to the statewide Cost-of-Living Adjustments from 2.51 percent in the Governor's Budget to 2.71 percent in the May Revision, and \$10.6 million to selected categorical programs, including special education, to reflect the COLA change.

## **State:**

### ***From School Services of California –***

#### **SBE Adopts Revised ESSA State Plan at Special April Meeting**

In a special meeting on Thursday, April 12, 2018, the State Board of Education (SBE) unanimously agreed to submit the state's revised Every Student Succeeds Act (ESSA) State Plan to the U.S. Department of Education (ED). SBE and California Department of Education (CDE) staff is confident that ED will approve this latest version of the plan after working closely with ED staff over the last several months.

ESSA, which replaced the No Child Left Behind Act in December 2015, requires each state to submit a State Plan detailing how it will use federal dollars in its implementation of standards, assessments, accountability, and assistance programs. California expects to receive approximately \$2.4 billion this year in funding through ESSA, which is around 3% of the state's total education budget. Without an ESSA State Plan approved by ED, these federal funds are at risk of being withheld.

The entire process took two years as SBE and CDE worked to develop California's State Plan and then deal with ED's strict interpretation of the law. SBE had originally planned on voting for the revised plan at last month's meeting, but decided to postpone voting on some of the more challenging items in order to give themselves and the public more time to fully understand the implications of the proposed changes. The delay seemed to pay off as SBE members appeared to be well versed on the changes and had limited questions on the item.

One of the major updates included in the approved plan is the methodology for identifying at least the lowest performing 5% of Title I schools, a requirement under ESSA. Originally, SBE wanted to identify the lowest performing Title I schools within local educational agencies (LEAs) identified for differentiated assistance under the Local Control Funding Formula (LCFF), but ED applied a strict interpretation of the statute and required states to identify individual schools for assistance statewide, independent of their LEA. SBE agreed to staff's recommendation to use the California School Dashboard to identify the lowest performing Title I schools based on indicators that are:

- All red
- All red except one of another color
- All red or orange
- Totaling five or more with the majority being red

When using fall 2017 Dashboard results, this methodology identifies roughly 6.2% of Title I schools for assistance; however, the ESSA State Plan criteria will be applied to the fall 2018 data, so it is unclear how many schools will be identified under this methodology. Additionally, it's important to note that

*YPICS Agenda – May 21, 2018*

two new indicators—Chronic Absenteeism and College/Career—will have performance levels for the first time in the 2018 Dashboard.

Last month there was concern amongst the SBE, as well as the public, that the proposed revisions would move California away from a single coherent accountability system that addresses both state and federal requirements to a bifurcated system where federal accountability is based on proficiency only and state accountability is based on both achievement and improvement. SBE and CDE staff explained that even though ED’s statutory interpretation is that the academic achievement, graduation rate, and English language proficiency indicators must be based on current year data only, they were able to find a way to satisfy ED’s interpretation and still use the “status” and “change” components of the Dashboard in the plan. For purposes of federal reporting, the ESSA State Plan will treat the “status” and “change” components of the Dashboard as separate indicators with “status” as the required indicator and “change” as an additional indicator, keeping the LCFF’s framework intact.

In addition to adopting the revised ESSA State Plan, the SBE also unanimously adopted staff’s recommendation to pursue a waiver of the ESSA statute for the English learner proficiency indicator (ELPI), in order to allow California to maintain its current calculation of the ELPI that includes reclassified students and long-term English learners. The waiver request is necessary since ED’s statutory interpretation is that this indicator may only include students who are English learners in the current school year.

The SBE will officially submit California’s ESSA State Plan the week of April 16, 2018, and is confident that the adopted version keeps its overarching goal of having one cohesive accountability system intact while staying true to the tenets of the LCFF.

### **The True Cost of Pension Reform**

Local educational agencies (LEAs) in the state of California have been grappling with the increasing cost pressures that resulted from the acknowledgement that both the California State Teachers’ Retirement System (CalSTRS) and California Public Employees’ Retirement System (CalPERS) have significant unfunded liabilities. The Public Employees’ Pension Reform Act of 2013 implemented changes in benefits and creditable compensation in an effort to stem increases for new members. However, the unfunded liabilities for current members still placed both plans under significant financial strain.

Employer contribution rates have risen sharply over the last five years and continue to face steep climbs in the future. CalSTRS employer contribution rates are legislatively approved, while CalPERS employer contribution rates are approved each spring by the CalPERS Board. The employer contribution rates are listed in Figure 1.

<b>Figure 1: Effective Employer Contribution Rates</b>		
<b>Year</b>	<b>CalSTRS</b>	<b>CalPERS</b>
2013-14	8.250%	11.442%
2014-15	8.880%	11.771%
2015-16	10.730%	11.847%
2016-17	12.580%	13.888%
2017-18	14.447%	15.531%
2018-19	16.280%	18.062%

Assembly Bill (AB) 1469 (Chapter 47, Statutes of 2014), the CalSTRS full funding plan, was passed on the heels of the Local Control Funding Formula (LCFF), a formula that promised a return of purchasing power to LEAs that was lost during the Great Recession. Now that the LCFF is facing full implementation in the 2018-19 fiscal year, it is a good time to take a look at the financial impact of AB 1469 on an LEA’s budget. Based on exhibits from the California Department of Education’s (CDE) website, the commitment to LCFF over its first six years is projected to total nearly \$20 billion as shown in Figure 2.

**Figure 2: Implementation of Local Control Funding Formula**

Year	Increase From Prior Year Due to Additional Funding	Cumulative Effect
2013-14	\$2,067,140,000	\$2,067,140,000
2014-15	\$4,721,970,000	\$6,789,110,000
2015-16	\$5,994,417,000	\$12,783,527,000
2016-17	\$2,941,980,000	\$15,725,507,000
2017-18*	\$1,362,383,000	\$17,087,890,000
2018-19*	\$2,900,000,000	\$19,987,890,000

\*Estimated based on the CDE principal apportionment exhibit and the Governor’s 2018-19 January Budget Proposal

The increase in employer contribution rates for CalSTRS and CalPERS results in an ongoing commitment of more than \$2 billion annually as shown in Figure 3. The ongoing commitment represents 11.8% of new ongoing LCFF revenues and assumes no salary increases over a six-year period.

**Figure 3: Effect of CalSTRS and CalPERS Rate Changes and No Compensation Increases**

Year	Creditable Compensation	Increase From Prior Year Due to Rate Change	Cumulative Effect
2013-14	\$30,545,071,431	-	-
2014-15	\$30,545,071,431	\$170,418,076	\$170,418,076
2015-16	\$30,545,071,431	\$435,329,137	\$605,747,213
2016-17	\$30,545,071,431	\$579,054,027	\$1,184,801,240
2017-18	\$30,545,071,431	\$553,892,577	\$1,738,693,817
2018-19	\$30,545,071,431	\$610,944,581	\$2,349,638,398

Realistically, LEAs have increasing cost pressures on the natural due to step and column increases, as well as pressures from local bargaining units to raise wages for their employees. The combined effect of the increase in creditable compensation and the employer contribution rates represents an ongoing commitment of more than \$2.8 billion annually as shown in Figure 4.

**Figure 4: Effect of CalSTRS and CalPERS Rate Changes and Compensation Increases**

Year	Creditable Compensation	Increase From Prior Year Due to Rate Change	Cumulative Effect
2013-14	\$30,545,071,431	-	-
2014-15	\$32,482,423,566	\$181,682,887	\$181,682,887
2015-16	\$34,548,885,729	\$493,289,429	\$674,972,316
2016-17	\$35,995,508,209	\$682,409,210	\$1,357,381,526
2017-18**	\$37,266,149,648	\$675,734,485	\$2,033,116,011
2018-19**	\$38,581,644,731	\$771,802,053	\$2,804,918,065

**\*\*Estimated a 1.5% increase for step and column and 2% increase in creditable compensation over previous year's creditable compensation**

The ongoing commitment represents 14% of new ongoing LCFF revenues and equates to approximately \$467 per average daily attendance and will only continue to grow as the employer contribution rates continue to rise. It is estimated that by 2020-21, the cumulative impact of the rate increases will total more than \$4.1 billion.

LEAs were promised restoration in purchasing power when the LCFF was introduced; however, that promise was short-lived as the additional cost pressures, highlighted by AB 1469, were applied as a dollar-for-dollar reduction in new LCFF revenues. While everyone agrees that funding public pensions is fiscally prudent, it must be recognized that the cost of doing so is high and directly impacts the ability of LEAs to provide services for current students.

### **CalSTRS Unfunded Liability Increases, Post-PEPRA Member Contribution Rate To Increase**

Today, May 10, 2018, the California State Teachers' Retirement System (CalSTRS) Board adopted the latest actuarial valuation of the retirement system. Despite increases in contribution rates by members, employers, and the state, the funded ratio continues to slide, this year dropping from 63.7% to 62.6%, and the unfunded actuarial obligation (UAO or unfunded liability) increased from \$96.7 billion to \$107.3 billion.

This valuation reflects the decision made by the CalSTRS Board in February 2017 to assume an investment return of 7% instead of 7.25%, which resulted in an increase of \$8.7 billion in the UAO. The UAO also increased by \$4.5 billion because the contributions received during 2016-17 were not sufficient to cover the interest on the UAO. According to CalSTRS's actuary, Milliman, the UAO is expected to continue to grow for the next decade and then start declining.

Changes to the unfunded liability affect the three contributors in different ways.

#### **Employee Contribution Rate**

Under the Public Employees' Pension Reform Act of 2013 (PEPRA), post-PEPRA employees are required to pay at least one-half the normal cost of their benefits. Based on the valuation presented to the CalSTRS Board, the normal cost *did* increase by more than 1%, which is the threshold for increasing the post-PEPRA employee contribution rate. Therefore, the contribution rate for post-PEPRA employees ("2% at 62 members") will increase from 9.205% to 10.205% effective July 1, 2018.

#### **Employer Contribution Rate**

Because employer contribution rates are set in statute until 2020-21, there is no immediate effect on the employer contribution rate, which will increase from 14.43% in 2017-18 to 16.280% in 2018-19.

#### **State Contribution Rate**

For the second year in a row, the CalSTRS Board has used its authority to adjust the state contribution rate necessary to pay off the state's portion of the UAO. The state contribution rate can be increased by up to 0.5% annually, bringing the state contribution rate from 6.828% in 2017-18 to 7.328% in 2018-19. Annual increases to the state rate of 0.5% are expected for about five more years according to Milliman.

## **Report Confirms a Nationwide Increase in the Number of Students With Autism**

A report issued by the Centers for Disease Control (CDC) on April 26, 2018, supports what many local educational agencies (LEAs) have suspected for some time; there is a rise in the number of students identified with Autism Spectrum Disorder (ASD). LEAs in California have seen increases in the number of students eligible for Special Education for the last decade, even as the overall K-12 student population declines. The CDC has been tracking the prevalence of ASD in the U.S. since 1998. The new estimate reflects an increase of 1.7% (up from one in every 68 children in the 2016 report to one in 59 children in the 2018 report).

The report is based upon the Autism and Developmental Disabilities Monitoring (ADDM) Network's 2014 data collection. The ADDM provides estimates among children aged 8 years residing within 11 ADDM sites across the U.S. (there are none in California). The data provided through the CDC report states that among 8-year-olds, 1 in 59 has ASD. The ADDM sites represent an estimated 8% of all 8-year-olds in the U.S. and are not considered to be a representative sample of the entire U.S. In California, ASD represents 14% of the overall population of students with disabilities for 2016-17, up from 13% in 2015-16.

LEAs should consider comparing the ADDM site data to their local data as a part of their annual program planning. It is also important to make comparisons to statewide and regional data. Tracking and monitoring data related to the number and types of students served will help the LEA determine when or if it is necessary to create or phase out programs, shed light on the number of students being served with high-cost disabilities, as well as suggest potential areas of over identification.

## **An Overview of the 2018-19 Governor's May Revision**

### **Preface**

The May Revision represents Governor Jerry Brown's final State Budget proposal of his four terms as Governor of California. Also, it is the final statutory opportunity for the Governor to update his economic projections prior to enactment of the State Budget in June. Factors such as tax revenues, population growth, and competing state priorities are all detailed in the Governor's May Revision.

This year, there was positive news in January when the Governor announced his proposal to fully fund the Local Control Funding Formula (LCFF) in 2018-19, two years earlier than originally planned. He also proposed significant one-time discretionary funds scored against outstanding mandate claims, once again. And the Governor proposed to continue funding Career Technical Education (CTE) grants outside of the LCFF.

In the meantime, current-year state revenue collections through April are approximately \$4 billion higher than the January forecast, causing speculation on the impact on K-14 education funding, for both this year and next. Given the Proposition 98 tests that are in play, although the May Revision revenue forecast through 2018-19 is increased by \$8 billion, as we expected, the impact to the Proposition 98 minimum guarantee is minor. And, in keeping with the Governor's funding priorities, the ongoing revenues from the increase are largely used to provide a slight uptick in funding for the LCFF.

Additional one-time revenues generated from an increase in the Proposition 98 minimum guarantee for the current year are used to fund some additional one-time programs, but the most significant is an additional \$286 million to the January proposal to provide \$1.8 billion in one-time discretionary funds for 2018-19. CTE and Special Education are policy areas that have received more focus in this



legislative session than usual; however, the Governor does not make any significant ongoing proposal for Special Education and leaves his January CTE proposal mostly intact.

In this article, we focus on how significant K-12 proposals have changed since January.

### **Overview of the Governor’s Budget Proposals**

Governor Brown’s May Revision paints a bright, but cautious, fiscal picture, noting that the January 2018 State Budget proposal included a healthy reserve and that revenues have continued to grow since. Throughout the current fiscal year, state revenues have outpaced forecasts both before and during the important tax month of April. With this solid revenue base, Governor Brown is proposing a final May Revision that combines both long-term and one-time investments while setting aside funds for a rainy day.

Significant proposals outside of Proposition 98 include:

- Expanding the state’s Earned Income Tax Credit program to workers between the ages of 18-25 and above 64, and adjusting income limits to reflect the minimum wage increase to \$12 per hour in 2019
- Fully funding the Rainy Day fund to \$13.8 billion by the end of 2018-19 and an extra \$3.2 billion into the state’s traditional Budget reserve fund
- Placing the \$2 billion “No Place Like Home” bond on the November ballot, which would expand housing opportunities for Californians with mental illness

Finally, the Governor’s May Revision highlights a number of initiatives to combat homelessness, invest in infrastructure, and fight climate change.

### **The Economy and Revenues**

#### **Economic Outlook**

Themes from the January Budget that include both good news and recession warnings continue with the Governor’s May Revision. While acknowledging the increased revenues and the economy’s overall strong fiscal health, in his press conference, Governor Brown once again brought out the now familiar charts—one showing that all periods of surplus are followed by years of deficits and the other illustrating that, by the end of 2018-19, the U.S. will have matched the longest recovery in modern history—to emphasize that another recession is just around the corner. While the May Revision assumes the continued expansion of the economy, it is founded on prudent fiscal policies—building the state’s reserves and avoiding substantial new ongoing obligations.

The full implications of the new federal tax law are still unknown and actions by the federal government could have an outsized effect on California’s economy. While the federal tax changes are providing a temporary boost to the national and California economies, there are long-term consequences that could affect future economic growth. In addition, even a moderate recession could severely impact the state’s revenues for several years to come as capital gains—the state’s most volatile revenue source—make up the largest share of personal income tax receipts.

The national unemployment rate as of March 2018 held steady at 4.1% while California’s unemployment rate held at 4.3%—tying the record low set in February 2018. However, stock market volatility appears to be back in play after record breaking increases.



## State Revenues

While revenue projections are once again up as part of the May Revision compared to the Governor's January Budget, unlike in previous years, this is not translating into a windfall for education. Personal income tax revenues have been revised up almost \$4.4 billion due to the strong stock market, higher wages, and stronger concentration of income among high-income earners. Sales tax receipts and corporation tax revenues have also been revised up by \$744 million and \$2.5 billion, respectively. Total General Fund revenues are up \$1.3 billion in 2016-17, \$3.5 billion in 2017-18, and \$3.1 billion in 2018-19 compared to the January estimates. The average year-over-year growth from 2016-17 through 2021-22 is projected to be 4.1%, with total General Fund revenues increasing from \$128.6 billion in the current year to \$145.9 billion in 2021-22.

As noted, the May Revision does not anticipate a recession, but acknowledges and plans for economic risks. The U.S. real gross domestic product growth is projected at 3% in 2018 and 2019, but falling to 1.9% starting in 2020.

### Proposition 98

As expected, the Proposition 98 minimum guarantee remains relatively flat from the Governor's Budget despite the significant infusion of state General Fund revenues. The May Revision increases the minimum guarantee by a total of \$727 million for fiscal years 2016-17 through 2018-19 (\$252 million in 2016-17, \$407 million in 2017-18, and \$68 million in 2018-19), attributing the growth largely to increases to General Fund revenues and projected per capita personal income for 2018-19. The 2018-19 minimum guarantee is increased to \$78.4 billion from \$78.3 billion proposed in the January Budget. The May Revision changes the operative test for 2018-19 from Test 3—funding based on per capita General Fund revenue growth, plus 0.5%—to Test 2—funding based on changes in per capita personal income, which precludes the creation of a maintenance factor.

Of note, the Governor proposes a new Proposition 98 minimum guarantee certification process. The minimum guarantee is currently required to be jointly certified by the State Superintendent of Public Instruction, the Community College Chancellor, and the Department of Finance (DOF) nine months after the close of the fiscal year. However, according to the Administration, the last time the minimum guarantee was certified was for fiscal year 2008-09. Instead, the May Revision proposes an alternative process whereby the DOF will publish a final calculation of the prior-year minimum guarantee, inclusive of its factors, with the May Revision, triggering a public comment period. If there are no challenges, the certification becomes final by October 1. Any funding provided above the minimum guarantee may be used as credit toward future minimum guarantee obligations and any amount owed would be paid over a specified period.

### Cost-of-Living Adjustment and Average Daily Attendance

The May Revision includes a cost-of-living adjustment (COLA) for many K-12 education programs, including the LCFF. The statutory COLA for K-12 education is based on the annual average percentage change in value of the federally maintained Implicit Price Deflator for state and local governments and is calculated to be 2.71% for the 2018-19 fiscal year, a slight increase from the 2.51% estimated in January. For the LCFF, the Governor proposes a modest augmentation above the statutory COLA, bringing the total to a 3.00% increase to the LCFF base grant target rates. Those programs outside of the LCFF will receive the statutory 2.71% COLA.

With full funding of the LCFF targets proposed to be reached with the 2018-19 Budget, the COLA will have a more direct impact on the LCFF funding received by most local educational agencies (LEAs) compared to during the implementation phase when COLAs were applied to the LCFF target.

Programs outside the LCFF, including Special Education, Child Nutrition, Foster Youth, Preschool, American Indian Education Centers, and American Indian Early Childhood Education, will receive the statutory COLA of 2.71%.

Average daily attendance (ADA) for the upcoming fiscal year is expected to remain flat. However, as a result of an increased ADA in 2016-17, LCFF funding for school districts, county offices of education (COEs), and charter schools under the LCFF will increase by \$46.8 million in 2017-18 and by \$42.6 million in 2018-19.

### Local Control Funding Formula

The Governor’s 2018-19 May Revision continues the Governor’s intent of fully funding the LCFF in the budget year with an increase of approximately \$3.2 billion, up almost \$300 million from the January State Budget proposal. The additional funding includes the increased COLA as well as provides a modest augmentation to the formula.

### LCFF Target Entitlements for School Districts and Charter Schools

The LCFF provides funding to transition all school districts and charter schools toward target funding levels and provides supplemental and concentration grants to increase or improve services for students who are not English language proficient, who are from low-income families, or who are in foster care.

The target base grants by grade span for 2018-19 increase by the combined statutory COLA of 2.71% and additional LCFF funding for a total increase of 3.00%, an upward adjustment from January’s 2.51% COLA estimate.

Grade Span	2017-18 Target Base Grant Per ADA	3.00% Increase*	2018-19 Target Base Grant Per ADA
TK-3	\$7,193	\$216	\$7,409
4-6	\$7,301	\$219	\$7,520
7-8	\$7,518	\$226	\$7,744
9-12	\$8,712	\$261	\$8,973

\*Combined statutory COLA of 2.71% and additional LCFF funding

The 2018-19 Transitional Kindergarten (TK)-3 grade span adjustment (GSA) for class-size reduction (CSR) is also 3.00% higher from 2017-18 at \$771 per ADA, as well as the grade 9-12 GSA at \$233 per ADA, in recognition of the need for CTE courses provided to students in the secondary grades.

In addition to the base grants, school districts and charter schools are entitled to supplemental increases equal to 20% of the adjusted base grant (which includes CSR and CTE funding) for the percentage of enrolled students who are English learners, eligible for the free and reduced-price meals program, or in foster care (the unduplicated pupil percentage). An additional 50% per-pupil increase is provided as a concentration grant for the percentage of eligible students enrolled beyond 55% of total enrollment.

### LCFF Transition Entitlements and Gap Funding

The difference between an LEA’s current funding and its target entitlement is called the LCFF gap, and it is this gap that is funded with the additional dollars dedicated each year to implementation of the LCFF. For 2018-19, the Governor’s Budget proposes to move from 97% implemented to fully close the LCFF funding gap—two years ahead of the intended 2020-21 implementation date.

The table below shows the DOF’s LCFF gap percentages through 2018-19:

<b>District and Charter School LCFF Funding and Gap Closure</b>					
<b>(Dollars in Millions)</b>					
	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
LCFF Funding	\$4,722	\$5,994	\$2,942	\$1,362	\$3,160
Gap Closure %	30.16%	52.56%	56.08%	45.17%	100.00%
COLA	0.85%	1.02%	0.00%	1.56%	3.00%*
*Statutory COLA plus proposed augmentation					

Pupil transportation and Targeted Instructional Improvement Grants continue as separate add-ons to the LCFF allocations and do not receive a COLA.

The Administration also proposes to continuously appropriate funding for LCFF and the annual COLA.

**Fiscal Transparency**

The Governor’s Budget cited expressed concerns about the direct services being provided to the students that generate LCFF dollars. The Governor’s May Revision expands the January Budget proposal by requiring LEAs to show how supplemental grants increase and improve services for high-need students and including parent-friendly, graphical representations of information, when possible.

**County Offices of Education**

COEs receive funding under a similar funding formula, with funding provided in recognition of direct instructional services for pupils in juvenile court schools and community schools and an allocation for countywide services based on the number of school districts and total ADA within the county. As of 2014-15, the LCFF for COEs is fully implemented and, therefore, LCFF increases for COEs in 2018-19 are provided through the estimated COLA only, with COEs that are at their LCFF target receiving a 2.71% increase. COEs that are more than 2.71% above their LCFF target will receive no additional funding through the formula in the budget year.

**Special Education**

The Governor’s May Revision continues to provide only modest funding for Special Education programs. In addition to increasing the statutory COLA to 2.71%, the Governor continues to propose \$100 million in one-time funding for programs to increase and retain Special Education teachers.

The May Revision sustains \$10 million in ongoing funding for Special Education Local Plan Areas (SELPAs) to work with COEs in providing technical assistance to LEAs focused on improving the academic outcomes of students with disabilities as part of the statewide system of support, and continues to propose \$167 million to establish an “Inclusive Education Expansion Program” for children ages 0 to 5, to improve school readiness and long-term academic outcomes for low-income children and children with exceptional needs.

The May Revision continues to include proposals that revise Special Education budget transparency and accountability by requiring SELPAs to complete a SELPA local plan template that aligns the services and resources noted in the local plan with the goals identified in their member districts' Local Control and Accountability Plans (LCAPs) and to summarize how a SELPA's planned expenditures and services align with the improved student outcome strategies noted in the SELPA's plan.

In January, the Governor proposed \$100 million in one-time funding for Teacher Workforce Development targeted to Special Education teacher preparation, \$50 million to support locally sponsored Special Education teacher preparation programs, and \$50 million in competitive grants to develop or expand locally identified solutions to the Special Education teacher shortage. There are no changes to the Special Education teacher workforce development proposals in the May Revision.

### **Child Care and State Preschool**

The May Revision proposes modest, largely technical, adjustments to Governor Jerry Brown's January Budget proposals for Child Care and the State Preschool program. It retains the Governor's proposals to increase provider reimbursement rates and full-day state preschool slots for LEAs, fulfilling a three-year agreement he made with the Legislature. New with the release of the May Revision is a one-time \$11.8 million proposal to increase federal funds to support an Early Math Initiative to provide early math resources, such as professional development and coaching opportunities for teachers, as well as provide early math learning opportunities for preschool and kindergarten children.

The May Revision increases California Work Opportunity and Responsibility to Kids investments by \$104 million to reflect changes in the caseload and the cost of care. Finally, as a result of the slight increase in COLA estimated in January, child care and preschool investments increase by \$4 million.

### **Discretionary Funds**

The Governor's May Revision proposes more than \$2 billion in one-time discretionary funds for LEAs, which equates to approximately \$344 per ADA. This is an increase of \$286 million to the \$1.8 billion proposed in January. Like prior years, these funds would be available for expenditure at the discretion of LEAs and would be used to offset LEAs' outstanding mandate reimbursement claims on a dollar-for-dollar basis. The 2018-19 State Budget Summary notes that this infusion, coupled with past years' payments, reduces the outstanding amount owed to LEAs for mandates to \$972 million.

### **School Facilities and Proposition 39**

Despite calls to sell more school bonds to address the backlog of school construction projects that are waiting for state matching grants, the May Revision makes no significant changes to the Governor's Budget proposal to issue \$640 million in Proposition 51 bonds in fiscal year 2018-19.

The 2017-18 Budget Act included provisions to expend unencumbered Proposition 39 (2012) funds to support school bus retrofit or replacements, low- or no-cost energy loans, and a competitive grant program to fund energy efficiency or generation projects. The California Energy Commission has initiated public input on these programs.

### **Federal Programs**

At the May Revision, the Governor reiterates that California's relationship with the federal government has never been more uncertain, noting actions of the federal government "could easily overwhelm the state's fiscal capacity." The Governor notes that the increasing federal deficit "caused by the tax bill will

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also create more pressure for the federal government to cut spending programs through rescissions or some other mechanism.”

In March 2018, President Donald Trump signed the fiscal year 2018 spending bill that increased funding for Every Student Succeeds Act (Title I) and Special Education by nearly \$300 million nationally for each program.

### **Career Technical Education**

The Governor’s May Revision continues to include \$200 million in ongoing funding to establish a K-12 specific component of the community college-administered Strong Workforce Program. The May Revision amends the Governor’s January proposal to clarify elements of the program, including:

- Clarifies that the grant decisions for the K-12 component will be made exclusively by the K-12 Selection Committee established under the proposal
- Clarifies the requirements that apply to the new K-12 component of the Strong Workforce Program (language is not yet available)
- Builds a new role for the Technical Assistance Providers established under the California Career Pathways Trust Program, and further clarifies roles and responsibilities of the Workforce Pathway Coordinators
- Provides additional resources to consortia for administering the regional grant process, including resources to support the K-12 Selection Committee duties

### **System of Support**

The May Revision retains the Governor’s January Budget investments to build a state infrastructure to support local continuous improvement efforts. Specifically, the Governor’s Budget included a \$55.2 million investment for COEs to work with LEAs under their jurisdiction that are identified for differentiated support per the new California School Dashboard. The Governor also proposed \$4 million to provide eight competitive grants to COEs to serve as lead agencies to provide resources, training, and support to other COEs in their roles as differentiated support providers. The May Revision retains these proposed investments.

New with the May Revision are proposals to improve community engagement and school climate as LEAs continue to enhance local practices around the LCAP development and adoption. To this end, the Governor proposes a \$13.3 million one-time investment, under the system of support, to create the Community Engagement Initiative intended to build the capacity of LEAs to effectively engage their communities with an eye toward improving student outcomes. Additionally, the Administration proposes a one-time \$15 million investment to expand the Multi-Tiered Systems of Support to improve school climate through programs such as positive behavioral interventions and support, restorative justice, social and emotional learning, bullying prevention, trauma-informed practice, and cultural competency. These additional investments are part of and compliment the Governor’s January system of support proposals.

Finally, the May Revision includes a \$5 million increase for the California Collaborative for Educational Excellence to cover estimated costs of services in 2018-19.

### Charter Schools

For charter schools, in addition to the increased COLA (2.71%) applied to the LCFF and additional one-time funding, the Charter School Facility Grant Program is increased in 2017-18 by \$21.1 million and then reduced in 2018-19 by \$3.6 million to align available funding with program participation.

### In Closing

While the Governor notes that we are in the second longest economic recovery on record and we are overdue for a recession, his forecasts do not include any potential effects of the next recession. California is now the fifth largest economy in the world based on gross domestic product. And even though California imposes a relatively high tax burden on its taxpayers, its resources committed to educating our youth still lag behind most states in our country, even states without the high revenue profile that California enjoys. And, even with full funding of the initial targets for the LCFF, the original goal was merely to restore the purchasing power that K-12 education had in 2007-08. This has become a fallacy as much of the restored funding has been absorbed by the increases in pension contributions.

Further, California’s reliance on the volatile income tax, made even more so by the continued reliance on capital gains from the top 1% of earners, means that funding for public education is highly sensitive to economic and personal income fluctuations as compared with that of other states. The Governor referred to this volatility in his May Revision remarks: “How do you ride the tiger?” Until something changes, it seems that California is destined to have higher volatility and lower levels of funding than other states for public education.

All in all, the May Revision is slightly better for public education than the January Budget, but given the automatic cost increases LEAs are facing, it’s a significant challenge to merely maintain current programs, let alone augment them. In fact, many LEAs are making budget reductions. We continue to believe that the best plan of action is to maintain a suitable level of local reserves, exercise caution at the bargaining table, and prepare budgets and projections on a reasonably conservative basis. This is especially true as there will be a new person in the Governor’s office and in other key state policy positions come next year.

### Estimates of Out-Year COLAs Now Available

Along with the Governor’s 2018-19 May Revision, the Department of Finance has released revised estimates of the statutory cost-of-living adjustments (COLAs) after 2018-19. The table below illustrates the COLAs along with the Local Control Funding Formula (LCFF) gap funding in each year:

	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Statutory COLA	1.56%	2.71% (3% for LCFF)	2.57%	2.67%
LCFF Gap Funding %	45.17%	100.00%	–	–

To assist you in preparing your LEA’s multi-year projections, we will be updating SSC’s, Financial Projection Dartboard and LCFF Simulator in the coming days to reflect this latest information. Stay tuned...



**District:**

On May 1, 2018, the Los Angeles Board of Education, on a 5-2 vote, selected Austin Beutner as the new Superintendent of the Los Angeles Unified School District.

**YPICS:**

The SB 740 application will be submitted for Bert Corona Charter School by the end of May for the 2018-2019 school year. Although the reimbursement for facilities costs is not fully funded, it does provide funding for our schools on non-district sites and is essential for their long-term fiscal health.

The YPICS community is busy preparing the 2018-2019 LCAP updates, which will be reviewed by the school's SSC, SAC, or PAC before submission for approval at the June 28th Board meeting.

May 29<sup>th</sup> will mark the 100<sup>th</sup> Birthday Celebration for Bert Corona. His son, Ernesto Corona and his wife, Angelina Corona visited BCCS and BCCHS last week to film and to engage in conversations with students, teachers, and staff about what Bert Corona's life has meant to the school's mission and vision. All were excited to meet them both and eagerly shared how they continue to live out the legacy that Bert Corona has left behind. The Corona Family has invited staff and students to be their guest at their upcoming Gala on Friday, May 18<sup>th</sup>. Both Ernesto and Angelina have agreed to be guest speakers at both the BCCS and BCCHS culmination and graduation ceremonies in June.

# Coversheet

## Consent Items

**Section:** IV. CONSENT AGENDA ITEMS

**Item:** B. Consent Items

**Purpose:** Vote

**Submitted by:**

**Related Material:**

Recommendation to approve 2018 2019 Instructional Calendars.pdf

Bert Corona Charter.pdf

Recommendation to approve software, instructional materials and resources and communication tools for all sites.pdf

Recommendation to approve Agreement to Amend Charters to Board Approved District Required Language.pdf

EXHIBIT A Policies & DRL.PDF





## YPI CHARTER SCHOOLS

May 21, 2018

**TO:** YPI Charter Schools  
Board of Directors

**FROM:** Yvette King-Berg  
Executive Director

**SUBJECT: Recommendation to approve 2018-2019 calendars**

### BACKGROUND

At the January 2018 meeting of the Board of Directors, the Executive Administrative Team began a discussion that would lead up to the approval of the 2018-2019 Instructional Calendar.

### ANALYSIS

Many of the students of YPICS have siblings that attend traditional LAUSD schools. Historically, YPICS have maintained higher ADA rates when the YPICS calendars are more closely aligned to the LAUSD instructional calendar. Therefore, the attached schedules are aligned to the LAUSD instructional calendar as much as possible. However, YPICS calendars depict our commitment to teacher professional development days, almost a day a month, throughout the school year beginning with a ten-day teacher institute on at the beginning of the school year. On some days there will not be exact alignment, that's the YPICS way, committed to supporting teacher professional development and supporting our families.

### RECOMMENDATION

It is recommended that the YPICS Board of Directors approve the 2018-2019 Instructional Calendars.

**AGREEMENT TO AMEND CHARTER TO INCORPORATE  
LAUSD BOARD-APPROVED DISTRICT REQUIRED LANGUAGE  
BERT CORONA CHARTER**

**INTRODUCTION**

This Agreement to Amend Charter to Incorporate LAUSD Board-Approved District Required Language (“Agreement”) is made between the Los Angeles Unified School District (“LAUSD” or “District”), a California public school district, and YPI Charter Schools, Inc., a California non-profit corporation, operating a California public charter school known as Bert Corona Charter (“Charter School”). The District and Charter School are sometimes referred to herein as the “Parties” and/or individually as a “Party.”

This Agreement is to be read in conjunction with and shall expressly revise the existing charter of Charter School, which was most recently approved, renewed or materially revised by the Los Angeles Unified School District Board of Education on or about **May 13, 2014** (“Charter”). The effective date of this Agreement is the date of the last signature executed by a Party. Should there be a conflict between this Agreement and the existing charter of the Charter School, this Agreement shall control.

**RECITALS**

A. WHEREAS, on April 3, 2018, the LAUSD Board of Education, in a public meeting, approved the “District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions” (“DRL”);

B. WHEREAS, also on April 3, 2018, the LAUSD Board of Education approved authorized District staff to administratively amend the charters for District-authorized independent charter schools that do not currently have the DRL, which includes the Charter for Charter School, with mutual consent of the Parties;

C. WHEREAS, each District-authorized independent charter school’s charter currently includes a version of District required language (either the DRL or otherwise) that was current at the time of that charter’s approval. District required language contains, in part, required provisions pursuant to the Charter Schools Act and other applicable statutes; the Modified Consent Decree and provision of special education services; recent legislation that applies to charter schools; applicable District policies; and procedures and requirements related to health and safety, insurance and indemnification, closure, and school sites/facilities;

D. WHEREAS, while each District-authorized independent charter school’s charter term is for a period of time as set forth in its charter (potentially up to five years), the District required language therein may be revised as federal laws, state laws, and District policies change over time;

**AGREEMENT TO AMEND CHARTER TO INCORPORATE  
BOARD-APPROVED DISTRICT REQUIRED LANGUAGE  
BERT CORONA CHARTER**

E. WHEREAS, the DRL is intended to, among other things, provide additional transparency to all stakeholders, including parents, community members and other entities, about the responsibilities of the District as the authorizer and the accountabilities of the Charter School as the provider of public school education; and

F. WHEREAS, Parties desire to amend the Charter, pursuant to Education Code sections 47607(a) and 47607(b), by replacing the existing District required language therein with the DRL, subject to and as noted below.

**NOW, THEREFORE**, in consideration of the foregoing recitals, in reliance upon the foregoing representations, and the covenants and agreements set forth herein, the Parties hereby acknowledge the adequacy of the consideration given for this Agreement and, notwithstanding any provision to the contrary set forth in the Charter, the Parties hereto expressly agree as follows:

### **TERMS AND CONDITIONS**

1. **Incorporation of Introduction and Recitals.** The Introduction and Recitals sections set forth above are incorporated into the Terms and Conditions portion of this Agreement.
2. **The DRL:** Except as set forth in Paragraph 3 herein below, the Charter is hereby amended, whereby all existing District required language is stricken and replaced with the DRL attached hereto as Exhibit "A" which is incorporated herein by reference.
3. **Dispute Resolution Process:** All provisions, including, but not limited to, the terms, procedures, and timelines, set forth in Element 14 (entitled, "Mandatory Dispute Resolution") existing in the Charter on the date a Dispute (as that term is defined therein) is initiated by a Party shall be applicable and remain in full force and effect from the initiation of the Dispute through its final conclusion. As an example, if a Party initiated a Dispute on April 15, 2018, the provisions of Element 14 existing in the Charter as of April 15, 2018 (not the DRL) would govern the entire mandatory dispute process for the Parties, even if this Agreement is executed prior to the final conclusion of the Dispute.
4. **Public School Choice Resolution Charter Schools:** Independent charter schools that are part of the District's Public School Choice ("PSC") Resolution program have additional PSC-related provisions. The PSC-related provisions will remain in effect.
5. All other provisions of the Charter shall remain in full force and effect.

**AGREEMENT TO AMEND CHARTER TO INCORPORATE  
BOARD-APPROVED DISTRICT REQUIRED LANGUAGE  
BERT CORONA CHARTER**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered in their respective names by their authorized representatives as of the date set forth below.

DATED: \_\_\_\_\_  
Month/Day/Year

BERT CORONA CHARTER  
("Charter School")

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Representative

DATED: \_\_\_\_\_  
Month/Day/Year

LOS ANGELES UNIFIED SCHOOL DISTRICT  
("District")

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Authorized Representative

**AGREEMENT TO AMEND CHARTER TO INCORPORATE  
BOARD-APPROVED DISTRICT REQUIRED LANGUAGE  
BERT CORONA CHARTER**



## YPI CHARTER SCHOOLS

May 21, 2018

**TO:** YPI Charter Schools  
Board of Directors

**FROM:** Yvette King-Berg  
Executive Director

**SUBJECT: Recommendation to approve software, instructional materials and resources and communication tools for all sites**

### BACKGROUND

There are a number of software site licenses, other instructional materials and resources, and communication tools that all the YPICS sites utilize on a regular basis. Prior to the start of the school year, the tech staff works to have all licenses updated and signed to ensure that all necessary upgrades and information are in place.

### ANALYSIS

*One Call Now and Remind* are the automated broadcast messaging notification systems the YPICS schools utilize to send out messages to parents via the telephone. These tools has been effective in communicating emergency closures, changes in schedules, attendance calls, informational messages, and reminders via a phone blast to all 900 students. Both services are free.

*Achieve 3000* provides daily differentiated instruction for nonfiction reading and writing that are precisely tailored to each student's Lexile® reading level. YPICS began to use Achieve 3000 as part of the GEAR UP program. Some of the YPICS schools will not need to pay to have access to these resources as it is part of the grant. However, some licenses we will need to pay to continue to have access to these services as the grant cohort moves forward to the next grade levels.

The other materials listed on the attached list reflect the variety of programs utilized by site and the related costs.

*Aleks Assessment and LEarning in Knowledge Spaces* is a Web-based, artificially intelligent assessment and learning system. ALEKS uses adaptive questioning to quickly and accurately determine exactly what a student knows and doesn't know in a course. ALEKS then instructs the student on the topics she is most ready to learn. As a student works through a course, ALEKS periodically reassesses the student to ensure that topics learned are also retained. ALEKS courses

are very complete in their topic coverage and ALEKS avoids multiple-choice questions. A student who shows a high level of mastery of an ALEKS course will be successful in the actual course she is taking.

*iObservation* is the only system where you can find Charlotte Danielson's teacher evaluation framework, Dr. Robert Marzano's official research-based strategies for teacher effectiveness, and Dr. Douglas Reeves' standards-based dimensions for leadership performance.

Electronic access to Danielson's Framework for Teaching, Dr. Marzano's Art and Science of Teaching Observation and Feedback Protocol, and Dr. Reeves' Leadership Performance Matrix can only be found on iObservation, helping districts use data that connect effective classroom instruction and leadership practices to student learning gains.

## **RECOMMENDATION**

It is recommended that the Board of Directors approve the contracts and expenditures presented here to maintain continuity and ongoing use of communication, management and instructional tools for the YPICS.

***Attachments: Invoices for Achieve3000 and Aleks; instructional materials and resources list for organization by site***



## YPI CHARTER SCHOOLS

May 21, 2018

**TO:** YPI Charter Schools  
Board of Directors

**FROM:** Yvette King-Berg  
Executive Director

**SUBJECT: Recommendation to approve Agreement to Amend Charters to Board Approved District Required Language**

### BACKGROUND

In November of 2017, the LAUSD Board approved new District Required language (DRL) for charter schools that are more favorable than the current DRL that exist in all charter approved before this November Board Meeting. In April many charter leaders united in strong support of Item #10 of the LAUSD Board meeting, the staff recommendation for “Approval of District Policies and District Required Language for Independent Charter Schools”. We asked that the board vote to approve this recommendation, which makes common sense updates to policy and process related to the District Required Language (DRL).

These policy updates, supported by both District staff and charter leaders, represent a win-win that forwards our shared goal of creating a clean, consistent, transparent, collaborative authorizing environment. Board approval of this recommendation will improve accountability, and allow District staff and educators to focus time and resources on student outcomes. The board supported the authorization to have the DRL added to previously approved charters.

### ANALYSIS

Many charter school legal firms, including ours, reviewed, revised, and vetted the most recent DRL. It makes sense that all of the YPICS be governed by the same set of criteria and expectations. Additionally, charter schools will not have to abide by every single district policy developed by the board or district staff. The LAUSD Board also agreed that Independent Charter Schools only need to adhere to the ten attached LAUSD Board approved procedures. Any future policy additions and or considerations would need to go back before the LAUSD Board for approval.

**RECOMMENDATION**

It is recommended that the YPICS Board of Directors approve the Agreement to Amend the all YPICS to LAUSD Board approved DRL, which include the ten approved LAUSD Policies identified for Independent Charter Schools to comply.



# **EXHIBIT “A”**

**District Required Language for Independent Charter School Petitions  
(New and Renewal) and Material Revisions**

### District Policies Applicable to LAUSD-Authorized Independent Charter Schools

The following list of District policies are subject to change with notice to charter schools. This list is in addition to all other requirements that are outlined in the document entitled "District Required Language." Moreover, this list does not include District policies specific and facilities related agreements (e.g. Proposition 39, co-location, etc.)

	DOCUMENT	PURPOSE
1.	Administrative Procedures for Charter School Authorizing	The administrative procedures are designed to guide the work of the Charter Schools Division (CSD) of the Los Angeles Unified School District (LAUSD) and to give charter school governing boards, administrators, staff and the public a clear understanding of its authorizing practices. This document contains the administrative procedures that implement the LAUSD's Policy for Charter School Authorizing, as previously approved by the Board of Education in January 2010.
2.	Cumulative Records for Public School Choice and Charter Schools [BUL-5528.0]	The purpose of this Bulletin is to clarify the procedure for providing cumulative records to charter schools that are conversion charter schools or were chartered as part of Public School Choice.
3.	District Policy Regarding Transfer of Cumulative Records Between District and Charter Schools [BUL-6118]	When students transfer between district schools and charter schools, it is important to provide the complete cumulative records to the student's new school. This bulletin outlines procedures regarding transfer of cumulative records including the requirement that charter schools provide a copy of the complete cumulative record of a student who has transferred as quickly as possible, no later than 10 schooldays after it is requested.
4.	Educational Rights and Guidelines for Youth in Foster Care, Experiencing Homelessness and/or Involved in the Juvenile Justice System [BUL-6718.0]	This Bulletin provides information related to the educational rights of identified Specialized Student Populations.
5.	English Learner Master Plan 2012	Pursuant to state and federal laws, charter schools are required to develop an English learner master plan outlining how it would provide an effective English language acquisition program that also affords meaningful and equitable access to Charter School's core academic curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful. Charter schools may adopt and implement LAUSD's English Learner Master Plan, or implement the Charter School's own English Learner Master Plan. This policy document would apply to those charter schools who choose to adopt and comply with LAUSD's English learner Master Plan.

### District Policies Applicable to LAUSD-Authorized Independent Charter Schools

The following list of District policies are subject to change with notice to charter schools. This list is in addition to all other requirements that are outlined in the document entitled “District Required Language.” Moreover, this list does not include District policies specific and facilities related agreements (e.g. Proposition 39, co-location, etc.)

	DOCUMENT	PURPOSE
6.	Keeping Parents Informed: Charter Transparency (Res-017-15/16)	This LAUSD Board of Education Resolution requires charter schools to notify all parents, guardians and teachers in writing within 72 hours when the District issues a Notice of Violations, a Notice of Intent to Revoke and/or the Recommendation for Notice of Non-renewal; and that the notification include the District’s rationale for the action, if provided by the District. It further sets forth the requirement for charter schools to have information available to parents and staff regarding safety and facilities, curriculum, staff, governance structure and financial management, food services, admissions, student demographic rates, audited financial statements, and LCAP.
7.	Policy For Charter School Authorizing	The purpose of this policy is to provide a framework to guide the Board of Education and District staff in establishing a coordinated and coherent approach to fulfilling its authorizing responsibilities effectively and promoting the quality of the schools it charters.
8.	<p>School Discipline:</p> <ul style="list-style-type: none"> <li>School Discipline Policy and School Climate Bill of Rights (Res-2013)</li> <li>Discipline Foundation Policy: School-Wide Positive Behavior Intervention and Support [BUL-6231.0]</li> </ul>	The LAUSD is committed to providing safe and healthy school environments that support all students in every aspect of their well-being. LAUSD students, staff and parents value fair and consistent guidelines for implementing and developing a culture of discipline based on positive behavior interventions and away from punitive approaches that infringe on instructional time. Furthering the District’s commitment to create safe, supportive school environments, the Los Angeles Board of Education adopted the “School Discipline Policy and School Climate Bill of Rights” on May 14, 2013. Since then, LAUSD has been hard at work transforming our discipline policies to build safe, respectful, positive school cultures through mutual respect and cooperation. These overarching efforts include school-wide positive behavior intervention and support (SWPBIS), alternatives to suspension, and Restorative Justice approaches. The Discipline Foundation Policy bulletin incorporates changes in the District policy relating to school discipline resulting from the Board Resolution-2013 School Discipline Policy and School Climate Bill of Rights.

### District Policies Applicable to LAUSD-Authorized Independent Charter Schools

The following list of District policies are subject to change with notice to charter schools. This list is in addition to all other requirements that are outlined in the document entitled “District Required Language.” Moreover, this list does not include District policies specific and facilities related agreements (e.g. Proposition 39, co-location, etc.)

	DOCUMENT	PURPOSE
9.	Special Education: <ul style="list-style-type: none"> <li>• Special Education Policies and Procedures Manual</li> <li>• Section 504 of the Rehabilitation Act of 1973 [BUL-4692.6]</li> </ul>	As a “public school of the District” as defined in Education Code section 47641(b) for purposes of special education, charter schools must adhere to LAUSD’s Special Education Policies and Procedures Manual. The purpose of the Special Education Policies and Procedures Manual is to assist school personnel to understand and practice consistent with Federal, State, and District requirements. The Manual is designed to be used as a structured process for implementing special education policies; reference for answering questions; staff development tool; and a source for resources of support and assistance.
10.	Uniform Complaint Procedures (UCP) [BUL-5159.7]	



# Los Angeles Unified School District

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## **District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions**

**Updated November 3, 2017**

LOS ANGELES UNIFIED SCHOOL DISTRICT  
Charter Schools Division  
333 South Beaudry Avenue, 20th Floor  
Los Angeles, CA 90017  
213-241-0399

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## District Required Language for Independent Charter School Petitions (New and Renewal) and Material Revisions

Dear Applicants:

On the following pages, you will find the “District Required Language” (“DRL”) that must be included in a comprehensive independent charter school petition.\*

### Please follow the instructions below:

- Check the Charter Schools Division website (<http://charterschools.lausd.net>) to ensure that this document is the current version of the DRL, as it may be changed from time to time.
- Provide the “Assurances, Affirmations, and Declarations” page (the first two pages of the DRL) at the beginning of the petition, immediately after the table of contents.
- Place the DRL for each Element at the beginning of the Element under the Element heading. Use the Element headings provided in the DRL, including the statutory language for each Element.
- Highlight all DRL in gray, as shown here, to facilitate easy identification of the DRL within the petition. Do not highlight any other text in gray.
- On the “Assurances, Affirmations, and Declarations” page, replace “[Charter School]” with the name of the proposed charter school and replace “[short form of school name]” with an appropriate identifier.
- Do not add, delete, or change any provision of the DRL other than the instruction above.**
- Ensure that all other provisions in the charter petition do not duplicate and are otherwise consistent with the provisions of the DRL.**

**\*NOTE: Public School Choice (PSC) charter schools seeking renewal must include in their renewal petitions the PSC-specific version of the DRL. Other charter schools, such as conversion independent and non-classroom based charter schools, may be required to include context-specific DRL as well.**

## Assurances, Affirmations, and Declarations

[Charter School] (also referred to herein as “[short form of school name]” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 47605(d)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Ed. Code § 47605(d)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(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 school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of 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. (Ed. Code § 47605(d)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(2).)

Charter School hereby declares that Charter School, operated as or by its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School’s employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.



NOTE: This Charter contains specific “District Required Language” (DRL), including the *Assurances, Affirmations, and Declarations* section above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the DRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the DRL for any given section of the Charter. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL contained in the addendum, the provisions of the DRL addendum shall control.

## **Element 1 – The Educational Program**

*“The educational program of the charter school, designed, among other things, to identify those whom the charter 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.” (Ed. Code § 47605(b)(5)(A)(i).)*

*“The annual goals for the charter school 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.” (Ed. Code § 47605(b)(5)(A)(ii).)*

*“If the proposed charter 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.” (Ed. Code § 47605(b)(5)(A)(iii).)*

## **LOCAL CONTROL FUNDING FORMULA (LCFF) AND LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)**

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Los Angeles County Superintendent of Schools and the Charter Schools Division (CSD) on or before July 1. In accordance with Education Code sections 47604.33 and 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. Charter School shall comply with all requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update to the local control and accountability plan.” (Ed. Code § 47606.5(e).)

## **ACADEMIC CALENDAR AND SCHEDULES**

Charter School shall offer, at a minimum, the number of minutes of instruction set forth in Education Code section 47612.5, and the number of school days required by California Code of Regulations, title 5, section 11960.

## **MATHEMATICS PLACEMENT**

Charter School shall comply with all applicable requirements of the California Mathematics Placement Act of 2015.

## **TRANSITIONAL KINDERGARTEN**

Charter School shall comply with all applicable requirements regarding transitional kindergarten. For purposes of admission to Charter School, transitional kindergarten shall be considered a part of kindergarten, and therefore students enrolled in transitional kindergarten at Charter School shall be considered existing students of Charter School for purposes of Charter School's admissions, enrollment, and lottery.

## **HIGH SCHOOL EXIT EXAMINATION**

Charter School shall comply with all applicable requirements of Education Code sections 60850 – 60859, including but not limited to the requirements of sections 60851.6 and 60852.3.

## **WASC ACCREDITATION**

If Charter School serves students in grades 9-12, before Charter School graduates its first class of students, Charter School shall obtain, and thereafter maintain, Western Association of Schools and Colleges (WASC) accreditation.

## **ENGLISH LEARNERS**

Charter School shall identify potential English Learners in a timely manner in accordance with all applicable legal requirements. Charter School must provide all English Learners with an effective English language acquisition program that also affords meaningful and equitable access to Charter School's core academic curriculum. Instructional plans for English Learners must be (1) based on sound educational theory; (2) adequately supported with trained teachers and appropriate materials and resources; and (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

On an annual basis, upon request, Charter School shall submit a certification to the LAUSD Charter Schools Division (CSD) that certifies that Charter School has adopted and is implementing either the LAUSD English Learner Master Plan *or* Charter School's own English Learner (EL) Master Plan. If Charter School chooses to implement its own EL Master Plan, the plan shall provide a detailed description of Charter School's EL program, and shall address the following:

- How Charter School’s EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language acquisition program as well as meaningful and equitable access to Charter School’s core academic curriculum
- How English Learners’ specific needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

Each year, Charter School shall provide to the CSD a report on its annual evaluation of the effectiveness of its EL program. Upon request, Charter School shall provide a copy of its current EL Master Plan to the CSD.

Charter School shall administer the CELDT/ELPAC annually in accordance with federal and state requirements.

Charter School shall reclassify English Learners in accordance with federal and state requirements.

Charter School shall provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding Charter School matters to the same extent as other parents.

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act of 2004.

### **Special Education Program**

Charter School shall ensure that no student otherwise eligible to enroll in Charter School shall be denied, directly or indirectly, admission due to a disability or to Charter School’s inability to provide necessary services. Charter School acknowledges that policies and procedures are in place to ensure the recruitment, enrollment, service, and retention of students with disabilities at LAUSD-authorized charter schools, including Charter School.

Prior to LAUSD Board of Education approval of an initial Charter petition, and if a renewing Charter School intends to operate as a “school of the district” for special education services, Charter School shall execute a Memorandum of Understanding (“MOU”) by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with applicable state law and the LAUSD Special Education Local Plan Area (“SELPA”) Local Plan for Special Education and shall be considered a “public school of the District” for purposes of Special Education pursuant to Education Code Section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641 (a) either

on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b).

### **SELPA Reorganization**

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding (“MOU”), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

### **Modified Consent Decree Requirements**

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree (“MCD”) and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

As part of fulfilling the District’s obligations under the MCD, student level data requests from District-operated and Charter-operated charter schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s (“OIM”) required format in accordance with the OIM’s required timelines and as follows:

- End of Year Suspension

District ID, SSIS ID, last name, first name, date of birth, gender, grade, date of suspension, number of days suspended, and reason for suspension.

- Statewide Assessment Data

The standard file including District ID.

- Norm day  
District ID, SSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.
- CBEDS
- All Students enrolled as of December 1 of each school year  
  
District ID, SSIS ID, last name, first name, date of birth, gender, grade, location code, school name and local district for all students enrolled on norm day.
- Dropout  
District ID, SSIS ID, last name, first name, middle name, date of birth, grade, last location, school name and local district
- Monthly SESAC and Suspension data
- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District’s integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

**Element 2 – Measurable Pupil Outcomes and  
Element 3 – Method by which Pupil Progress Toward Outcomes will be Measured**

*“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes 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 schoolwide 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.” (Ed. Code § 47605(b)(5)(B).)*

*“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.” (Ed. Code § 47605(b)(5)(C).)*

## **MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM**

Charter School shall meet all statewide content and performance standards and targets. (Ed. Code §§ 47605(c)(1), 60605.)

Charter School shall comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

## **STANDARDIZED TESTING**

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date California Longitudinal Pupil Achievement Data System (CALPADS) data in accordance with the requirements of California Code of Regulations, title 5, section 861. Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

## **Element 4 – Governance**

*“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.”* (Ed. Code § 47605(b)(5)(D).)

## **GENERAL PROVISIONS**

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to CSD within 30 days of adoption.

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School’s website will satisfy this requirement.

The District reserves the right to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(b).



## **LEGAL AND POLICY COMPLIANCE**

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.<sup>1</sup>

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

Charter School shall comply with the Brown Act and the Public Records Act.

Charter School and all employees and representatives of Charter School, including members of Charter School's governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity standards, and LAUSD charter school policy, regarding ethics and conflicts of interest. Charter School shall enter into all transactions and conduct business with all persons and entities at arm's length or, in the case of otherwise permissible related party transactions, in a manner equivalent to arm's length.

Charter School shall notify parents, guardians, and teachers in writing within 72 hours of the issuance of a Notice of Violation, Notice of Intent to Revoke, Final Decision to Revoke, Notice of Non-Renewal, or equivalent notice, by the LAUSD Board of Education.

## **TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES**

Charter School shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and section 504 of the Rehabilitation Act of 1973 ("Section 504"), including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School shall notify all of its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by Title IX or Section 504.

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Charter School, that Charter School does not discriminate on the basis of sex or mental or

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<sup>1</sup>The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including but not limited to all applicable requirements of California Code of Regulations, title 5, section 4600 et seq.

Charter School shall adhere to all applicable federal and state laws and regulations regarding pupil fees, including Education Code sections 49010 - 49013, and extend its uniform complaint procedure to complaints filed pursuant to Education Code section 49013.

Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the Local Control Funding Formula legislation provisions set forth in Education Code section 52075.

### **RESPONDING TO INQUIRIES**

Charter School, including its nonprofit corporation shall promptly respond to all reasonable inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. Charter School acknowledges that Charter School, including but not limited to its nonprofit corporation, is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General. Charter School shall provide the District with current, complete, and accurate contact information for Charter School, Charter School administrators, and Board members.

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations, or breach of the Charter, is received or discovered by the District, Charter School, including but not limited to its nonprofit corporation, employees, and representatives, shall cooperate with any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

Charter School acknowledges and agrees that persons and entities that directly exercise control over the expenditure of Charter School's public funds shall be subject to all necessary and appropriate District charter school oversight.

### **NOTIFICATION OF THE DISTRICT**

Charter School shall notify the Charter Schools Division (CSD) in writing of any citations or notices of workplace hazards, investigations by outside governmental regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g., loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the CSD in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the CSD within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

### **STUDENT RECORDS**

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in



accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

## **PARENT ENGAGEMENT**

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her parent cannot, has not, or will not provide volunteer service to Charter School.

## **FEDERAL PROGRAM COMPLIANCE**

As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

## **Element 5 – Employee Qualifications**

*“The qualifications to be met by individuals to be employed by the charter school.” (Ed. Code § 47605(b)(5)(E).)*

## **EQUAL EMPLOYMENT OPPORTUNITY**

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

## **ESEA/ESSA AND CREDENTIALING REQUIREMENTS**

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

### **Element 6 – Health and Safety Procedures**

*“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).)*

## **HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN**

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates on a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District’s Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other LAUSD campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan (“Plan”), which must include but is not limited to provisions for building and site emergency evacuation, the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School’s requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.

Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

### **CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of schoolsite services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

### **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the

same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

### **SAFE PLACE TO LEARN ACT**

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

### **SUICIDE PREVENTION POLICY**

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

## **Element 7 – Means to Achieve Racial and Ethnic Balance**

*“The means by which the school will achieve a 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.” (Ed. Code § 47605(b)(5)(G).)*

### **COURT-ORDERED INTEGRATION**

Charter School shall comply with all requirements of the *Crawford v. Board of Education, City of Los Angeles* court order and the LAUSD Integration Policy adopted and maintained pursuant to the Crawford court order by the District's Student Integration Services (collectively the “Court-ordered Integration Program”). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD.

Charter School has set forth below its initial plan for achieving and maintaining the LAUSD's Racial and Ethnic Balance goal of a 70:30 or 60:40 ratio. (*Ratio represents the percentage of Predominantly Hispanic Black Asian Other (PHBAO) compared to Other White (OW)*). The written plan lists specific dates and locations of recruitment activities that Charter School will undertake in order to achieve the District's Racial and Ethnic Balance goal. Charter School shall monitor the implementation and outcomes of the initial plan, and modify it as necessary throughout the term of the Charter to achieve the District's goal. Upon request, Charter School shall provide the District with a copy of its current written plan.

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

## **Element 8 – Admission Requirements**

*“Admission requirements, if applicable.” (Ed. Code § 47605(b)(5)(H).)*

### **DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES**

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter. These records shall be made available to the District upon request.

### **HOMELESS AND FOSTER YOUTH**

Charter School shall adhere to the provisions of the federal McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment.

Charter School shall comply with all applicable federal and state laws regarding homeless and foster youth, including but not limited to the provisions of AB 379 (2015) and Chapter 5.5 (commencing with Section 48850) of Part 27 of Division 4 of Title 2 of the Education Code, as amended from time to time. Charter School shall extend its uniform complaint procedure to complaints filed pursuant to the applicable provisions of AB 379.

### **NON-DISCRIMINATION**

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student’s IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

## Element 9 – Annual Financial Audits

*“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.” (Ed. Code § 47605(b)(5)(I).)*

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

The following reports will be submitted to LAUSD, in the required format and within timelines to be specified by LAUSD, each year:

- a. Provisional Budget – Spring prior to operating fiscal year
- b. Final Budget – July of the budget fiscal year
- c. First Interim Projections – November of operating fiscal year
- d. Second Interim Projections – February of operating fiscal year
- e. Unaudited Actuals – July following the end of the fiscal year
- f. Audited Actuals – December 15 following the end of the fiscal year
- g. Classification Report – monthly according to Charter School’s Calendar
- h. Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

- P1, first week of January
  - P2, first week of April
- i. Instructional Calendar – annually five weeks prior to first day of instruction
  - j. Other reports as requested by the District

## Element 10 – Suspension and Expulsion Procedures

*“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(5)(J).)*

### GENERAL PROVISIONS

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.



Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g. truancy or excessive tardiness.

### **STUDENTS WITH DISABILITIES**

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

In the case of a student who has an Individualized Education Program ("IEP"), or a student who has a Section 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and section 504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a Section 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

- A. Was the misconduct caused by, or directly and substantially related to the student's disability?
- B. Was the misconduct a direct result of the Charter School's failure to implement Section 504?

### **NOTIFICATION OF THE DISTRICT**

Upon expelling any student, Charter School shall notify the Charter Schools Division by submitting an expulsion packet to the CSD immediately or as soon as practicable, which shall contain:

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed

- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and the MCD, including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
  - A. Was the misconduct caused by, or directly and substantially related to the student's disability?
  - B. Was the misconduct a direct result of Charter School's failure to implement Section 504 Plan?

Notwithstanding and apart from the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

### **OUTCOME DATA**

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the District upon request.

### **REHABILITATION PLANS**

Pupils who are expelled from Charter School shall be given a rehabilitation plan upon expulsion as developed by Charter School's governing 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. Terms of expulsion should be reasonable and fair with the weight of the expelling offense taken into consideration when determining the length of expulsion. Therefore, the rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may apply to Charter School for readmission. Charter School shall inform parents in writing of its processes for reinstatement and applying for expungement of the expulsion record.

### **READMISSION**

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board shall readmit the pupil, unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any



related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

### **REINSTATEMENT**

Charter School's governing board shall adopt rules establishing a procedure for processing reinstatements, including the review of documents regarding the rehabilitation plan. Charter School is responsible for reinstating the student upon the conclusion of the expulsion period in a timely manner.

### **GUN-FREE SCHOOLS ACT**

Charter School shall comply with the federal Gun-Free Schools Act.

## **Element 11 – Employee Retirement Systems**

*“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.” (Ed. Code § 47605(b)(5)(K).)*

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School's participation in, and/or coverage of its staff members by, the State Teachers' Retirement System (CalSTRS), the Public Employees' Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan's requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School's existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

## **Element 12 – Public School Attendance Alternatives**

*“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(b)(5)(L).)*

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If LAUSD is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

### **Element 13 – Rights of District Employees**

*“The rights of an 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.” (Ed. Code § 47605(b)(5)(M).)*

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

### **Element 14 – Mandatory Dispute Resolution**

*“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(b)(5)(N).)*

#### **GENERAL PROVISIONS**

Any claim, controversy or dispute between the District and Charter School arising out of or relating to this Charter, except for any claim, controversy or dispute related to the authorization (non-renewal, revision and/or revocation) of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys' fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party's attorneys' fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys' fees, costs and/or expenses, or mediator's or arbitrator's fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

## **PROPOSITION 39 DISPUTES**

Any Dispute related to or arising out of Education Code §47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 *et seq.* (“Proposition 39”), shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and all supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise, all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director  
Charter Schools Division  
Los Angeles Unified School District  
333 South Beaudry Avenue, 20<sup>th</sup> Floor  
Los Angeles, California 90017

Director/Principal  
[Charter School Name]  
[Charter School Address]

- 2) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If

the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

### **NON-PROPOSITION 39 DISPUTES**

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

Unless directed otherwise all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director  
Charter Schools Division  
Los Angeles Unified School District  
333 South Beaudry Avenue, 20<sup>th</sup> Floor  
Los Angeles, California 90017

Director/Principal  
[Charter School]  
[Charter School Address]

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

## **Element 15 – Charter School Closure Procedures**

*“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter 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.” (Ed. Code § 47605(b)(5)(O).)*

### **REVOCATION OF THE CHARTER**

The District may revoke the Charter pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. The District may revoke the Charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

### **CLOSURE ACTION**

The decision to close Charter School, by the governing board of Charter School must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(j)(1) and 47607(f), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process;; the governing board of Charter School votes to close Charter School; or the Charter lapses.

### **CLOSURE PROCEDURES**

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

#### **Designation of Responsible Person(s) and Funding of Closure**

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

#### **Notification of Closure Action**

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.



2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to the CSD.

### **Records Retention and Transfer**

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.



3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

### **Financial Close-Out**

After receiving notification of closure, the California Department of Education (CDE) will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar liabilities. The CDE may ask the county office of education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budgets
2. Interim financial reports
3. Second interim financial reports
4. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

### **Disposition of Liabilities and Assets**

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated as or by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for wind-up of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide LAUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. Make final federal tax payments (employee taxes, etc.)
- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation

undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## **Additional Provisions**

### **FACILITIES**

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

#### **District-Owned Facilities**

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1<sup>st</sup> or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30<sup>th</sup> of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
  - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
  - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- Minimum Payments or Charges to be Paid to District Arising From the Facilities:
  - (i) Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

- (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
  - (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
  - (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

### **Non-District-Owned Facilities**

**Occupancy and Use of the Site:** Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.



**Facility Compliance:** Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

**Pest Management:** Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

**Asbestos Management:** Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

## **INSURANCE**

### **Insurance Requirements**

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] or the equivalent provided through a California Joint Powers Authority self-insurance program to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

It shall be Charter School's responsibility, not the District's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by 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 \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 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.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. *The policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

### **Evidence of Insurance**

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28<sup>th</sup> Floor, Los Angeles CA 90017 within 30 calendar days of all



new policies, inception, renewals or changes, certificates, or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

*“Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed.”*

Facsimile or reproduced signatures may be acceptable upon review by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys’ fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys’ fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless “the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

## **FISCAL MATTERS**

### **District Oversight Costs**

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School’s revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

### **Cash Reserves**

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

**Third Party Contracts**

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

**Special Education Revenue Adjustment/Payment for Services**

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

**Student Body Funds**

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

**Audit and Inspection of Records**

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,

- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days notice to Charter School. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24-hours notice.

### **Fiscal Policies and Procedures**

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

### **Apportionment Eligibility for Students Over 19 Years of Age**

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

### **Local Control and Accountability Plan**

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." (Ed. Code § 47606.5(b).)

## Coversheet

### Recommendation to approve Cesar Lopez as a New YPICS Board member

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** A. Recommendation to approve Cesar Lopez as a New YPICS Board member  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Cesar Lopez Resume.pdf

6934 Enfield Avenue  
 Reseda, CA 91335  
 (310) 880-0231 | (818) 826-2328  
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## CESAR ARTURO LOPEZ

### SUMMARY

Results-oriented, civic minded educational professional, and judicious financial planner serving in education field for the past 17 years. Full command over all aspects of educational planning and management. Extensive and proven skills in building and inspiring collaborative high achieving academic and administrative teams with the most at-risk student populations in Los Angeles.

### PROFESSIONAL ACHIEVEMENTS

#### SCHOOL OPERATIONS

**Successfully opened** and operated two new-construction high schools under exceptional circumstances.

**Collaboratively led** conversion charter school co-location with two district schools to be a model co-location site.

**Positively expanded** educational opportunities to families by converting high school into a span school to include middle school grades.

**Effectively transformed and re-structured** special education program into a “full-inclusion” program, serving the full spectrum of special education needs in inclusive classrooms, while increasing special education enrollment by 90%.

#### INSTRUCTIONAL LEADERSHIP

**Transformed** alternative school instructional program, resulting on API growth of 246 points over two-year tenure ('04-'05 and '05-'06).

**Founded** innovative new high school serving most at-risk students, and implemented a competency-based instructional model, resulting in three-year growth trend of 129 API points (Last 3 years of API, '10-'11, '11-'12, and '12-'13).

**Negotiated and led** implementation of innovative instructional programs (Talent Development, Diploma Plus, Dataworks EDI) in collaboration with school district, universities, and other third party non-profit groups.

**Implemented 1:1 Chromebook** initiative, efficiently equipping every student with a Chromebook and providing access to adopted digital resources.

#### SCHOOL FINANCE

**Responsibly led** new charter school conversion through substantial fiscal deficit to fiscal surplus, and on trend to exceptional fiscal health.

**Collaboratively managed, procured, and delivered** final-construction school sites. Brought on board after multiple-year delays, change-orders over budget, and disputes amongst all parties involved.

### SKILLS

**Outstanding** written and verbal communication skills.

**Bilingual** in Spanish in both written and verbal forms.

**Wide-ranging understanding** of public education funding, fiscal planning, and budget development and implementation.

**Extensive leadership** skills at all levels of education keen on collaboration and service.

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## WORK HISTORY

### **EXECUTIVE DIRECTOR, APEX ACADEMY – PAZLO EDUCATION FOUNDATION, LOS ANGELES, CA**

July 2012 - Present

### **FOUNDING PRINCIPAL, APEX ACADEMY, LAUSD, LOS ANGELES, CA**

August 2007 – June 2012

### **ORGANIZATIONAL FACILITATOR, EAST VALLEY HS – JOHNS HOPKINS UNIVERSITY, LAUSD**

August 2006 – July 2007

### **PRINCIPAL, MISSION HIGH SCHOOL, LAUSD, PACOIMA, CA**

August 2004 – July 2006

### **TEACHER/UNION CHAPTER CHAIR/COORDINATOR - LAUSD, VARIOUS LOCATIONS**

September 1998 – July 2004

**Social Sciences Department Chair.** Taught students to create standards-based projects in a technology-rich classroom.

**Technology Coordinator.** Responsible for the purchasing, set up, and maintenance of school's instructional technology plan. Member of the writing and implementation team of Digital High School Grant for school site.

**UTLA Chapter Chair/Lead Teacher.** Responsible for mediation and communication between the faculty and administration in contractual issues.

**Parent/Teacher Liaison.** In charge of the implementation of the parent component of school plan. Planned, and set up parent workshops for school year.

**Work Experience/Night School Coordinator.** Responsible for enrollment, counseling and instruction of youth who were employed full-time.

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## EDUCATION

### **CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS, 2013-2016**

Innovative School Leadership Initiative

### **LOS ANGELES UNIFIED SCHOOL DISTRICT, NEW ADMINISTRATOR ACADEMY, 2005**

Administrative Services Credential Tier II Training Curriculum. New Administrator Academy.

### **MASTER OF EDUCATION, UCLA, 2004**

Principal Leadership Institute. Master of Education in Administrative and Policy Studies in Education. California Tier I Preliminary Administrative Services Credential.

### **CA TEACHING CREDENTIAL, CSUN, 1999**

Professional Clear Teaching Credential. Secondary Single Subject CLAD, Social Sciences.

### **B. A., UCLA, 1997**

Baccalaureate of Arts in Political Science with an Education Studies Minor.

## REFERENCES

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Educational Options Administrator, Los Angeles Unified School District  
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### **JASON HILL**

CEO/Executive Director, Young Warriors, Inc.  
(818) 205-5566, [jason@youngwarriors.org](mailto:jason@youngwarriors.org)

# Coversheet

## Recommendation to approve the YPICS April 2018 Financials

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** B. Recommendation to approve the YPICS April 2018 Financials  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 17-18 Board Packet YPICS 18.04.pdf



**KEY POINTS**

- *As of Month 9, Bert Corona High School and Monsenor Oscar Romero are significantly underenrolled.*
- *Expenditures for all schools have been adjusted due to underenrollment.*
- *Combined Net Income for YPICS without Prop 1D revenue is projected to be \$264K.*
- *Operating Cash on hand at June 30th is forecasted to be \$3,072K*

INCOME STATEMENT	FY 17-18 YTD			FY 17-18 Forecast						FY 16-17 Actual	
	Actual YTD	Budget YTD	Variance B/(W)	Total Actual	% of Total	Total Budget	% of Total	Variance B/(W)	% Var	15-16	% of Total
LCFF	6,521,293	6,726,421	(205,127)	8,737,930	30%	9,235,004	61%	(497,074)	-6%	7,877,262	45%
Federal Revenue	3,176,489	3,160,066	16,423	4,278,434	15%	4,193,871	28%	84,563	2%	5,199,526	30%
State Revenue	8,339,585	1,166,723	7,172,862	15,914,902	55%	1,468,397	10%	14,446,505	91%	4,165,228	24%
Other Local Revenue	158,972	56,714	102,258	196,711	1%	67,606	0%	129,105	66%	210,003	1%
Grants/Fundraising	32,254	56,667	(24,413)	35,803	0%	60,000	0%	(24,197)	-68%	55,962	0%
<b>TOTAL REVENUE</b>	<b>18,228,593</b>	<b>11,166,591</b>	<b>7,062,002</b>	<b>29,163,780</b>		<b>15,024,878</b>		<b>14,138,902</b>		<b>17,507,981</b>	
Certificated Salaries	2,618,812	2,874,322	255,510	3,250,675	22%	3,529,620	24%	278,945	9%	3,022,520	21%
Classified Salaries	1,531,707	1,509,242	(22,464)	1,891,054	13%	1,874,698	13%	(16,357)	-1%	1,714,611	12%
Benefits	1,504,015	1,570,428	66,413	1,845,472	13%	1,891,323	13%	45,851	2%	1,558,836	11%
Student Supplies	998,180	1,533,286	535,106	1,487,927	10%	1,795,696	12%	307,769	21%	1,636,851	11%
Operating Expenses	4,672,667	4,334,713	(337,954)	5,508,521	38%	5,184,243	35%	(324,278)	-6%	6,192,779	43%
Other	458,244	373,002	(85,242)	552,469	4%	454,148	3%	(98,321)	-18%	337,168	2%
<b>TOTAL EXPENSES</b>	<b>11,783,625</b>	<b>12,194,993</b>	<b>411,369</b>	<b>14,536,119</b>		<b>14,729,728</b>		<b>193,608</b>		<b>14,462,765</b>	
<b>INCOME / (LOSS)</b>	<b>6,444,968</b>	<b>(1,028,403)</b>	<b>7,473,371</b>	<b>14,627,661</b>		<b>295,150</b>		<b>14,332,510</b>		<b>3,045,216</b>	
Less: Prop 1D revenue	(7,551,385)	0		(14,363,135)		0		(14,363,135)		(2,548,092)	
<b>ADJ INCOME / (LOSS)</b>	<b>(1,106,417)</b>	<b>(1,028,403)</b>	<b>(78,014)</b>	<b>264,525</b>		<b>295,150</b>		<b>(30,625)</b>	<b>0</b>	<b>325,776</b>	<b>0</b>

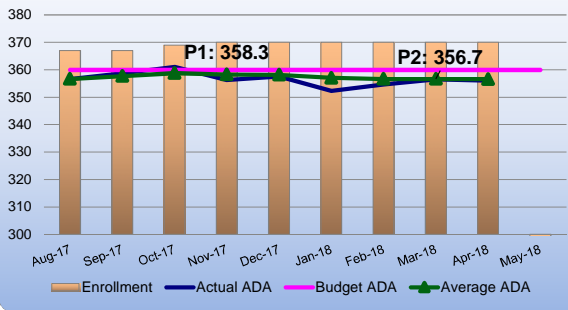
Balance Sheet	6/30/2017	3/31/2018	4/30/2018	6/30/2018 Forecast	Notes
<b>Assets</b>					
Cash	15,050,166	3,952,132	9,890,104	3,071,720	
Accounts Receivable	1,802,119	0	0	1,695,213	
Due From Others	222,894	199,939	203,146	53,146	
Other Assets	115,700	85,996	77,186	77,186	
Net Fixed Assets	7,135,382	17,578,451	19,477,597	26,280,038	
<b>Total Assets</b>	<b>24,326,262</b>	<b>21,816,517</b>	<b>29,648,032</b>	<b>31,177,302</b>	
<b>Liabilities</b>					
A/P & Payroll	2,447,081	1,964,410	144,435	389,249	
Due to Others	313,593	307,366	291,317	204,832	
Deferred Revenue	10,417,929	672,238	6,874,734	62,984	
Total Debt	3,321,092	7,738,224	8,066,010	8,066,010	
<b>Total Liabilities</b>	<b>16,499,694</b>	<b>10,682,238</b>	<b>15,376,497</b>	<b>8,723,074</b>	
<b>Equity</b>					
Beginning Fund Bal.	4,781,349	7,826,567	7,826,567	7,826,567	
Net Income/(Loss)	3,045,216	3,307,712	6,444,968	14,627,661	
<b>Total Equity</b>	<b>7,826,565</b>	<b>11,134,279</b>	<b>14,271,535</b>	<b>22,454,228</b>	
<b>Total Liabilities &amp; Equity</b>	<b>24,326,260</b>	<b>21,816,517</b>	<b>29,648,032</b>	<b>31,177,302</b>	



**Key Performance Indicators**

- ADA vs. Budget ● Cash on Hand ●
- Net Income / (Loss) ● Year End Cash ●

**2016-17 ADA & Enrollment**



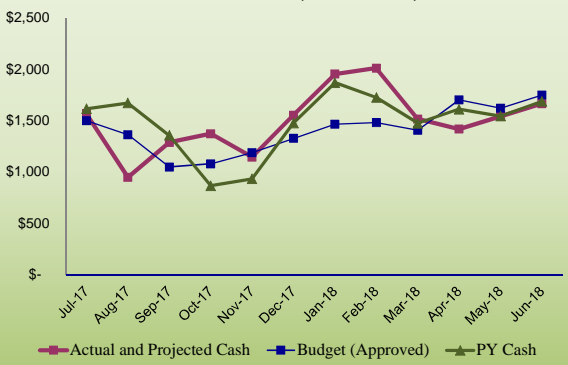
**KEY POINTS**

- P1 ADA 358.3
- P2 ADA 356.7
- Revenue is above budget by \$186K
- Expenses are higher than budget by \$205K
- Overall, net income is \$86K which is \$19K lower than budget.
- Cash on hand at June 30th is forecasted to be \$1,667K which represents 22% of total expense. Forecast assumes BCHS will be able to re-pay \$150K to BCCS by June 30th.

ADA Analysis						LCFF S&C Grant Factors			Revenue & Expenses per ADA		
Category	Actual through Month 9	Actual P2	Budgeted P2	Better/(Worse)	Prior Year P2	Category	Budget	Forecast	Category	Budget	Forecast
Enrollment	370	370	373	(3)	370	Unduplicated Pupil Count	312	319	Revenue	21,330	22,046
ADA %	96.6%	96.7%	96.5%	0.2%	97.0%	3-Year Average %	86.0%	87.1%	Rev. w/o Fundraising	21,246	22,025
Average ADA	356.59	356.67	359.95	(3.28)	358.09	District UPP	83.5%	83.5%	Expense	21,038	21,805

INCOME STATEMENT	FY 17-18 YTD			FY 17-18 Forecast					FY 17-18 Forecast without Federal grants				
	Actual YTD	Budget YTD	Variance B/(W)	Total Forecast	% of Total	Total Budget	% of Total	Variance B/(W)	Total Forecast	% of Total	Total Budget	% of Total	Variance B/(W)
LCFF	2,599,948	2,582,438	17,510	3,374,038	43%	3,398,105	44%	(24,067)	3,374,038	69%	3,398,105	72%	(24,067)
Federal Revenue	2,658,478	2,713,505	(55,028)	3,493,820	44%	3,405,107	44%	88,714	532,709	11%	477,995	10%	54,714
State Revenue	413,193	644,261	(231,067)	873,361	11%	808,984	11%	64,377	873,361	18%	808,984	17%	64,377
Other Local Revenue	114,293	29,635	84,659	114,316	1%	35,326	0%	78,990	114,316	2%	35,326	1%	78,990
Grants/Fundraising	7,500	28,333	(20,833)	7,500	0%	30,000	0%	(22,500)	7,500	0%	30,000	1%	(22,500)
<b>TOTAL REVENUE</b>	<b>5,793,412</b>	<b>5,998,172</b>	<b>(204,759)</b>	<b>7,863,035</b>		<b>7,677,521</b>		<b>185,514</b>	<b>4,901,923</b>		<b>4,750,409</b>		<b>151,514</b>
Certificated Salaries	959,901	1,005,179	45,278	1,193,958	15%	1,239,236	16%	45,278	1,167,958	24%	1,213,236	26%	45,278
Classified Salaries	580,583	536,230	(44,352)	712,441	9%	668,089	9%	(44,352)	663,142	14%	618,790	13%	(44,352)
Benefits	545,357	536,771	(8,586)	653,121	8%	646,361	9%	(6,759)	637,308	13%	630,548	14%	(6,759)
Student Supplies	487,278	800,743	313,465	711,555	9%	927,473	12%	215,918	488,555	10%	531,473	11%	42,918
Operating Expenses	3,290,636	2,848,392	(442,244)	3,687,841	47%	3,412,034	45%	(275,807)	1,040,841	22%	972,034	21%	(68,807)
Other	678,208	565,240	(112,968)	818,052	11%	679,235	9%	(138,816)	818,052	17%	679,235	15%	(138,816)
<b>TOTAL EXPENSES</b>	<b>6,541,963</b>	<b>6,292,555</b>	<b>(249,407)</b>	<b>7,776,967</b>		<b>7,572,428</b>		<b>(204,539)</b>	<b>4,815,855</b>		<b>4,645,317</b>		<b>(170,539)</b>
<b>INCOME / (LOSS)</b>	<b>(748,550)</b>	<b>(294,384)</b>	<b>(454,167)</b>	<b>86,068</b>		<b>105,093</b>		<b>(19,025)</b>	<b>86,068</b>		<b>105,093</b>		<b>(19,025)</b>

**Cash Balance (in \$1,000's)**



Y/E Cash Balance		
Projected	Budget	Variance
1,666,750	1,748,945	(82,195)

Balance Sheet	6/30/2017	3/31/2018	4/30/2018	6/30/2018 Forecast	Notes
<b>Assets</b>					
Cash	1,689,773	1,517,098	1,418,192	1,666,750	
Accounts Receivable	969,435	0	0	855,812	
Due From Others	222,665	199,628	202,760	52,760	
Other Assets	46,785	15,404	15,305	15,305	
Net Fixed Assets	633,065	708,572	687,684	690,920	
<b>Total Assets</b>	<b>3,561,723</b>	<b>2,440,703</b>	<b>2,323,940</b>	<b>3,281,546</b>	
<b>Liabilities</b>					
A/P & Payroll	615,696	153,295	67,877	134,432	
Due to Others	38,009	47,554	31,944	74,024	
Deferred Revenue	0	0	0	0	
Total Debt	(0)	79,005	79,005	79,005	
<b>Total Liabilities</b>	<b>653,705</b>	<b>279,854</b>	<b>178,826</b>	<b>287,460</b>	
<b>Equity</b>					
Beginning Fund Bal.	2,731,571	2,908,018	2,908,018	2,908,018	
Net Income/(Loss)	176,447	(747,169)	(762,904)	86,068	
<b>Total Equity</b>	<b>2,908,018</b>	<b>2,160,849</b>	<b>2,145,114</b>	<b>2,994,086</b>	
<b>Total Liabilities &amp; Equity</b>	<b>3,561,723</b>	<b>2,440,703</b>	<b>2,323,940</b>	<b>3,281,546</b>	
Days Cash on Hand	72	74	69	81	> 45 days is good
Cash Reserve %	20%	20%	19%	22%	





## Bert Corona Charter School Financial Analysis April 2018

### Net Income

Bert Corona Charter School is projected to achieve a net income of \$86K in FY17-18 compared to \$105K in the board approved budget. Reasons for this negative \$19K variance are explained below in the Income Statement section of this analysis.

### Balance Sheet

As of April 30, 2018, the school's cash balance was \$1,418K. By June 30, 2018, the school's cash balance is projected to be \$1,675K, which represents a 22.0% reserve.

As of April 30, 2018, the Accounts Receivable balance was zero. All FY16-17 revenue has been received.

As of April 30, 2018, the Accounts Payable balance, including payroll liabilities, totaled \$68K, compared to \$153K in the prior month.

As of April 30, 2018, BCCS had a debt balance of \$79K which represents Apple lease.

### Income Statement

#### *Revenue*

Total revenue for FY17-18 is projected to be \$7,863K, which is \$186K or 2% over budgeted revenue of \$7,678K.

Other Federal Revenue - GEAR UP and School Climate Revenue is projected to be higher by \$34K.

Child Nutrition (Federal) – projected to be higher than budget by \$35K based on the actual CNIPS reports through January.

Other State Revenue – projected to be higher than budget by \$69K due to receipt of Prop 39 – Clean Energy grant funding in the amount of \$55K and increase in ASES grant amount of \$14K

Other Local Revenue – projected to be higher than budget by \$69K due to receipt of PBIS grant from COP3 (\$32K), STEPS grants (\$27K)

#### *Expenses*

Total expenses for FY17-18 are projected to be \$7,863K, which is \$186K or 3% over budgeted expenditures of \$7,678K.

GEAR UP and School Climate Expenses are projected to be higher by \$34K.

Instructional Consultants costs are projected to be higher by \$49K due to increase in SPED costs.

Depreciation expense is higher than budgeted by \$91K.

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.*



Indirect Cost expense is projected to be higher than budget by \$40K due to increase in Legal Costs charged to Central Admin.

## ADA

Budgeted average ADA for FY17-18 is 359.95 based on an enrollment of 373 and a 96.5% attendance rate.

The forecast assumes an ADA of 356.67 based on an enrollment of 370 and a 96.7% attendance rate.

In Month 9, ADA was 356.10 with 370 students enrolled at the end of the month and a 96% ADA rate.

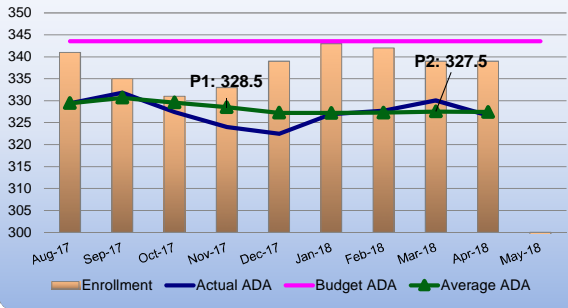
Average ADA for the year (through Month 9) is 356.60 (a 96.6% ADA rate for the year to date).

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.*

**Key Performance Indicators**

- ADA vs. Budget ● Cash on Hand ●
- Net Income / (Loss) ● Year End Cash ●

**2016-17 ADA & Enrollment**



**KEY POINTS**

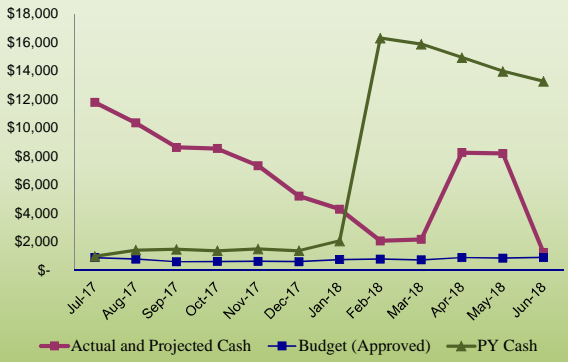
- P1 ADA 328.5
- P2 ADA 327.5
- Revenue is forecasted to be above budget by \$14,289K due Prop 1D Revenue (\$14,399K) and decrease in LCFF revenue by \$147K due to lower enrollment .
- Expenses are forecasted lower than budget by \$83K .
- Overall, net income excluding Prop 1D forecasted to be \$152K which is \$10K lower than budget.
- Operating Cash on hand at June 30th is forecasted to be \$1,255K which represents 31% of total expense.

ADA Analysis						LCFF S&C Grant Factors			Revenue & Expenses per ADA		
Category	Actual through Month 9	Actual P2	Budgeted P2	Better/(Worse)	Prior Year P2	Category	Budget	Forecast	Category	Budget	Forecast
Enrollment	339	339	356	(17)	337	Unduplicated Pupil Count	333	325	Revenue	12,562	56,803
ADA %	97.0%	97.0%	96.5%	0.5%	97.0%	3-Year Average %	95.3%	96.5%	Rev. w/o Fundraising	12,504	56,772
Average ADA	327.42	327.53	343.54	(16.01)	324.89	District UPP	83.0%	83.0%	Expense	12,147	12,485

INCOME STATEMENT	FY 17-18 YTD			FY 17-18 Forecast				FY 16-17 Actual		FY 15-16 Actual		
	Actual YTD	Budget YTD	Variance B/(W)	Total Forecast	% of Total	Total Budget	% of Total	Variance B/(W)	16-17	% of Total	15-16	% of Total
LCFF	2,413,110	2,457,644	(44,534)	3,142,611	17%	3,289,863	76%	(147,252)	3,042,857	46%	2,864,136	71%
Federal Revenue	348,684	305,075	43,609	541,233	3%	539,047	12%	2,186	519,912	8%	528,023	13%
State Revenue	7,802,576	370,801	7,431,775	14,855,898	80%	456,544	11%	14,399,355	2,921,202	44%	587,041	15%
Other Local Revenue	53,188	8,389	44,799	54,743	0%	10,000	0%	44,743	72,722	1%	53,991	1%
Grants/Fundraising	10,250	18,333	(8,083)	10,250	0%	20,000	0%	(9,750)	12,000	0%	9,585	0%
<b>TOTAL REVENUE</b>	<b>10,627,808</b>	<b>3,160,243</b>	<b>7,467,565</b>	<b>18,604,736</b>		<b>4,315,454</b>		<b>14,289,283</b>	<b>6,568,693</b>		<b>4,042,777</b>	
Certificated Salaries	838,159	904,306	66,147	1,044,847	26%	1,108,680	27%	63,833	1,034,251	27%	956,919	27%
Classified Salaries	426,247	460,375	34,127	535,461	13%	570,235	14%	34,775	502,618	13%	527,426	15%
Benefits	468,450	460,644	(7,806)	596,133	15%	553,191	13%	(42,943)	515,379	13%	440,695	12%
Student Supplies	292,628	434,073	141,445	475,691	12%	512,007	12%	36,316	429,416	11%	462,042	13%
Operating Expenses	614,694	750,977	136,282	875,193	21%	895,096	21%	19,903	828,572	22%	733,504	21%
Other	466,952	443,466	(23,486)	562,033	14%	533,603	13%	(28,430)	534,686	14%	451,400	13%
<b>TOTAL EXPENSES</b>	<b>3,107,131</b>	<b>3,453,840</b>	<b>346,709</b>	<b>4,089,358</b>		<b>4,172,811</b>		<b>83,453</b>	<b>3,844,921</b>		<b>3,571,986</b>	
<b>INCOME / (LOSS)</b>	<b>7,520,677</b>	<b>(293,598)</b>	<b>7,814,275</b>	<b>14,515,378</b>		<b>142,642</b>		<b>14,372,736</b>	<b>2,723,772</b>		<b>470,791</b>	
Less: Prop 1D revenue	(7,551,385)	0		(14,363,135)		0			(2,548,092)		(8,856)	
<b>ADJ INCOME / (LOSS)</b>	<b>(30,708)</b>	<b>(293,598)</b>	<b>262,890</b>	<b>152,243</b>		<b>142,642</b>		<b>9,600</b>	<b>175,680</b>		<b>461,934</b>	

**Cash Balance (in \$,000's)**



Y/E Cash Balance		
Projected	Budget	Variance
1,254,983	894,806	360,177

Balance Sheet	6/30/2017	3/31/2018	4/30/2018	6/30/2018 Forecast	Notes
<b>Assets</b>					
Operating Cash	2,289,548	1,558,171	1,443,647	1,254,983	
Prop 1D Cash	10,978,123	609,226	6,811,750	0	
Accounts Receivable	328,503	0	0	487,915	
Due From Others	86	86	86	86	
Other Assets	28,081	6,987	7,322	7,322	
Net Fixed Assets	6,400,377	16,778,231	18,700,951	25,505,527	
<b>Total Assets</b>	<b>20,024,718</b>	<b>18,952,701</b>	<b>26,963,756</b>	<b>27,255,832</b>	
<b>Liabilities</b>					
A/P & Payroll	1,766,791	1,709,326	13,120	93,975	
Due to Others	47,365	60,147	59,709	74,951	
Deferred Revenue	10,417,929	672,238	6,874,734	62,984	
Total Debt	3,171,088	7,550,880	7,886,999	7,886,999	
<b>Total Liabilities</b>	<b>15,403,173</b>	<b>9,992,592</b>	<b>14,834,562</b>	<b>8,118,909</b>	
<b>Equity</b>					
Beginning Fund Bal.	1,897,773	4,621,545	4,621,545	4,621,545	
Net Income/(Loss)	2,723,772	4,338,564	7,507,649	14,515,378	
<b>Total Equity</b>	<b>4,621,545</b>	<b>8,960,109</b>	<b>12,129,194</b>	<b>19,136,923</b>	
<b>Total Liabilities &amp; Equity</b>	<b>20,024,718</b>	<b>18,952,701</b>	<b>26,963,756</b>	<b>27,255,832</b>	

Available Line of Credit					
Days Cash on Hand	219	140	130	113	> 45 days is good
Cash Reserve %	60%	38%	36%	31%	





## Monsenor Oscar Romero Charter School Financial Analysis April 2018

### Net Income

Monsenor Oscar Romero Charter School is projected to achieve a net income of \$14,515K in FY17-18 compared to \$143K in the board approved budget. Reasons for this positive \$14,373K variance are explained below in the Income Statement section of this analysis.

### Balance Sheet

As of April 30, 2018, the school's operating cash balance was \$1,444K. By June 30, 2018, the school's operating cash balance is projected to be \$1,255K, which represents a 31.0% reserve.

As of April 30, 2018, the Accounts Receivable balance was zero. All FY16-17 Revenue has been received.

As of April 30, 2018, the Accounts Payable balance, including payroll liabilities, totaled \$13K, compared to \$1,709K in the prior month.

As of April 30, 2018, MORCS had a debt balance of \$7,887K compared to \$7,551K in the prior month.

### Income Statement

#### *Revenue*

Total revenue for FY17-18 is projected to be \$18,605K, which is \$14,289K or 0% over budgeted revenue of \$4,315K.

Local Control Funding Formula, is projected to be under budget by \$147K due to lower than projected ADA.

Other Local Revenue is projected to be over budget by \$14,407K due to Prop 1D revenue (\$14,350K) and ASES grant increase from \$120K to \$164K.

#### *Expenses*

Total expenses for FY17-18 are projected to be \$4,089K, which is \$83K or 0% under budgeted expenditures of \$4,173K.

Object 3401 – Health & Welfare Costs is projected to be \$50K above budget based on the actuals through April.

Object 5812 – Field Trips / Transportations is projected to be below budget by \$68K due to reduction bus services from 2 to 1.

Object 5851 – Instructional Consultants costs are projected to be above budget by \$83K due to ASES (\$43K) grant increase and increase in SPED services (\$40K).

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.*



## **ADA**

Budgeted average ADA for FY17-18 is 343.54 based on an enrollment of 356 and a 96.5% attendance rate.

The forecast assumes an ADA of 327.53 based on an enrollment of 339 and a 97.0% attendance rate.

In Month 9, ADA was 326.70 with 339 students enrolled at the end of the month and a 97% ADA rate.

Average ADA for the year (through Month 9) is 327.40 (a 97.0% ADA rate for the year to date).

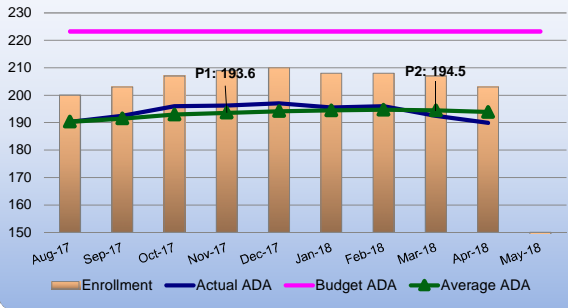
*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.*



**Key Performance Indicators**

- ADA vs. Budget ● Cash on Hand ●
- Net Income / (Loss) ● Year End Cash ●

**2016-17 ADA & Enrollment**



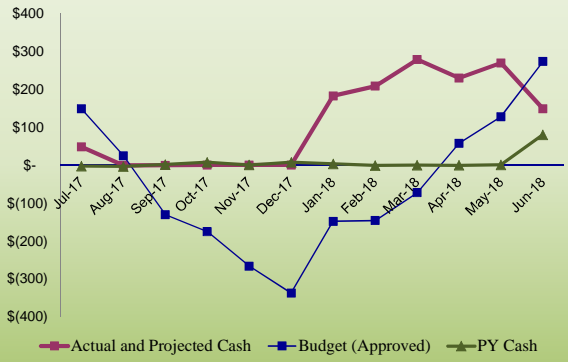
**KEY POINTS**

- P1 ADA 193.57
- P2 ADA 194.46
- Revenue is below budget by \$336K mainly due to lower than budgeted enrollment
- Expenses are lower than budget by \$315K due to savings in salaries, benefits and supplies
- Overall, net income is \$26K which is \$21K lower than budget.
- Cash on hand at June 30th is forecasted to be \$150K which represents 6% of total expense. Forecast assumes that debt to BCCS will be reduced to \$150K by June 30th.

ADA Analysis						LCFF S&C Grant Factors			Revenue & Expenses per ADA		
Category	Actual through Month 9	Actual P2	Budgeted P2	Better/(Worse)	Prior Year P2	Category	Budget	Forecast	Category	Budget	Forecast
Enrollment	203	207	235	(28)	150	Unduplicated Pupil Count	198	171	Revenue	13,581	13,864
ADA %	94.3%	94.6%	95.0%	-0.4%	95.0%	3-Year Average %	85.5%	85.5%	Rev. w/o Fundraising	13,536	13,771
Average ADA	193.86	194.46	223.25	(28.79)	143.52	District UPP	84.0%	84.0%	Expense	13,368	13,729

INCOME STATEMENT	FY 17-18 YTD			FY 17-18 Forecast				FY 16-17 Actual		FY 15-16 Actual		
	Actual YTD	Budget YTD	Variance B/(W)	Total Forecast	% of Total	Total Budget	% of Total	Variance B/(W)	16-17	% of Total	15-16	% of Total
LCFF	1,508,236	1,686,339	(178,103)	2,221,281	82%	2,547,037	84%	(325,755)	1,599,312	79%	676,748	43%
Federal Revenue	169,327	141,486	27,841	243,380	9%	249,718	8%	(6,338)	183,837	9%	572,635	37%
State Revenue	123,815	151,661	(27,846)	185,642	7%	202,869	7%	(17,227)	204,673	10%	52,387	3%
Other Local Revenue	24,188	18,690	5,497	27,635	1%	22,280	1%	5,355	27,841	1%	7,061	0%
Grants/Fundraising	14,504	10,000	4,504	18,053	1%	10,000	0%	8,053	15,615	1%	253,098	16%
<b>TOTAL REVENUE</b>	<b>1,840,069</b>	<b>2,008,176</b>	<b>(168,107)</b>	<b>2,695,992</b>		<b>3,031,903</b>		<b>(335,912)</b>	<b>2,031,277</b>		<b>1,561,929</b>	
Certificated Salaries	655,204	801,820	146,616	813,718	30%	986,084	33%	172,366	590,041	31%	357,546	26%
Classified Salaries	266,817	268,333	1,516	331,702	12%	338,679	11%	6,976	273,097	14%	176,570	13%
Benefits	374,991	440,394	65,403	453,127	17%	532,188	18%	79,061	305,707	16%	141,881	10%
Student Supplies	215,520	287,376	71,856	286,462	11%	343,905	12%	57,442	180,983	10%	423,457	30%
Operating Expenses	349,833	363,044	13,212	448,967	17%	431,383	14%	(17,584)	264,990	14%	200,968	14%
Other	272,150	290,079	17,929	335,800	13%	352,249	12%	16,449	271,462	14%	96,050	7%
<b>TOTAL EXPENSES</b>	<b>2,134,514</b>	<b>2,451,046</b>	<b>316,532</b>	<b>2,669,777</b>		<b>2,984,488</b>		<b>314,711</b>	<b>1,886,279</b>		<b>1,396,471</b>	
<b>INCOME / (LOSS)</b>	<b>(294,445)</b>	<b>(442,870)</b>	<b>148,425</b>	<b>26,214</b>		<b>47,415</b>		<b>(21,201)</b>	<b>144,998</b>		<b>165,457</b>	

**Cash Balance (in \$1,000's)**



Y/E Cash Balance		
Projected	Budget	Variance
149,986	274,342	(124,355)

Balance Sheet	6/30/2017	3/31/2018	4/30/2018	6/30/2018 Forecast	Notes
<b>Assets</b>					
Cash	81,025	279,529	230,844	149,986	
Accounts Receivable	504,182	0	0	351,486	
Due From Others	0	0	0	0	
Other Assets	23,862	13,309	10,105	10,105	
Net Fixed Assets	77,383	62,990	61,054	57,183	
<b>Total Assets</b>	<b>686,451</b>	<b>355,827</b>	<b>302,002</b>	<b>568,760</b>	
<b>Liabilities</b>					
A/P & Payroll	11,224	34,503	5,104	89,679	
Due to Others	228,219	199,665	199,665	55,857	
Deferred Revenue	0	0	0	0	
<b>Total Debt</b>	<b>150,004</b>	<b>108,339</b>	<b>100,006</b>	<b>100,006</b>	
<b>Total Liabilities</b>	<b>389,447</b>	<b>342,507</b>	<b>304,775</b>	<b>245,542</b>	
<b>Equity</b>					
Beginning Fund Bal.	152,006	297,004	297,004	297,004	
Net Income/(Loss)	144,998	(283,683)	(299,777)	26,214	
<b>Total Equity</b>	<b>297,004</b>	<b>13,321</b>	<b>(2,773)</b>	<b>323,219</b>	
<b>Total Liabilities &amp; Equity</b>	<b>686,451</b>	<b>355,827</b>	<b>302,002</b>	<b>568,760</b>	

Days Cash on Hand	16	38	32	21	> 45 days is good
Cash Reserve %	4%	10%	9%	6%	





## Bert Corona Charter High School Financial Analysis April 2018

### Net Income

Bert Corona Charter High School is projected to achieve a net income of \$26K in FY17-18 compared to \$47K in the board approved budget. Reasons for this negative \$21K variance are explained below in the Income Statement section of this analysis.

### Balance Sheet

As of April 30, 2018, the school's cash balance was \$231K. By June 30, 2018, the school's cash balance is projected to be \$150K, which represents a 6.0% reserve.

As of April 30, 2018, the Accounts Receivable balance was zero. All FY16-17 revenue has been received.

As of April 30, 2018, the Accounts Payable balance, including payroll liabilities, totaled \$5K, compared to \$35K in the prior month.

As of April 30, 2018, BCCHS had a revolving debt balance of \$100K compared to \$108K in the prior month. Due to Bert Corona balance is \$200K. Forecast assumes that BCCHS will repay \$150K to BCCS by June 30<sup>th</sup>.

### Income Statement

#### *Revenue*

Total revenue for FY17-18 is projected to be \$2,696K, which is \$336K or 11% under budgeted revenue of \$3,032K.

Local Control Funding Formula - State Aid, is projected to be under budget by \$326K due to lower projected ADA.

Object 8311 – SPED AB602 Revenue is projected to be lower than budget by \$14K due to lower enrollment.

#### *Expenses*

Total expenses for FY17-18 are projected to be \$2,670K, which is \$315K or 11% under budgeted expenditures of \$2,984K.

Certificated Salaries, are projected to be under budget by \$172K.

STRS expenses, are projected to be under budget by \$28K, due to lower teacher salaries.

H&W Expenses is projected to be above budget by \$55K.

Many supply expenditures are projected to be under budget due to lower projected enrollment. Most significantly:

Object 4110, Textbooks, is projected to be under budget by \$22K

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$12,000 and 10%.*



Object 4400, Non Capitalized Equipment, is projected to be under budget by \$38K. Instructional Consultants expenses are projected to be above budget by \$30K due to higher substitute teacher costs.

### **ADA**

Budgeted average ADA for FY17-18 is 223.25 based on an enrollment of 235 and a 95.0% attendance rate.

The forecast assumes an ADA of 194.46 based on an enrollment of 207 and a 94.6% attendance rate.

In Month 9, ADA was 189.90 with 203 students enrolled at the end of the month and a 93% ADA rate.

Average ADA for the year (through Month 9) is 193.90 (a 94.3% ADA rate for the year to date).

*This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$12,000 and 10%.*

**YPI Charter Schools  
Check Register  
From 04/01/18 to 04/30/18**

Vendor Name	Check Number	Effective Date	Transaction Description	Check Amount
7 LAYER IT SOLUTIONS, INC.	305568	4/13/2018	04/18 - LINUX SERVER GOLD PACKAGE	1,120.00
7 LAYER IT SOLUTIONS, INC.	305568	4/13/2018	INSTALLATION/CONFIGURATION BARRACUDA WEB SECU	850.00
A-TECH SYSTEMS	305572	4/13/2018	REGULATION FOUR FIRE ALARM TESTING	815.00
AFLAC WORLDWIDE HEAD QUARTERS	305537	4/6/2018	03/18 - HEALTH PREMIUM ACCT# JBP28	779.18
AFLAC WORLDWIDE HEAD QUARTERS	305537	4/6/2018	03/18 - HEALTH PREMIUM ACCT# JBP42	191.38
AFLAC WORLDWIDE HEAD QUARTERS	305569	4/13/2018	03/18 - HEALTH PREMIUM ACCT# JBP46	410.28
AFLAC WORLDWIDE HEAD QUARTERS	305607	4/20/2018	03/18 - HEALTH PREMIUM ACCT# JBP37	1,127.00
AINYE LONG	305605	4/18/2018	04/16 - 04/30/18 - PAYROLL	218.24
ANGELENO BANQUET HALL LLC	305570	4/13/2018	BALANCE ON BANQUET HALL FOR HS PROM	7,400.00
ANTONIO'S TACOS & KABOB	305571	4/13/2018	70 PACKAGE #1 FOOD FOR THE COLLEGE: LET'S START I	766.50
APF EDLOGICAL GROUP CORP.	305614	4/20/2018	03/31/18 - SPECIAL ED SERVICES	2,326.36
ASHLEY MORAN	305604	4/17/2018	03/14 - 03/17/18 - PER DIEM CUE CONFERENCE	224.00
AT&T	305573	4/13/2018	02/22 - 03/21/18 - FAX 213 427-2950 067 9	198.16
AT&T MOBILITY	305574	4/13/2018	02/20 - 03/19/18 - CELL PHONE SERVICES ACCT# 28725-	1,551.31
BETTER 4 YOU MEALS, INC.	305538	4/6/2018	01/18 USDA FOOD CREDIT (\$1,294.67)	30,645.65
BETTER 4 YOU MEALS, INC.	305608	4/20/2018	02/18 - STUDENTS VEGETARIAN BREAKFAST	34,902.99
BROOKS TRANSPORTATION INC	305540	4/6/2018	DISCOVERY HS TO LA CENTRAL LIBRARY AND FIDM	450.00
BROOKS TRANSPORTATION INC	305609	4/20/2018	ROUNDTRIP. JAMES MONROE HIGH SCHOOL TO OLVERA	385.00
CHARTER LIFE	305541	4/6/2018	04/18 - FSA ADM FEE	133.00
CHARTER LIFE	305541	4/6/2018	04/18 - HEALTH PREMIUM	91,185.36
CHARTER LIFE	305541	4/6/2018	FSA - 03.30.18	932.95
CHARTER LIFE	305576	4/13/2018	FSA - 04.13.18	932.95
COMPREHENSIVE THERAPY ASSOCIATES, INC.	305577	4/13/2018	01/18 - COUNSELING SERVICES	3,761.25
COMPREHENSIVE THERAPY ASSOCIATES, INC.	305611	4/20/2018	03/18 - COUNSELING SERVICES	1,933.75
CORNER BAKERY CAFE	305578	4/13/2018	MD MUFFIN & BAGEL BASKET	436.00
DANIEL CENTOFANTI	305086	4/23/2018	10/19/17 - MILEAGE TO PBIS CONFERENCE	(151.94)
DANIELLE RIFKIN	305592	4/13/2018	BRANDING/ DESIGN WORK FOR COP3	2,500.00
DIRECTED	305542	4/6/2018	02/26 - 03/01/18 - SPECIAL ED SERVICES	1,168.75
DIRECTED	305542	4/6/2018	02/28 - 03/02/18 - SPECIAL ED SERVICES	876.00
DIRECTED	305542	4/6/2018	03/01/18 - SUBSTITUTE TEACHER	212.00
DIRECTED	305542	4/6/2018	03/05 - 03/09/18 - SPECIAL ED SERVICES	904.80
DIRECTED	305542	4/6/2018	03/06/18 - SUBSTITUTE TEACHER	424.00
DIRECTED	305542	4/6/2018	03/07/18 - 03/09/18 - SPECIAL ED SERVICES	803.00
DIRECTED	305542	4/6/2018	03/07/18, 03/09/18 - SUBSTITUTE TEACHER	385.20
DIRECTED	305542	4/6/2018	03/13 - 03/16/18 - SUBSTITUTE TEACHER	2,120.00
DIRECTED	305542	4/6/2018	11/08 - 11/09/17 - SPECIAL ED SERVICES	499.10
DIRECTED	305579	4/13/2018	03/09/18 - SUBSTITUTE TEACHER	212.00
DIRECTED	305579	4/13/2018	03/12 - 03/13/18 - SUBSTITUTE TEACHER	362.00
DIRECTED	305579	4/13/2018	03/12 - 03/16/18 - SUBSTITUTE TEACHER	950.40
DIRECTED	305579	4/13/2018	03/19/18 - SUBSTITUTE TEACHER	150.00
DIRECTED	305579	4/13/2018	03/22/18 - SUBSTITUTE TEACHER	150.00
DIRECTED	305612	4/20/2018	01/08 - 01/12/18- SPECIAL ED SERVICES	1,888.40
DIRECTED	305612	4/20/2018	02/06 - 02/10/18 - SPECIAL ED SERVICES	837.50
DIRECTED	305612	4/20/2018	02/07 - 02/09/18 - SPECIAL ED SERVICE	803.00
DIRECTED	305612	4/20/2018	03/11 - 03/14/18 - SPECIAL ED SERVICE	615.50
DIRECTED	305612	4/20/2018	03/11 - 03/17/18- SPECIAL ED SERVICES	1,066.65
DIRECTED	305612	4/20/2018	03/20 - 03/23/18 - SPECIAL ED SERVICES	502.50
DIRECTED	305612	4/20/2018	03/21 - 03/23/18 - SPECIAL ED SERVICE	850.00
DIRECTED	305612	4/20/2018	03/23/18 - SPECIAL ED SERVICES	105.00
DIRECTED	305612	4/20/2018	04/02 - 04/05/18 - SPECIAL ED SERVICES	756.80
DIRECTED	305612	4/20/2018	04/02 - 04/06/18 - SPECIAL ED SERVICES	2,093.00
DIRECTED	305612	4/20/2018	04/03 - 04/06/18 - SUBSTITUTE TEACHER	1,272.00
DIRECTED	305612	4/20/2018	04/04/18 - SPECIAL ED SERVICES	569.10
DOWNTOWN MINI WAREHOUSE	305613	4/20/2018	05/18 - STORAGE RENT	350.00
DV WAREHOUSE, INC	305543	4/6/2018	(15) AC ADAPTER 45W MAGSAFE 2 FOR MACBOOK AIR	595.95
EILEEN CASTILLO	305610	4/20/2018	03/02/18 - MILES -FULCRUM ROPES COURSE TRAINING	54.17
EMPLOYMENT DEVELOPMENT DEPARTMENT	04/23/18 - SUI	4/23/2018	Q1 - 2018 - SUI PAYMENT	653.64
EMPLOYMENT DEVELOPMENT DEPARTMENT	305544	4/6/2018	10/01 - 12/31/17 - SEF LOCAL EXPERIENCE CHARGE	106.59
EXED	305545	4/6/2018	12/17 - MANAGEMENT CONTRACT FEE	20,191.31
FIRST STUDENT, INC.	305546	4/6/2018	02/18 - TRANSPORTATION SERVICES	8,597.20
FIRST STUDENT, INC.	305546	4/6/2018	03/18 - TRANSPORTATION SERVICES	6,995.92
FRANCISCO TOPETE	305563	4/6/2018	03/01 - 03/15/18 - MAINTENANCE SERVICES	143.00
FRANCISCO TOPETE	305563	4/6/2018	DEEP CLEANING ROOMS 14,15	1,152.00
FRANCISCO TOPETE	305597	4/13/2018	03/16 - 03/31/18 - MAINTENANCE SERVICES	143.00
FRANCISCO TOPETE	305597	4/13/2018	SHAMPOO CARPETS ROOMS A,1 THROUGH 15, MAIN OFF	1,488.00
FRONTIER	305547	4/6/2018	03/13 - 04/12/18 - FAX 818 834-8075-070105-5	227.41
HD SUPPLY FACILITIES MAINTENANCE, LTD.	305548	4/6/2018	(2) CHISEL TIP HIGHLIGHTERS, ASSORTED COLORS	129.88
HD SUPPLY FACILITIES MAINTENANCE, LTD.	305548	4/6/2018	(2) LYSOL DISINFECTANT WIPES	297.78

**YPI Charter Schools  
Check Register  
From 04/01/18 to 04/30/18**

Vendor Name	Check Number	Effective Date	Transaction Description	Check Amount
HD SUPPLY FACILITIES MAINTENANCE, LTD.	305548	4/6/2018	(3) DIGITAL THERMOMETER PROBE COVERS	11.79
HOME DEPOT CREDIT SERVICES	305549	4/6/2018	(130) ECONOMY PONCHO ONE SIZE FOR STUDENTS (FII	378.07
HOME DEPOT CREDIT SERVICES	305549	4/6/2018	CASTER RUBBER THREADED, OUTLET POWER STRIPS	1,119.95
IMPACT CANINE SOLUTIONS	305550	4/6/2018	01/12/18- CANINE SERVICES	180.00
IMPACT CANINE SOLUTIONS	305581	4/13/2018	02/12/18 - CANINE SERVICES	360.00
IMPACT CANINE SOLUTIONS	305581	4/13/2018	03/02/18 - CANINE SERVICES	360.00
IMPACT CANINE SOLUTIONS	305581	4/13/2018	03/20/18 - CANINE SERVICES	180.00
INLAND MECHANICAL SERVICES	305551	4/6/2018	03/18 - A/C MONTHLY MAINTENANCE	460.00
ITSAVVY LLC	305552	4/6/2018	SMARTBOARD LAMP FOR SMART UF70	306.60
ITSAVVY LLC	305582	4/13/2018	NOTEBOOK BATTERY - 1 X LITHIUM ION - FOR APPLE M/	86.49
JENNIFER I. OBANDO-SALGUERO	305617	4/20/2018	04/06/18 - INITIAL PSYCHO-EDUCATIONAL EVALUATION	2,400.00
JENNIFER I. OBANDO-SALGUERO	305617	4/20/2018	04/06/18 - INITIAL OHI PSYCHO-EDUCATIONAL EVALUAT	1,800.00
JOHN TRACY CLINIC	305616	4/20/2018	10/05/17 - FACILITIES RENTAL - KECK ALL DAY	475.00
JOSEPH ARREOLA	305602	4/17/2018	03/14 - 03/17/18 - PER DIEM CUE CONFERENCE	224.00
JREY DEZIGN	305553	4/6/2018	UNIFORM SET UP	1,133.20
KELLY PAPER	305583	4/13/2018	WHITE COPY PAPER MULTIPURPOSE	373.12
KRISTAL ROSAS	305606	4/18/2018	02/09/17 - CA HIGH SCHOOL PBIS SYMPOSIUM	81.00
LA DEPT. OF WATER AND POWER	305556	4/6/2018	RAMAINING BALANCE PREVIOUS STATEMENT	2,890.12
LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	305584	4/13/2018	02/28/18 - LEGAL SERVICES	57.00
LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	305584	4/13/2018	03/18 - LEGAL SERVICES	22.22
LORENZO ENRIQUE TOVAR	305108	4/23/2018	FY 16/17 - STRS REFUND	(1.46)
LOS ANGELES COUNTY OFFICE OF EDUCATION	04/30/18 - STRS	4/30/2018	04/18 - FY17/18 - STRS PAYMENT	73,230.59
LOS ANGELES COUNTY OFFICE OF EDUCATION	305554	4/6/2018	03/01/18 - REGISTRATION STANDARDS-BASED PE TRAIN	125.00
LOS ANGELES COUNTY OFFICE OF EDUCATION	305555	4/6/2018	02/21/18 - REGISTRATION - FITNESSGRAM TRAINING	125.00
LOS ANGELES UNIFIED SCHOOL DISTRICT	305566	4/10/2018	FY17/18 - PRO RATA SHARE - CO-LOCATION - HS	178,711.24
LOS ANGELES UNIFIED SCHOOL DISTRICT	305567	4/10/2018	FY17/18 - PRO RATA SHARE - CO-LOCATION -OR	176,517.70
LUIS GIRON	305580	4/13/2018	03/18 - Gardening Service	1,000.00
MASERGY CLOUD COMMUNICATIONS, INC	305575	4/13/2018	03/18 - COMMUNICATION SERVICES	46.94
MASERGY CLOUD COMMUNICATIONS, INC	305575	4/13/2018	03/18 - COMMUNICATIONS SERVICES	607.76
MASERGY CLOUD COMMUNICATIONS, INC	305575	4/13/2018	03/18 - COMMUNICATIONS SERVICES NON E RATE	238.51
MASERGY CLOUD COMMUNICATIONS, INC	305575	4/13/2018	03/18 - E RATE DISCOUNT	375.51
MCCALLA COMPANY	305586	4/13/2018	(2) GALLON DEFOAMER 4 / CS	74.24
MCCALLA COMPANY	305586	4/13/2018	THREAD HOSE CUFF	54.56
MONICA WAWRZYNIAK	305598	4/13/2018	CONTINUED SALESFORCE CONFIGURATION	1,000.00
NALLELY BRAVO	305539	4/6/2018	BOOKS FOR 5TH GRADE STUDENTS	289.25
NEOFUNDS BY NEOPOST	305587	4/13/2018	FINANCE CHARGE ACCT# 7900 0440 8022 9317	3.72
NEOFUNDS BY NEOPOST	305588	4/13/2018	EQUIPMENT RENTAL ACCT# 7900 0440 8032 3235	87.06
NEOFUNDS BY NEOPOST	305589	4/13/2018	POSTAGE ACCT# 7900 0440 8000 8323	200.00
OFFICE 360	305557	4/6/2018	66W DESK SHELL, HANSEN CHERRY	560.98
OFFICE 360	305557	4/6/2018	ASEPTIC JUICE BOXES, ORANGE, 4.2OZ, 40/CARTON	422.74
OFFICE 360	305557	4/6/2018	CONEX GALAXY POLYSTYRENE PLASTIC COLD CUPS, 5 O.	8.51
OFFICE 360	305557	4/6/2018	MULTI-CART 8-IN-1 CART, 500LB CAPACITY, BLACK	219.99
PETER HUANG AND LORETTA HUANG	305590	4/13/2018	03/09 - 04/09/18 - ELECTRICITY	507.62
PETER HUANG AND LORETTA HUANG	305618	4/20/2018	05/18 - RENT	4,708.00
PRN NURSING CONSULTANTS	305619	4/20/2018	03/04/18 - SPECIAL ED SERVICES	247.50
PRN NURSING CONSULTANTS	305619	4/20/2018	03/16/17- AUDIO SCREENINGS	600.00
PRN NURSING CONSULTANTS	305619	4/20/2018	03/16/18 - SPECIAL ED SERVICES	450.00
PRN NURSING CONSULTANTS	305619	4/20/2018	03/20/18 - SPECIAL ED SERVICES	675.00
PRN NURSING CONSULTANTS	305619	4/20/2018	03/21/18 - SPECIAL ED SERVICES	270.00
PRN NURSING CONSULTANTS	305619	4/20/2018	STATE MANDATE HEALTH CARDS	1,547.00
PUEBLO Y SALUD, INC/CCCC	305558	4/6/2018	LUNCHEFS FOR STUDENTS - CESAR E. CHAVEZ EVENT	750.00
PURE WATER OF LA	305591	4/13/2018	03/18 - WATER COOLER SERVICES	76.48
RIDERS EXPRESS T&C	305559	4/6/2018	03/22/18 - TRANSPORTATION TO GLENDALE LASER TAG	369.99
RIDERS EXPRESS T&C	305620	4/20/2018	04/13 - TRANSPORT STUDENTS TO SHATTO LANES	718.00
RIDERS EXPRESS T&C	305621	4/20/2018	04/21/18 - TRANSPORT STUDENTS TO CSUN	570.00
RYAN BRADFORD	305603	4/17/2018	03/14 - 03/17/18 -PER DIEM CUE CONFERENCE	224.00
SAN FERNANDO VALLEY JAPANESE AMERICAN COI	305404	4/30/2018	03/18 - RENT - ROOMS 4 & 5	(800.00)
SFVJACC	305615	4/20/2018	05/18 - RENT	9,000.00
SFVJLI	305622	4/20/2018	05/18 - RENT, ROOMS 4 & 5	800.00
SKY SPORTSWEAR	305560	4/6/2018	(60) UNIFORM - GILDAN ZIP HOODIE	1,694.00
SOCAL OFFICE TECHNOLOGIES, INC	305561	4/6/2018	03/28 - 04/27/18 - BASE RATE CHARGE #CN6494-01	123.10
SOCAL OFFICE TECHNOLOGIES, INC	305593	4/13/2018	03/16 - 04/15/18 - BASE RATE #CN1945-02	626.21
SOCAL OFFICE TECHNOLOGIES, INC	305593	4/13/2018	12/29/17 - 03/28/18 - OVERAGE CHARGE # CN7355-01	2,353.67
SOCAL OFFICE TECHNOLOGIES, INC	305593	4/13/2018	12/29/17 - 03/28/18 - OVERAGE CHARGE #CN7357-01	347.33
SOCAL OFFICE TECHNOLOGIES, INC	305623	4/20/2018	03/13/18 - 04/12/17 - OVERAGE CHARGE #CN784-01	297.00
Sparkletts	305562	4/6/2018	02/18 - BOTTLE WATER SERVICES ACCT# 73393271673	49.00
Sparkletts	305562	4/6/2018	03/18 - BOTTLE WATER SERVICES ACCT# 73393271673	143.00
Sparkletts	305624	4/20/2018	03/18 - BOTTLE WATER SERVICES ACCT# 56501361218	174.24
Sparkletts	305624	4/20/2018	04/18 - BOTTLE WATER SERVICES	34.94

**YPI Charter Schools  
Check Register  
From 04/01/18 to 04/30/18**

Vendor Name	Check Number	Effective Date	Transaction Description	Check Amount
SYNCB/AMAZON	305594	4/13/2018	02/18 - AMAZON WEB SERVICES	6.98
SYNCB/AMAZON	305625	4/20/2018	CREDIT AMAZON WEB SERVICES (\$100.00) INV1091891C	317.69
SYNCB/AMAZON	305625	4/20/2018	DOGXIONG 6IN1 TORX T5 T6 PHILLIPS SLOT TYPE , 0.6N	33.51
SYNCB/AMAZON	305625	4/20/2018	SWINGLINE 3 HOLE PUNCH, ELECTRIC PAPER PUNCH	119.78
T-MOBILE	305596	4/13/2018	02/28/18 - 03/27/18 - GEAR UP CELL SERVICES# 954283	139.90
TEACHERS ON RESERVE	305595	4/13/2018	03/02/18 - SUBSTITUTE TEACHER	1,506.49
TEACHERS ON RESERVE	305595	4/13/2018	03/09/18 - SUBSTITUTE TEACHER	1,747.38
TEACHERS ON RESERVE	305595	4/13/2018	03/16/18 - SUBSTITUTE TEACHER	1,716.62
TEACHERS ON RESERVE	305595	4/13/2018	03/23/18 - SUBSTITUTE TEACHER	1,268.93
TECH TO SCHOOL	305585	4/13/2018	MD101LL/A MACBOOK PRO 13"	546.41
TIME WARNER CABLE	305626	4/20/2018	03/09 - 04/08/18 - INTERNET SERVICES ACCT# 8077	1,876.04
TIME WARNER CABLE	305627	4/20/2018	04/09 - 05/08/18 - INTERNET SERVICES ACCT# 8077	1,876.04
TOTAL EDUCATION SOLUTIONS	305628	4/20/2018	02/18 - SPECIAL ED SERVICES	1,985.75
UNIVERSITY OF OREGON	305509	4/30/2018	09/01/17 - 09/01/18 - CICO_SWIS ANNUAL LICENSE, SYL	(379.17)
UNIVERSITY OF OREGON	305509	4/30/2018	09/01/17 - 09/01/18 - OSCAR ROMERO - CICO_SWIS AN	(408.34)
UNUM	305564	4/6/2018	04/18 - PREMIUM ACCT# 0631100-019 7	55.60
UNUM	305564	4/6/2018	04/18 - PREMIUM ACCT# 0631100-020 3	506.20
WAXIE SANITARY SUPPLY	305565	4/6/2018	(2) FOOD CONTACT SANITIZING WIPES	216.22
WAXIE SANITARY SUPPLY	305565	4/6/2018	(2) SURPASS WHITE FACIAL TISSUE	55.65
WAXIE SANITARY SUPPLY	305599	4/13/2018	(6) 1.25 MIL BLACK LINER	330.71
WAXIE SANITARY SUPPLY	305599	4/13/2018	2-PLY BATH TISSUE	96.06
XEROX FINANCIAL SERVICES	305600	4/13/2018	03/12 - 04/11/18- COPIER LEASE#010-0042733-01	1,778.13
XEROX FINANCIAL SERVICES	305600	4/13/2018	03/13 - 04/12/18 - COPIER LEASE # 010-0058450-003	317.18
XEROX FINANCIAL SERVICES	305600	4/13/2018	03/29 - 04/28/18 - COPIER LEASE # 010-0058450-001	971.87
XEROX FINANCIAL SERVICES	305600	4/13/2018	03/29 - 04/28/18 - COPIER LEASE# 010-0058450-002	370.50
XEROX FINANCIAL SERVICES	305629	4/20/2018	03/29 - 04/28/18 - COPIER LEASE# 010-0058450-002	368.35
YPI	305601	4/13/2018	02/18 - GEAR UP SERVICES	39,057.78
YPI	305630	4/20/2018	04/18 - ADVANCE GEAR UP SERVICES	100,000.00
All City Management Services, Inc.	1070	4/6/2018	01/28 - 02/10/18 - CROSSING GUARD SERVICES	1,249.20
All City Management Services, Inc.	1070	4/6/2018	02/11 - 02/24/18 - CROSSING GUARD SERVICE	1,124.28
All City Management Services, Inc.	1074	4/13/2018	02/25 - 03/10/18 - CROSSING GUARD SERVICES	1,249.20
All City Management Services, Inc.	1074	4/13/2018	03/11 - 03/24/18 - CROSSING GUARD SERVICES	1,249.20
GKKWORKS	1075	4/13/2018	02/18 - CONSTRUCTION ADMINISTRATION SERVICES	6,633.90
KEMP BROS CONSTRUCTION, INC.	1071	4/6/2018	CONSTRUCTION SERVICES - APP#13	1,577,975.65
KEMP BROS CONSTRUCTION, INC.	1076	4/13/2018	CONSTRUCTION SERVICES - APP#14	1,324,935.55
LADWP/METROPOLITAN SERVICE PLANNING	1077	4/13/2018	Conduit Services for MORCS Building	483,043.00
PACIFIC CHARTER SCHOOL DEVELOPMENT, INC	1072	4/6/2018	PROJECT MGMT FEE 21/25	7,860.61
PACIFIC CHARTER SCHOOL DEVELOPMENT, INC	1078	4/13/2018	PROJECT MGMT FEE 22/25	7,860.61
STV CONSTRUCTION INC.	1073	4/6/2018	01/18 - CONSTRUCTION MGMT SERVICES	31,450.00
STV CONSTRUCTION INC.	1079	4/13/2018	03/18 - CONSTRUCTION MGMT SERVICES	35,750.00
STV CONSTRUCTION INC.	1081	4/20/2018	02/18 - CONSTRUCTION MGMT SERVICES	25,325.00
TWINING CONSULTING	1080	4/13/2018	01/18 - TESTING AND INSPECTION SERVICES	40,261.00
<b>Total</b>				<b>4,423,524.86</b>

**YPI Charter Schools  
Credit Card Register  
From 04/01/18 to 04/30/18**

Object Code	Object Title	MGT Group Code	Active Date	Document Number	Name	Transaction Description	Debit	Credit
4210	Books and Other Rel	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	BARNES&NOBLE.COM - ENGLISH TEXT BOOKS	120.45	
4210	Books and Other Rel	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - SFA BOOKS: READY PLAYER ONE, PAPER TOWNS, AN ABUN	429.42	
4210	Books and Other Rel	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - SFA BOOKS - AUGGIE & ME	11.40	
4210	Books and Other Rel	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - SFA BOOKS - THE HATE U GIVE	11.76	
4210	Books and Other Rel	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	BARNES&NOBLE.COM - ENGLISH TEXT BOOKS	301.44	
4210	Books and Other Rel	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - SFA BOOKS - THE POISONED HOUSE	5.63	
4210	Books and Other Rel	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - SFA BOOKS - BIG NATE:IN THE ZONE	11.02	
4310	Student Materials	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	98 PLUS BARGAIN - SUPPLY FOR SCIENCE PROJECT - COMP BOOKS, S	67.00	
4310	Student Materials	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	SCIENCE TAKE-OUT - CELL COMMUNICATION KIT	100.40	
4310	Student Materials	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - TRYPTIC SOY AGAR - HARDY DIAGNOSTICS FOR SCIENCE	75.90	
4310	Student Materials	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	3D MOLECULAR DESIGNS - PHOSPHOLIPID & MEMBRANE TRANSPORT	141.14	
4310	Student Materials	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	SP EBOOKSPOT - TEXTBOOK FOR LAMC PSYCHOLOGY COURSE	34.99	
4350	Office Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	TARGET - CANDLE HOLDER , POO-POURRI	23.28	
4350	Office Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	OFFICE DEPOT - BINDERS, INDEX CARDS	160.64	
4350	Office Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	OFFICE DEPOT - PAPER CARD STOCK	19.27	
4350	Office Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	OFFICE DEPOT - PAPER CARD STOCK	113.47	
4350	Office Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	DOLLAR KING - 1-INCH BINDERS	7.28	
4350	Office Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	TARGET - PLASTIC BINS FOR PSAT & SAT MATERIALS	21.86	
4350	Office Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	DOLLAR KING - BINDERS, LABELS	13.34	
4370	Custodial Supplies	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	COSTCO - TRASH PICKERS	9.89	
4370	Custodial Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	TARGET - CLEANING SUPPLY - AIR FRESHNER	13.76	
4390	Other Supplies	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	APPLE STORE - VGA ADAPATERS AND KEYBOARDS	209.34	
4390	Other Supplies	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	ANDERSON TROPHIES - ADVISORY COMPETITION TROPHY	19.89	
4390	Other Supplies	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	PAYPAL JREY DEZIGN - JERSEYS FOR GIRLS / BOYS BASKETBALL TEA	2,754.43	
4390	Other Supplies	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	SMART & FINAL - FOOD SUPPLIES - REFRIGERATOR THEMOMETER	7.38	
4390	Other Supplies	BCCS	4/1/2018	STD12/18/17-0178	CCU - LG - 0178	WINCHELL'S DONUTS - BREAKFAST FOR MIDDLE SCHOOL PD - DONUTS	18.48	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	GRANADA SOCCER STORES - SOCCER TEAM UNIFORMS	1,697.00	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	MANDARIN ISLAND CHINESE - LUNCH FOR PBIS MEETING - CHINESE	170.03	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	VONS - CONTINENTAL BREAKFAST FOR PBIS MEETING	15.95	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	VONS - COFFEE TRAVELER FOR PBIS MEETING	36.95	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	TARGET - SNACKS FOR CULTURE CLASS - CHIPS AND CAPI SUNS	23.15	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	EGG PANORAMA - FOOD FOR OPERATIONS TRAINING	46.31	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	TARGET.COM - POP DAY SUPPLIES - BALLOONS	25.92	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SUBWAY - FOOD FOR MATH WORKSHOP PLANNING COMMITTEE	76.82	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	TARGET - YPICS PD SNACKS AND DRINKS - CHIPS, SODA	31.08	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SMART AND FINAL - 7TH/8TH GRADE MATH NIGHT DRINKS AND SNACK	33.57	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SMART AND FINAL - YPICS PD CONTINENTAL BREAKFAST	56.83	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	FOOD 4 LESS - SNACKS FOR MATH WORKSHOP PLANNING COMMITTEE	13.18	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SMART AND FINAL - FOOD / DRINKS FOR 6TH GRADE MATH NIGHT	104.61	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SAM'S CLUB - YPICS PD - PLATES, CUTLERY	12.67	
4390	Other Supplies	BCCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	STARBUCKS - YPICS PD - COFFEE TRAVELERS	12.90	
4390	Other Supplies	BCCS	4/30/2018	STD12/18/17-0160	CCU - DG - 0160	SUPERIOR GROCERS - FOOD FOR EVENT POP DAY	95.59	
4390	Other Supplies	BCCS	4/30/2018	STD12/18/17-0160	CCU - DG - 0160	TARGET - POP DAY DRINKS FOR STAFF	33.81	
4390	Other Supplies	BCCS	4/30/2018	STD12/18/17-0160	CCU - DG - 0160	DOMINO'S PIZZA - POP DAY LUNCH FOR STAFF	96.24	



Object Code	Object Title	MGT Group Code	Effective Date	Document Number	Name	Transaction Description	Debit	Credit
4390	Other Supplies	BCCS	4/30/2018	STD12/18/17-0160	CCU - DG - 0160	TARGET - THERMOMETER FOR STUDENTS	32.84	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0129	CCU - KB - 0129	DOMINO'S PIZZA - PIZZA FOR LAUSD BINDER PREP	26.25	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	LA SIRENITA - LUNCH FOR YPICS OPERATIONS STAFF TRAINING	114.71	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	TARGET - GLUE FOR MEAL PROGRAM BOARDS	10.15	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	LA SIRENITA - LUNCH FOR LAUSD OVERSIGHT VISIT	40.15	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	TARGET - DRINKS AND PAPER GOODS FOR LAUSD OVERSIGHT VISIT	43.49	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	EL MILAGRO - SWEET BREAD FOR OPERATIONS TEAM TRAINING	15.33	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	EL MILAGRO - BREAKFAST SWEET BREAD FOR LAUSD OVERSIGHT VISI	11.25	
4390	Other Supplies	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	SMART & FINAL - CANDY, COOKIES, FRUIT FOR LEADERSHIP SALES	64.30	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - CHROMEBOOK REPLACEMENT PARTS	307.89	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	PAYPAL CDSPARTS.COM - CHROMEBOOK REPLACEMENT PARTS	181.86	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	PAYPAL ACE-DP - POWER ADAPTERS FOR CHROMEBOOKS	39.92	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	AMAZON - CRUCIAL BX300 CHROMEBOOK REPLACEMENT PARTS	65.69	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	SOCCER SHOP USA - SOCCER UNIFORMS	1,627.37	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	PAYPAL AVEELECTRON - OEM BOTTOM BASE COVER FOR ACER FOR C	7.49	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	PAYPAL JIANGLAN YIN - LAPTOP PALMRESTS, KEYBOARDS, TOUCHPAD	264.72	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	PAYPAL STATESTREET - OSU COWBOYS TEAM LOGO FLAG	8.95	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	ASSET GENIE - CHROMEBOOK PARTS	228.35	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	STAPLES - POST IT EASLE PAD	29.55	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	COSTCO - PHOTO DEVELOPMENT FOR PHOTOGRAPHY CLASS	21.85	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	PICK UP STIX - FOOD FOR STUDENTS AT SPEECH / DEBATE EVENT	93.00	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	AMAZON - LAMINATED ID BADGES FOR MOVIE NIGHT	9.80	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	SMART & FINAL - CHURROS FOR LEADERSHIP SALE	10.99	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	SMART & FINAL - CHURROS AND PAPER PRODUCTS	38.38	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	AMAZON - LEADERSHIP MOVIE NIGHT - PAINT SET, CAPES, BACKDROP	111.39	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	COSTCO - FRUIT AND BAKED CHIPS FOR LEADERSHIP FRUIT SALE	56.93	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	SMART & FINAL - DRINKS AND TORTILLAS FOR LEADERSHIP TACO SAL	74.54	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	AMAZON - SUPPLIES FOR LEADERSHIP MOVIE NIGHT	9.99	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	SAN FERNANDO FLORIST STRIPE - CARNATIONS FOR VALENTINE GRAM	65.70	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	SMART & FINAL - FOOD FOR LEADERSHIP MOVIE NIGHT	141.04	
4390	Other Supplies	BCHS	4/30/2018	STD02/22/18-0194	CCU - YF - 0194	SMART & FINAL - MEAT FOR LEADERSHIP TACO SALE	81.84	
4390	Other Supplies	BCHS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	TARGET - YPICS PD SNACKS	17.06	
4390	Other Supplies	BCHS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SAM'S CLUB - YPICS PD - PLATES, CAESAR DRESSING, CUTLERY	6.96	
4390	Other Supplies	BCHS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	EGG PANORAMA - FOOD FOR OPERATIONS TRAINING	25.42	
4390	Other Supplies	BCHS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SMART AND FINAL - YPICS PD CONTINENTAL BREAKFAST	31.20	
4390	Other Supplies	BCHS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	STARBUCKS - YPICS PD - COFFEE TRAVELERS	7.08	
4390	Other Supplies	MORCS	4/1/2018	STD12/18/17-0178	CCU - LG - 0178	SMART N FINAL - NACHOS FOR STUDENTS - CELEBRATION FOR ACADE	105.84	
4390	Other Supplies	MORCS	4/1/2018	STD12/18/17-0178	CCU - LG - 0178	WINCHELL'S DONUTS - BREAKFAST FOR MIDDLE SCHOOL PD - DONUTS	18.47	
4390	Other Supplies	MORCS	4/5/2018	STD02/22/18-0178	CCU - LG - 0178	SUBWAY - SANDWICHES FOR SPQR MEETING AT MORCS	50.52	
4390	Other Supplies	MORCS	4/5/2018	STD02/22/18-0178	CCU - LG - 0178	SMART & FINAL - COFFEE , COOKIES, SNACKS FOR PARENT WORKSHO	126.52	
4390	Other Supplies	MORCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	TARGET - YPICS PD SNACKS AND DRINKS - CHIPS, SODA	28.72	
4390	Other Supplies	MORCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	EGG PANORAMA - FOOD FOR OPERATIONS TRAINING -	42.78	
4390	Other Supplies	MORCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SAM'S CLUB - YPICS PD - PLATES, CUTLERY	11.71	
4390	Other Supplies	MORCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	SMART AND FINAL - YPICS PD CONTINENTAL BREAKFAST	52.51	
4390	Other Supplies	MORCS	4/30/2018	STD11/18/17-0160	CCU - DG - 0160	STARBUCKS - YPICS PD - COFFEE TRAVELERS	11.92	
4400	Non Capitalized Equip	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	IKEA - OFFICE TABLE & CHAIRS	282.51	
4400	Non Capitalized Equip	BCHS	4/30/2018	STD01/18/18-0194	CCU - YF - 0194	IKEA - CREDIT		282.51
4700	Food and Food Supp	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	COSTCO - PORTABLE WATER AND WATER CONTAINERS	236.36	

Object Code	Object Title	MGT Group Code	Effective Date	Document Number	Name	Transaction Description	Debit	Credit
5200	Travel and Conferen	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	EB PALM VALLEY PBL - REGISTRATION, BUCK INSTITUTE PBL CONFE	1,334.14	
5200	Travel and Conferen	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	WESTIN MISSION HILLS - HOTEL STAY, CONFERENCE VILLEGAS & MUR	639.56	
5200	Travel and Conferen	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	YPS HOMEAWAY - DEPOSIT REFUND FOR ILLUMINATE CONFERENCE		1,000.00
5200	Travel and Conferen	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	SOUTHWEST - FLIGHTS FOR GEAR UP CONFERENCE LAS VEGAS	367.96	
5200	Travel and Conferen	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	CAESARS HOTEL AND CASINO - HOTEL STAY, GEAR UP CONFERENCE -	430.62	
5200	Travel and Conferen	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	CAESARS HOTEL AND CASINO - HOTEL STAY, GEAR UP CONFERENCE -	410.04	
5200	Travel and Conferen	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	SOUTHWEST - FLIGHT FOR GEAR UP CONFERENCE LAS VEGAS	367.96	
5200	Travel and Conferen	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	SAN DIEGO MARRIOTT - HOTEL, D. CENTOFANTI, PBIS/SAFE SCHOOLS	75.00	
5200	Travel and Conferen	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	SAN DIEGO MARRIOTT - HOTEL, V. MENESES, PBIS/SAFE SCHOOLS CO	585.53	
5200	Travel and Conferen	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	SAN DIEGO MARRIOTT - HOTEL, V. MENESES, PBIS/SAFE SCHOOLS CO	75.00	
5200	Travel and Conferen	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	SAN DIEGO MARRIOTT - HOTEL, D. CENTOFANTI, PBIS/SAFE SCHOOL	585.53	
5200	Travel and Conferen	CA	4/26/2018	STD01/03/18-4736	WELLS FARGO	THE DARCY HOTEL - INTERNET ACCESS DURING NILSL CONFERENCE I	6.60	
5200	Travel and Conferen	CA	4/26/2018	STD01/03/18-4736	WELLS FARGO	THE DARCY HOTEL - INTERNET ACCESS DURING NILSL CONFERENCE I	14.44	
5200	Travel and Conferen	CA	4/26/2018	STD01/03/18-4736	WELLS FARGO	THE DARCY HOTEL - INTERNET ACCESS DURING NILSL CONFERENCE I	33.55	
5300	Dues and Membersh	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	SQ CHSSA - HIGH SCHOOL SPEECH ASSOCIATION DUES DOR TCFL	123.00	
5300	Dues and Membersh	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	IXL - 1 YEAR CLASSROOM LICENSE, ALG.2, TRIG, & STAT	499.00	
5300	Dues and Membersh	CA	4/30/2018	STD01/18/18-0129	CCU - KB - 0129	GOOGLE SVCAPPS - YPICS DOMAIN CHARGE	50.00	
5610	Building Rent	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	PUBLIC STORAGE - STORAGE SPACE	416.10	
5610	Building Rent	CA	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	PUBLIC STORAGE - STORAGE SPACE RENTAL	458.00	
5812	Pupil Transportation	BCCS	4/1/2018	STD02/22/18-0005	CCU - RD - 0005	FULCRUM LEARNING - 50% DEPOSIT FOR ROPES COURSE - 7TH GRAD	2,725.60	
5812	Pupil Transportation	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	BOB HOPE AIRPORT - PARKING, PHOTO CLUB FIELD TRIP	23.00	
5812	Pupil Transportation	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	SHELL OIL - FUEL FOR RENTAL VAN - FIELD TRIP TO PALM SPRINGS	70.18	
5812	Pupil Transportation	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	ENTERPRISE RENT-A-CAR - VAN RENTAL, FIELD TRIP TO PALM SPRIN	177.73	
5812	Pupil Transportation	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	TRAVEL INSURANCE POLICY - COLLISION COVERAGE FOR PALM SPRIN	18.00	
5812	Pupil Transportation	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	PALM SPRINGS AERIAL TR - ADMISSION TICKETS FOR PHOTO CLUB	55.90	
5812	Pupil Transportation	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	BLAZE PIZZA PALM SPRINGS - PIZZA FOR PHOTOGRAPHY CLUB ON FIE	94.61	
5812	Pupil Transportation	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	PALM SPRINGS AERIAL TR - ADMISSION TICKETS FOR PHOTO CLUB	279.50	
5830	Advertisement / Recr	BCHS	4/30/2018	STD02/22/18-0152	CCU - LS - 0152	INDEED - RECRUITMENT - LISTING SERVICES	151.04	
5830	Advertisement / Recr	CA	4/26/2018	STD01/03/18-4736	WELLS FARGO	NEXT DAY FLYERS - BUSINESS CARDS FOR MS. KING-BERG	61.24	
5900	Communications	BCCS	4/30/2018	STD01/18/18-0129	CCU - KB - 0129	SLACK - SLACK - YPICS COMMUNICATION APPPLICATION	693.84	
5900	Communications	BCCS	4/30/2018	STD11/18/17-0005	CCU - RD - 0005	FEDEX - POSTAGE - PROJECTOR SENT OUT FOR REPAIRS	18.45	
5900	Communications	BCHS	4/30/2018	STD01/18/18-0129	CCU - KB - 0129	SLACK - SLACK - YPICS COMMUNICATION APPPLICATION	380.90	
5900	Communications	MORCS	4/30/2018	STD01/18/18-0129	CCU - KB - 0129	SLACK - SLACK - YPICS COMMUNICATION APPPLICATION	641.00	
							<b>24,039.78</b>	<b>1,282.51</b>



# Coversheet

## Recommendation to approve Master Services Agreement with Exed, Inc.

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** C. Recommendation to approve Master Services Agreement with Exed, Inc.  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** FY18-19 EXED CALPADS Contract YPICS.pdf  
FY18-19 EXED Contract YPICS (1).pdf

## Schedule B:

### **ADDITIONAL SERVICES SCOPE OF WORK TO BE PERFORMED BY EXED**

This Schedule (the “Schedule”) is entered into as of the 30th day of June 2018 (the “Effective Date”). The Schedule outlines the additional services ExED will provide YPI Charter Schools, Inc (“Client”) as part of the Management and Accounting Services Agreement (the “Agreement”) that ExED and Client entered into on the 30th day of June 2018. The services identified in this Schedule include CALPADS Data Management and Data Reporting Support Services.

#### 1. **DEFINITIONS**

- a. “CALPADS” means the California Longitudinal Pupil Achievement Data System. CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.
- b. “CBEDS” means California Basic Educational Data System. CBEDS data are reported through an Online Reporting Application called CBEDS-ORA. The purpose of CBEDS is to collect data about schools and districts, as well as some aggregate data on students and staff.
- c. All other defined terms used in this Schedule shall have the definitions stated in the Agreement.

#### 2. **CALPADS DATA MANAGEMENT AND DATA REPORTING SERVICES**

- a. ORIENTATION. Provide orientation to CALPADS Support Services.
  - (i) Discuss CALPADS reporting requirements related to school funding.
  - (ii) Review goals for ExED and Client.
  - (iii) Review responsibilities of ExED and Client.
  - (iv) Client Responsibility
    - (1) Provide ExED with appropriate access to its SIS application.
    - (2) Provide ExED with access to LEA Admin CALPADS account information. LEA Admin account is the master account and allows for the creation of users and resetting of passwords. Provide ExED with a second CALPADS account at the LEA level. An LEA level (or District level) account provides for the daily tasks and management of Client data.
    - (3) Provide ExED with Designated Point Person to facilitate requests for records verification in order to troubleshoot and clear errors in CALPADS data.
    - (4) Client staff will not directly change CALPADS data without first communicating to and coordinating with ExED.

- b. TRAINING. ExED will train Client-identified staff responsible for SIS, CALPADS, and data management in the following areas:
  - (i) Review data elements specific to CALPADS including Students, Staff, Course creation, and Attendance.
  - (ii) Facilitate troubleshooting in SIS on issues specific to CALPADS.
  - (iii) Provide support via email, phone, remote assistance, and in-person visits on issues specific to CALPADS.
    - (1) Phone support will be available during normal business hours.
    - (2) Email requests can be directed to ExED at: [compliance@exed.net](mailto:compliance@exed.net).
  
- c. DATA INTEGRITY. Assess and support data integrity for CALPADS-related data elements. ExED will:
  - (i) Evaluate current processes to collect, enter and maintain required data elements and offer guidelines for collecting and populating data to meet requirements.
  - (ii) Create and/or locate Statewide Student Identifiers (“SSIDs”) for new students enrolling at Client. ExED will complete this process as part of monthly attendance reporting.
  - (iii) Identify and communicate to Client any conflicting, missing and/or required data so as to comply with the CALPADS certification process. ExED will provide timelines, guidance, and instructions to Client to address missing and/or required data.
  - (iv) ExED recognizes that data integrity originates from various media. See the Enhanced Support Services for additional evaluative and planning services of school data collection processes.
  - (v) Support End of Year / Beginning of Year Rollover
    - (1) Assist in managing the rollover process in SIS for 2018-2019.
    - (2) Support set up of new academic terms in SIS and instruct Client on calendar set up for attendance or facilitate communication with SIS vendor for troubleshooting.
  - (vi) Client responsibility.
    - (1) **Client is responsible for the integrity of their data.**
    - (2) Provide an overview to ExED of Client’s data management structure and current processes for the collection, validation, and reporting of data.
    - (3) Provide time for the appropriate staff to meet to review processes with ExED.
    - (4) For all students who enroll and exit Client, Client is responsible to ensure enrollment is entered in the SIS in the correct grade-level within the first attendance reporting cycle of student’s enrollment.

- (5) Client is responsible to notify ExED if enrolled students have a mid-year grade-level change once enrolled.
- (6) Client is responsible to notify District of Residence of exited student pursuant to Ed Code §47605(d)(3).
- (7) Client is responsible for completing any missing data and/or required data and entering the relevant data into Client's SIS or data entry templates for set up of Client's SIS system.
- (8) Client is responsible for follow-up with any data discrepancies and notifying ExED once resolved.
- (9) Client will provide ExED 2018-2019 academic year dates.
- (10) Client will provide ExED next year school and next year grade information for returning students, including any retained students as required in their SIS.
- (11) Client will identify and transfer out non-returning students.

d. DATA VALIDATION & CERTIFICATION. ExED will:

- (i) Validate and extract data from SIS and upload, review, and certify data in CALPADS as required, including:
  - (1) Prepare and certify Fall 1 data.
  - (2) Prepare and certify Fall 2 data.
  - (3) Prepare and certify End of Year 1 data (as applicable)
  - (4) Prepare and certify End of Year 2 data.
  - (5) Prepare and certify End of Year 3 data.
  - (6) Provide comprehensive review of CALPADS data entered into Client SIS.
  - (7) Secure Client sign-off and approval of CALPADS data prior to submitting for final certification.
  - (8) Manage CALPADS anomalies, including Multiple Identifiers (MID), Exit Reason Discrepancy (ERD), and Concurrent Enrollments (CCE), within the threshold given by CALPADS for successful certification.
  - (9) Provide Certification Reports and summarize key data certified in CALPADS.
  - (10) If Client requests CALPADS amendment window is utilized, ExED has the right to charge an additional fee. ExED will notify Client of the additional fees prior to beginning work.
- (ii) **Data accuracy remains the responsibility of Client and is acknowledged upon signature of summary data provided by ExED.**

e. COMMUNICATION. Measure and report progress. ExED will:

- (i) Summarize key data certified in CALPADS to Client's leaders and key staff

- (ii) Navigate complex CALPADS demands and stay up to date on frequently changing requirements.

f. **ADDITIONAL REPORTING SUPPORT.** ExED will:

- (i) Provide support and guidance on reporting California Basic Educational Data System (“CBEDS”) data out of SIS.

- (1) Troubleshoot any issues with CBEDS extracts/data.
- (2) Identify any discrepancies and anomalies with the CBEDS data in SIS.
- (3) Provide comprehensive analysis and review of CBEDS data entered into Client SIS.
- (4) Secure Client sign-off and approval of CBEDS data prior to final submission.

- (ii) Client Responsibility.

- (1) Client will provide CBEDS-ORA login information to ExED as requested and within the timeframe established in the request.

3. **OPTIONAL ENHANCED SUPPORT SERVICES:**

- a. See section “Optional Enhanced Support Services” at the end of Schedule for a description of additional services that are available to Client.
- b. ExED will provide a summary of services to be provided and Client will agree to proposed services and hourly rate prior to ExED performing any of the Enhanced Support Services.

4. **PAYMENT AND TERMS**

a. Fees and Charges.

- (i) CALPADS Data Management and Data Reporting Support Services

- (1) Rate. Client will pay ExED a flat fee of \$24,969 for the 2018-19 school year for the CALPADS Data Management and Data Reporting Support Services and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the services. These out-of-pocket expenses will not exceed \$100 per month without written authorization from Client.
- (2) Invoicing. ExED will invoice Client \$2,080.75 monthly from July 1st, 2018, through June 30, 2019, as well as for out-of-pocket expenses incurred not to exceed \$150 per month without written authorization from Client. ExED will automatically prepare a check on a monthly basis for ExED payment for execution by the person authorized by Client to execute such checks.

- (ii) Optional Enhanced Support Services
  - (1) Rate. Client will pay ExED \$115.00 per hour for the Enhanced Support Services it requests and approves and will reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the services. The time ExED staff spends driving to/from Client to perform the Enhanced Support Services will be included in ExED's hourly fees.
  - (2) Invoicing. ExED will invoice Client monthly for the Enhanced Support services provided and out-of-pocket expenses incurred. ExED will automatically prepare a check on a monthly basis for ExED payment for execution by the person authorized by Client to execute such checks.

5. **CONFIDENTIALITY**

- a. ExED will directly access Client's SIS system and will extract data required for CALPADS reporting. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- b. ExED will directly access student information using SIS as licensed to Client, and provide user technical support as well as develop reports, as reasonably requested by Client. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- c. ExED will directly access information regarding eligibility for student participation in free and reduced price meals programs. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- d. ExED will utilize software systems such as Citrix ShareFile and/or Box to share confidential student and staff information via a secured system rather than via individual emails.

6. **THE CLIENT'S OBLIGATIONS.**

- a. Authorized Personnel. The Board may identify to ExED, in writing, the Client Administrator and other staff member(s) authorized to work with ExED with respect to: CALPADS, SIS, and data management services. In the absence of such designated persons, ExED shall be authorized to communicate with any Client Administrator and the presiding officer of the Board.
- b. Principal Contact. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information and approve CALPADS submissions; as well as an alternate contact in the event Client Administrator cannot or should not serve as Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, any Client Administrator and the presiding officer of the Board shall have such authority.
- c. Access to State Systems. Client is responsible for maintaining master accounts with associated usernames and passwords for accessing the CALPADS state system, the CBEDS online reporting system, and any 3rd party assessment systems (e.g. CAASPP/TOMS).
- d. SIS Records. Client will maintain all data records in SIS. Client is responsible for maintaining the accuracy of Client's data records, correcting data errors, and entering new or corrected data. Client is solely responsible to ensure the accuracy of the data it provides to ExED or that is maintained in Client's SIS database. ExED has no responsibility to

independently confirm the accuracy of the data it receives from Client or that is maintained in Client's SIS database. ExED will advise Client of the data to be corrected so as to comply with the CALPADS certification process and may provide data entry templates, but Client is responsible for correcting the errors or completing the missing data.

- e. Coordination and Cooperation. Client, the Client Administrator, authorized staff members and the principal contact will work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Additional Services identified in this Schedule. Client will comply with and respond promptly to all reasonable requests of ExED to correct data errors and for information and documents from Client.

**If Client does not meet timelines that ExED has established for making data corrections required for CALPADS certification, ExED will not be responsible if Client is unable to certify or if Client certifies with inaccurate data.**

- f. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures for a charter school applicable to data management, including, but not limited to: attendance, eligibility for student participation in free and reduced price meals programs, and special education.
- g. Integrity. Client will act with integrity and alert the management of ExED to any fraudulent activity which is reasonably related to the Additional Services identified in this Schedule as soon as Client becomes aware, to the extent permitted by law. Client acknowledges that ExED's ability to provide these Additional Services is premised upon Client acting in a prudent manner.

7. **OTHER PROVISIONS**

- a. Other than the services outlined above in the section "Optional Enhanced Support Services" ExED is not responsible for any other activities, unless mutually agreed to in writing.
- b. All other terms, conditions, obligations, rights and provisions of the Agreement, including but not limited to limitation of liability and dispute resolution provisions, shall apply to all Additional Services identified in this Schedule.

8. **TERM AND TERMINATION EXPIRATION.**

This Schedule to provide Additional Services shall continue in full force and effect from July 1, 2018, until June 30, 2019.

- a. Termination for convenience. Either party may terminate this Schedule upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending work for the current month.
- b. Immediate termination for cause. ExED may immediately terminate the services outlined in this Schedule in the event it determines that it cannot provide the Services in a professional manner due to the actions or inaction of Client with respect to data management; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor.

IN WITNESS WHEREOF, the parties hereto execute this Schedule in counterparts as of the Effective Date through duly authorized representatives.

**CLIENT:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Yvette King-Berg

Title: Executive Director

**ExED:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Tait G. Anderson

Title: Executive Vice President



**OPTIONAL ENHANCED SUPPORT SERVICES:**

Activity	ExED Responsibilities	Client Responsibilities
Scheduling	<ul style="list-style-type: none"> <li>• Assist with scheduling on an as needed basis</li> <li>• Evaluate the scheduling set up configuration for Client prior to the beginning of the year and provide recommendations on the overall scheduling approach</li> <li>• Help troubleshoot schedules and provide ongoing support</li> </ul>	<ul style="list-style-type: none"> <li>• Inform ExED of any scheduling criteria that is relevant to the scheduling process and inform ExED of any process changes</li> </ul>
Setup and Support for Progress Reports and Report Cards	<ul style="list-style-type: none"> <li>• Provide basic maintenance and support for existing progress reports and report cards (Note: Any requests to create new progress reports/report cards will require a separate summary of work to be completed to define the scope of services to be provided).</li> </ul>	<ul style="list-style-type: none"> <li>• Provide ExED with an overview of Client’s grading practices and grading frequency</li> <li>• Provide ExED with a ‘print-ready’ PDF of desired report card or Progress Report</li> <li>• Liaise with teaching staff as necessary</li> </ul>

## **EXCELLENT EDUCATION DEVELOPMENT MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT**

This Management and Accounting Services Agreement (the “Agreement”) is entered into as of the 30th day of June 2018 (the “Effective Date”) by YPI Charter Schools, Inc (“Client”), a California nonprofit public benefit corporation, and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, with reference to the following facts:

### **BACKGROUND**

ExED is in the business of providing accounting and related business services to charter schools in California (the “Services” as defined below). Client represents that it has authority to operate multiple charter schools authorized by the Chartering Authority, as defined below. In consideration of the premises, and of the mutual covenants and conditions contained herein, Client and ExED agree as follows:

#### 1. DEFINITIONS

- a. “ADA” means the average daily attendance, reported as required by the California Department of Education that must be filed by the Client with the State of California in accordance with applicable laws and regulations.
- b. “Additional Services” means any supplemental services to be provided by ExED at request of Client. If Additional Services are part of this Agreement, they are described in a Schedule entitled “Additional Services Scope of Work to be Performed by ExED” and attached hereto. Additional services supplement the Basic Services provided by ExED under this Agreement.
- c. “Affiliate” means nonprofit corporations or limited liability companies that are controlled by or under common control with Client. In this Agreement, the following corporation(s) or limited liability companies are Affiliates of Client: Not Applicable.
- d. “Auditor” means an independent certified public accountant selected by Client to prepare annual audited financial statements for Client, as required by California Education Code 41020.
- e. “Basic Services” means the services provided by ExED as selected by Client and described in Schedule A.
- f. “Board” means the governing body of the Client.
- g. “Budget” means the current and future budgets of the Client prepared by ExED in coordination with the Client as described in this Agreement and adopted by the Board.
- h. “Categorical Funding Applications” means State funding programs for which the Client may be eligible and apply for and not included within the Local Control Funding Formula (LCFF).
- i. “Chartering Authority” means the local school district or county office of education or state board of education that has issued a charter to Client to operate a School.
- j. “Client Administrator” means one or more Client staff or Board member(s) in leadership positions authorized to work with ExED with respect to the services outlined in this Agreement. Unless otherwise notified in writing, the Client

Administrator herein shall be (i) the chief executive officer, executive director or equivalent, (ii) the presiding officer of the Board, and (iii) the principal or head of school for matters pertaining to any specific School operated by Client.

- k. “Confidential Information” means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, and software source documents. Confidential Information includes, without limitation, information acquired from a Student Information System, financial information, procurement requirements, purchasing information, plans and personnel information of the parties, and student information as protected under the Family Educational Rights and Privacy Act (FERPA) and other privacy protection laws, as applicable to the operations of Client and ExED under this Agreement.  
Confidential Information does not include information that: (a) is now publicly or generally known or available or that hereafter, through no act or failure on the part of the receiving party, or through any violation of law or contract becomes generally known or available; (b) is legally known to the receiving party at the time of receiving such information; (c) is furnished to others by the disclosing party without a restriction on disclosure; (d) is hereafter furnished to the receiving party by a third party without restriction on disclosure, where such third party legally obtained such information and the right to disclose it to the receiving party; or (e) is independently developed by the receiving party without violation of any legal rights which the disclosing party may have in such information.
- l. “P-1/P-2” means the attendance reports that must be submitted to the State of California for ADA apportionment purposes.
- m. “myExED Portal” means the ExED client portal (myexed.org) and the associated applications made available to select Client staff via this website.
- n. “Paycom” is a third-party human capital management software provider that Client has contracted with to provide payroll processing and other human resource services.
- o. “Paycom Alternate” means Paychex, a payroll processing service alternative to Paycom. If this box is checked with an “X”, Client has elected to use a Paycom Alternate for the term of this Agreement:  Not Applicable .
- p. “Proprietary Property of ExED” means all right, title and interest in and to the materials and systems developed and used by ExED in the performance of the Agreement including, without limitation, all trade secrets, know-how, protocols, policies, specifications, software, forms, as well as additions and modifications thereto developed and/or used by ExED in the furtherance of its operations and in performance of its obligations under this Agreement. Proprietary Property also includes ExED work product, reports, templates, studies, specifications, business methods, tools, methodologies, techniques, solution construction aids, analytical frameworks, algorithms, products, documentation, abstracts and summaries thereof that do not contain or embody Client’s Confidential Information. Proprietary Property includes “ExED Core Business Components,” defined as those general skills, know-how, expertise, techniques, methodologies, processes, templates, and business methods that are acquired or developed during the performance of the Agreement and that are related to ExED’s primary business, such as, by way of example, but not of limitation, methodologies and processes for managing school budgets and financial reporting, that do not contain or embody Client’s Confidential Information. Proprietary Property also includes “ExED Knowledge Capital,” which

means ExED materials existing prior to commencement of the Agreement, or developed outside the scope of the Agreement, that are proprietary to ExED, and all associated intellectual property rights and any enhancements and modifications to such materials, whether or not such enhancements and modifications are developed as part of the Agreement.

- q. “School” means each charter school that Client has been authorized to operate by a Chartering Authority, which is actually operated by Client and included in the scope of the Services described herein.
- r. “Services” means the Basic Services and any Additional Services agreed upon by the parties as further described in Schedule A and additional Schedules (if applicable) attached hereto.
- s. “Student Information System (SIS)” refers to a web-based student information system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff demographics, staff assignments, and other data.
- t. “Site” means a site at which Client conducts its business.
- u. “Standard Financial Reports” means the financial reports prepared by ExED for Client Administrators or the Board. See Schedule A for list of reports included.
- v. “State Budget” means the current budget of the State of California as approved and signed by the Governor of the State of California for the current fiscal year.
- w. “State Standardized Account Codes” means the account codes mandated by the California Department of Education.

## 2. THE SERVICES

- a. Basic Services. During the term of this Agreement, ExED will provide Client with the Basic Services described on Schedule A. ExED shall provide Client a non-exclusive, non-assignable license to use the Proprietary Property of ExED solely for Client operations, at no additional cost, during the term of this Agreement.
- b. Additional Services. Client may request ExED to provide additional Services. If ExED agrees to provide Additional Services, the Additional Services will be described in detail in a separate Schedule to be added to this Agreement and signed by authorized representatives of both parties. Charges, fees, responsibilities and obligations with respect to the Services will be adjusted as described in that Schedule.
- c. Services to Affiliates. ExED is not providing any services to Affiliates of Client under this Agreement. Client shall cause its Affiliates to engage ExED for a separate scope of services or shall manage the financial affairs of its Affiliates without ExED assistance. If ExED has been engaged by one or more Affiliates to provide services, and Client has been designated to pay for such services (in lieu of paying higher rent, otherwise required for the Affiliate to pay directly), Client agrees that ExED fees for such services will be billed to and due from Client.

3. PAYMENT AND TERMS

- a. Fees and Charges. During the term of this Agreement, Client will pay ExED a fee of \$220,081 for the 2018-19 school year for the Basic Services and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the Basic Services as provided for in Schedule A. These out-of-pocket expenses will not exceed \$150 per month without prior, written authorization from the Client.
- b. Invoicing. ExED will invoice Client \$18,340.08 monthly from July 1st, 2018, through June 30, 2019, as well as for out-of-pocket expenses incurred not to exceed \$150 per month without prior written authorization from the Client. ExED will automatically prepare a check for ExED's payment on a monthly basis for execution by the person authorized by the Client to execute such checks.
- c. Payment Terms. Payment is due thirty (30) days from the date of delivery of the monthly invoice.
- d. Right to Suspend Performance. In the event of default or delay in payment greater than 45 days from the date of delivery of the monthly invoice, ExED reserves the right to suspend part or all of its performance of duties under this Agreement until all amounts for Services that are due and payable are paid in full. In the event Client disputes all or any portion of the invoice that is due, Client shall notify ExED within 20 days of receipt of the invoice; and initiate the dispute resolution process under Section 10 hereof, but shall pay the invoice in full, pending the outcome of such process.
- e. Taxes. Except as expressly stated in this Agreement, ExED and Client are responsible for any and all taxes on their respective incomes, and for payment and withholding of all applicable taxes, including but not limited to income, property and sales taxes.
- f. Late Payments. Payments made after the 30-day period set forth in Section 3.c. are subject to a late payment penalty equal to a monthly rate of 1%, not to exceed the maximum allowed under applicable law.
- g. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement.

4. RELATIONSHIP OF THE PARTIES

- a. Independent Contractors. ExED and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as may be expressly agreed upon in this Agreement or a Schedule attached hereto, neither party has any authority or power to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.
- b. No Benefits. No ExED employee is eligible to participate in any benefits programs offered by Client to its employees, nor in any pension plans, insurance plans or other similar plans offered by Client to its employees.
- c. Employees. Each party will exercise day-to-day control over and supervision of their respective employees, including, but not limited to, hiring, evaluation, promotion, demotion, compensation, employee benefits, discipline and discharge. All work assignments, instruction, scheduling, staffing and direction of Client employees shall

be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees.

- d. Subcontractors. ExED reserves the right to subcontract with other individuals and businesses for the Services. ExED will be responsible for its subcontractors, all payments to subcontractors, and the direction and control of the work to be performed by, its subcontractors, if any. All subcontractors, if any, will be required by ExED to comply with the terms and conditions of this Agreement respecting Client Confidential Information.

5. THE CLIENT'S OBLIGATIONS.

- a. Authorized Personnel. The Client Administrator(s) identified herein are authorized to work with ExED and authorize their staff to work with ExED with respect to the services outlined in this Agreement.
- b. Alternative Contacts. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues; as well as an alternate contact in the event the Client Administrator cannot or should not serve as the Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, the chief executive officer and the presiding officer of the Board shall have such authority.
- c. Financial Records and Audit.
  - (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority such as philanthropic organizations). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by ExED and provided to Client.
  - (ii) The Client will obtain a timely annual audit of its books and records from a qualified independent certified public accounting firm and immediately provide ExED with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs ExED to work with Client's Auditor on any matter or issue pertinent to the Services and will confirm such authorization upon request by ExED.
  - (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from the Chartering Authority, any governmental investigating or funding authority or Client's Auditor, to the extent required by law, including exceptions noted in any independent accountant's report.
- d. Coordination and Cooperation. Client will cause the Client Administrator(s) and other authorized staff members to work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of ExED for information or documents from the Client.
  - (i) Client covenants to: assist ExED in reconciling outstanding invoices, and to provide ExED with copies or originals of vendor invoices and

correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by ExED.

- (ii) Client staff with access to the myExED Portal will take reasonable steps to maintain the confidentiality of their myExED login credentials. Client staff will notify ExED if the confidentiality of their myExED login credentials has been compromised.
  - (iii) Client staff will take reasonable steps to ensure the security of the devices used to access the myExED Portal and will use their best effort to notify ExED if the security of a device has been compromised.
  - (iv) Client staff will only use the myExED Portal for work related activities.
- e. Payroll. Client will provide all necessary and proper data to ExED for payroll processing and retirement reporting, if applicable.
- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client Site.
  - (ii) If necessary, Client will use, and purchase if necessary to use, commercially reasonable time clocks for timekeeping purposes.
  - (iii) The following provisions shall apply unless Client is using a Paycom Alternate for the term of this Agreement:
    - (1) Client will sign, or has signed, the Paycom Payroll Service Agreement and Paycom will deposit and file Client's Federal, State Withholding and State Disability taxes and tax returns, quarterly and annual, associated with payrolls processed through Paycom. Paycom will file Client's annual forms W-2/W-3.
    - (2) Client will be responsible for all fees and charges assessed by Paycom.
    - (3) Client will submit all necessary payroll and time and attendance data within the Paycom software.
    - (4) Client will be responsible for maintaining employee information, not related to payroll processing, within the Paycom software.
    - (5) Client will be responsible for working with Paycom to setup and track any payroll accruals (e.g., vacation, sick, etc.)
  - (iv) Client will approve all final check calculations. ExED will follow California labor code when calculating an employee's final check unless directed by the Client to follow the calculation method commonly used by school districts.
- f. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.
- (i) Client is responsible for taking daily attendance records compliant with the California Education Code. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.



- g. Grant and Funding Requirements. Client covenants to make good faith effort to comply with all material grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures.
  - (i) Client to prepare Semiannual Certifications and/or Personnel Activity Reports to account for wages paid for with federal funds.
- h. Chartering Authority Requirements. Client covenants to make good faith efforts to comply with all material requirements, including policies and procedures, of the Chartering Authority to the extent applicable to the Client.
- i. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and, if applicable, competitive bid procedures for vendors.
- j. Insurance. Client will obtain and maintain customary and reasonable general liability coverage for its facilities and operations. ExED shall be entitled to request evidence of such coverage.
- k. Notice and Information. Client covenants that it will provide ExED with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client's books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by the Chartering Authority or any other governmental authority, to the extent permitted by law. Client will promptly provide ExED with copies of every report or notice provided to the Chartering Authority or any other governmental agency, including any schedules or exhibits thereto, to the extent such report or notice relates to the Services outlined in this Agreement.
- l. Designation of ExED. Client hereby designates employees and subcontractors of ExED whose duties require access to Confidential Information, including personnel and student information, as having a legitimate educational interest under FERPA.
- m. Protection of Proprietary Property of ExED. Client shall maintain the confidentiality of all Proprietary Property of ExED and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any Proprietary Property of ExED to any unauthorized person by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of ExED, use the Proprietary Property of ExED for any purpose except to the limited extent necessary for the conduct of its operations in accordance with this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of Proprietary Property of ExED.
- n. Integrity and Financial Responsibility. Client will act with integrity and alert the management of ExED to any fraudulent activity which is reasonably related to the Services as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that ExED's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets and maintaining a positive variance to budget throughout the year to the extent feasible.



6. REPRESENTATIONS AND WARRANTIES OF CLIENT

- a. Organization of Client. Client is a California nonprofit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and eligible for determination as a tax-exempt organization which has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as they are now being conducted.
- b. Corporate Power and Authorization. Client has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Client have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by Client and constitutes the valid and legally binding obligation of Client enforceable in accordance with its terms and conditions. Client need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.
- c. No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Client is subject or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Client is a party or by which it is bound or to which any of its assets is subject.

7. REPRESENTATIONS AND WARRANTIES OF ExED

- a. Corporate Power and Authorization. ExED has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by ExED have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by ExED and constitutes the valid and legally binding obligation of ExED enforceable in accordance with its terms and conditions. ExED need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.
- a. No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which ExED is subject or any provision of its Articles of Incorporation or Bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which ExED is a party or by which it is bound or to which any of its assets is subject.
- b. Insurance and Bonding. ExED will obtain and maintain customary and reasonable comprehensive general liability insurance and errors and omissions insurance appropriate to its business under this Agreement and its school-site employees will be covered under ExED's Crime coverage for employee dishonesty.

- c. No Duty to Monitor Compliance with Obligations. In the course of its work, and consistent with Client’s obligations hereunder, ExED may become aware of instances of non-compliance by Client with its own policies, procedures or other obligations described in Section 5 of this Agreement. ExED may bring such failures to the attention of the point of contact or chief executive officer or the presiding officer of the Board, but shall have no obligation to do so, unless the failure directly and materially affects ExED’s ability to carry out its obligations under this Agreement or is the basis for termination of the Agreement for cause.
- d. Confidentiality. ExED shall keep all Confidential Information made available to it under this Agreement confidential to the extent required by law; provided that nothing herein shall be construed as restricting ExED in performing the Services, which require routine disclosure of such information to Auditors, Chartering Authorities, regulatory agencies, insurance carriers, service providers and suppliers, and the Client. Confidential Information shall be handled by ExED, its employees and subcontractors as follows:
- (i) Except as set forth in (vi) below, ExED shall not use the Confidential Information disclosed by the Client pursuant to this Agreement for any purpose other than carrying out its obligations under this Agreement.
  - (ii) ExED and any ExED subcontractors granted access to Client Confidential Information, will take reasonable steps to maintain the confidentiality of Client’s Confidential Information and will notify Client if the confidentiality has been compromised.
  - (iii) ExED and any ExED subcontractors will take reasonable steps to ensure the security of the devices used by their staff to access Client Information and will use their best effort to notify Client if the security of a device has been compromised.
  - (iv) ExED shall maintain reasonable security measures to safeguard the Confidential Information.
  - (v) ExED may, but shall not be required to, destroy the Confidential Information in its possession when no longer needed to carry out the purposes of this Agreement. To the extent such Confidential Information resides only on equipment or in files owned or controlled by ExED, upon termination of this Agreement, ExED shall provide copies to Client at Client’s expense. ExED shall require its employees and subcontractors to agree to comply with these Standard Conditions for the handling of Confidential Information.
  - (vi) Notwithstanding the foregoing, ExED shall have the right to use Client Confidential Information in a non-identifiable way, as part of its overall database of information about public charter schools. For example, Client salaries may be included in overall information ExED compiles, and provides to Client, about the range of salaries offered by similar schools.
- e. Limited Services Warranty. ExED represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.
- (1) Disclaimer of all Other Warranties.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. ExED DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (ii) Limited Remedy. Client's exclusive remedy for defective Services – upon ExED's confirmation of the defect after receiving notice of a claimed defect from Client – is re-performance of the Services by ExED at ExED's expense.
- (iii) Limitation of Liability. EVEN IF ExED CANNOT OR DOES NOT REPERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, ExED'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$62,500. ExED HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.
- (iv) Allocation of Risk. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

f. Warranty Exclusion. ExED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THIRD PARTY SOFTWARE OR HARDWARE.

g. Limited Liability. EXCEPT FOR FAILURE TO COMPLY WITH THE PROPRIETARY RIGHTS PROVISIONS CONTAINED IN THIS AGREEMENT:

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE.

## 8. INDEMNITIES.

Client and ExED indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

9. TERM AND TERMINATION EXPIRATION.

This Agreement shall continue in full force and effect from July 1, 2018, until June 30, 2019.

- a. Termination for Uncured Breach. If either party to this Agreement materially defaults in the performance of any of the terms of this Agreement, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party of the nature of the default or material breach of this Agreement and the termination shall be effective thirty days from receipt of notice unless the defaulting party cures such default within said thirty-day period.
- b. Insolvency. In the event that either party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, the other party may terminate this Agreement upon written notice.
- c. Other Rights. The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights are cumulative. The exercise of any right or remedy under this section 10 does not preclude the exercise of any other right or remedy.
- d. Termination for convenience. Either party may terminate this Agreement upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending work for the current month.
- e. Immediate termination for cause. ExED may immediately terminate this Agreement in the event it determines that it cannot provide the Services in a professional manner, due to the actions or inaction of the Client with respect to financial controls and management; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor.

10. DISPUTE RESOLUTION.

Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 10.

- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – ExED and Client will submit the Dispute to non-binding mediation in Los Angeles. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Except as otherwise provided herein, arbitration shall be governed by the provisions of the California Code of Civil Procedure, commencing with Section 1280.
- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute

resolution (“ADR”) firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. ExED and Client will each bear its own attorneys’ fees associated with the mediation and, if necessary, the arbitration. ExED and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide. ExED and Client shall divide the amounts charged by the ADR firm equally.

- d. Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of the Confidential Information and the Proprietary Information of ExED there can be no adequate remedy of law for any breach of its obligations to maintain the confidentiality and security of such information, and that any breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated for through damages. Therefore, notwithstanding the foregoing provisions of this Section 10, upon any such breach or any threat thereof, the non-breaching party may, at its option, seek temporary, preliminary, and permanent injunctive relief and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party’s obligations to keep the non-breaching party’s information confidential and secure, or the unauthorized use or release of any such proprietary or confidential information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware. The obligations of the parties under this paragraph shall survive the expiration or termination for any reason of this Agreement.
- e. Limitation on Actions. Any Dispute either party may have against the other with respect to this Agreement must be brought within two years after the cause of action arises. This Section 10 shall survive the expiration or termination for any reason of this Agreement.

## 11. GENERAL.

- a. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, fully supersedes any and all prior agreements or understandings pertaining to the subject matter hereof and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each and all of the parties hereto subsequent to the execution of this Agreement.
- b. Waiver in Writing. During the term of this Agreement, neither party shall be deemed to have waived any right, power or privilege under this Agreement or any provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the party to be charged with such waiver.
- c. No Implied Waiver. The failure of any party to act or exercise its rights hereunder upon the breach of any of the terms or conditions hereof shall not be construed as a waiver of such breach, nor shall it prevent such party from hereafter enforcing strict compliance with any and all of the terms and conditions herein set forth.
- d. Communications. Any notice or other communication required by, or permitted to be made by or given to, either party pursuant to this Agreement shall be sent to such party by registered, certified or express mail, postage prepaid or prepaid courier

service, addressed to such party at its address set forth below, or to such other addresses as such party shall designate by written notice given to the other party, and shall be deemed to have been made, given or provided on the date of receipt.

Client: 9400 Remick Ave  
Pacoima, CA 91331  
E-mail: [ykingberg@ypics.org](mailto:ykingberg@ypics.org)

ExED: 11858 La Grange Avenue 2<sup>nd</sup> Floor  
Los Angeles, CA 90025  
E-mail: [tanderson@exed.net](mailto:tanderson@exed.net)

- e. Applicable Law. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of the State of California, provided, however, that any provision of this Agreement which may be prohibited by or otherwise held invalid under such laws shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.
- f. Assignment; Successors. This Agreement is personal, being entered into in reliance upon and in consideration of the skill, qualifications and representations of, and trust and confidence reposed in, ExED and its employees and its selected subcontractors. Accordingly, neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- g. Force Majeure. Neither party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises from circumstances beyond the control and without the fault or negligence of such party. Such causes may include, without limitation, acts of God, acts of public enemies, acts of civil or military authority, labor disputes, material or component shortages, embargoes, rationing, quarantines, blockades, sabotage, utility or communication failures or delays, earthquakes, fire, flood, epidemics, riots or strikes. The time for performance of any act delayed by any such event may be postponed for a period equal to the period of such delay.
- h. Publicity. Client may act as a reference for ExED with respect to the Services upon ExED's reasonable request. ExED may issue press releases or identify Client in marketing materials provided that all references to Client are fair, accurate and not misleading and approved by Client in writing, in advance, in each instance.
- i. Headings. The headings of the several articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement in counterparts as of the Effective Date through duly authorized representatives.

CLIENT:

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Yvette King-Berg

Title: Executive Director

ExED:

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Tait G. Anderson

Title: Executive Vice President



## SCHEDULE A:

SUMMARY OF BASIC SERVICES TO BE PERFORMED BY EXED

- 1) Budgeting
  - A) Budget Development
    - 1) Work with Client administrators to develop an annual budget for each School (4 budgets) for the subsequent fiscal year beginning in March of each year, for approval by Client's governing board no later than June 30<sup>th</sup>. The budget will be aligned with State Standardized Account Code structure per mandate. The budget will be for the overall organization and will include an annual budget, monthly cash flow for five years, and multi-year projections for the next five years for each School.
  - B) Final Operating Budget
    - 1) Upon the approval of the State Budget, ExED will work with Client administrators to perform any needed revisions to the Budget to reflect legislation adopted. Revisions, if necessary, will be kept to a minimum and forwarded to the Board for approval.
  - C) Additional Budget Versions
    - 1) As requested by the Client for its charter petition renewal with its Chartering Authority, ExED will prepare the budget to be submitted with the petition.
    - 2) As needed for other purposes including State Budget uncertainty, facility projects, new charter school petitions, and loan applications, ExED will prepare alternate budget scenarios for the Client. Extensive budget models may require an additional fee, as approved in advance by Client in writing.
  - D) Budget & Deferral Monitoring
    - 1) ExED will closely monitor changes to the State Budget revenues and deferral schedule as they change during budget season and throughout the year. ExED will analyze these changes and the impact of these changes on the Client's financial outlook and will notify Client of any significant implications.
  
- 2) Financial Management, Reporting, and Forecasting
  - A) Standard Financial Reports
    - 1) Prepare and email and/or make electronically available Standard Financial Reports, or subset of Standard Financial Reports approved by Client Administrator, to Client Administrator. The reports will be provided monthly, or on an alternative timeline approved by Client Administrator. If monthly, the Standard Financial Reports will be available by the 10<sup>th</sup> of the month following month end reconciliation. For example, financial reports for September will be available by November 10<sup>th</sup>.
    - 2) In this Agreement, "Standard Financial Reports" shall mean:
      - (a) Financial Dashboard (excluded from July Financial Package)
      - (b) Cash Flow Forecast (excluded from July Financial Package)
      - (c) Financial Analysis (excluded from July Financial Package)
      - (d) Income Statement
      - (e) Balance Sheet
      - (f) Statement of Cash Flows
      - (g) Check Register
      - (h) General Ledger
  - B) Financial Dashboard
    - 1) Prepare a dashboard which displays key indicators of financial health – income statement summary with variances and forecast, cash flow charts with actuals and forecast for the year, ADA chart with actuals and forecast, and balance sheet summary.

- C) Cash Flow Forecast
    - 1) ExED will prepare a Cash Flow Forecast report for each School (4 forecasts) throughout the year as part of the Standard Financial Reports. This report will project cash flow on a monthly basis and will reflect timing of revenue and expenses for the full fiscal year. The report will enable stakeholders to make timely decisions of expense reductions that may need to be made or additional revenue that could be spent. This tool ensures that Client Administrator can understand at any point in the year, what the full fiscal year is expected to look like financially.
  - D) Financial Analysis
    - 1) ExED will perform on-going analysis of actual versus budget revenue and expenses and monitor cash flow. As it relates to Standard Financial Reports, any unusual items and/or unfavorable trends identified by ExED will be reported to the Client at that time.
  - E) Client & Board Meetings
    - 1) At a minimum once every quarter, ExED shall prepare and review Client's financials with Client Administrator.
    - 2) Prepare and present Client's financial health to the Board as appropriate, but no less than once every quarter, and including special Board meetings.
    - 3) Prepare and present Client's financial reports to Finance Committees as appropriate.
    - 4) Present, or arrange for Auditor to present, annual audit to Audit Committee as appropriate.
  - F) Chartering Authority Financial Reporting
    - 1) Complete and submit all financial reporting required to Chartering Authority including First Interim, Second Interim, Unaudited Actuals, and Preliminary Budget as required by any mandated due dates.
  - G) Facility Financing Reporting
    - 1) As appropriate, ExED will assist with preparing necessary facility financing reports and attend facility financing meetings. Extensive facility financing reports may require an additional fee, as approved in advance by Client in writing.
- 3) Accounting and Bookkeeping Services
- A) General Ledger Maintenance
    - 1) Establish and maintain Client's general ledger per the State Standardized Account Code Structure. ExED will monitor and edit revenue and expenditure account code structure, add program and location codes when needed, and perform all other regular maintenance.
  - B) Bookkeeping
    - 1) Record all transactions into accounting system with appropriate coding to enable the required reporting.
  - C) Balance Sheet Reconciliation
    - 1) Perform monthly reconciliation of all bank statements. Quarterly perform reconciliation of remaining balance sheet accounts: Prepaid/Deposits, Accounts Receivable, Accounts Payable, Payroll Liability, Debt/Loans, and any Other Asset or Liability Item. Record monthly depreciation entries and update asset values for items such as property, equipment, and furniture.
  - D) Accounts Payable
    - 1) Process vendor invoices for payments, including: verify approval of payment, determine cash flow availability, verify non-duplication of payment, log appropriate accounting entries, produce check payments, and verify check security. ExED will process vendor invoices approved for payment on a schedule to be determined in consultation with the Client. At a minimum, ExED will process vendor invoices once per week. Any discrepancies will be reported to the Client within three business days of ExED becoming aware of the discrepancy.

- (a) Rush Checks: The Client will be allowed one rush check a month. After that, the Client will be charged a fee of twenty dollars (\$20.00) per rushed check that is the fault of the Client (e.g., invoices held up at the Client site). The Client will also be charged the cost of delivery, if applicable. Rush Checks are defined as checks requested to be sent out immediately, outside normal weekly processing schedule.
    - 2) Complete 1099s for independent contractors.
  - E) Accounts Receivable
    - 1) Monitor receipt of revenue to ensure the Client receives all entitlements. Perform collection activities to receive past due funding from government agencies, not including initiation of legal proceedings.
  - F) Audit Preparation
    - 1) Collect, or arrange for Client to provide, all information required by Auditors (e.g., loan documentation, grant award letters, building leases, copier leases, attendance, National School Lunch Program, public grant documentation, school board minutes, CALPADS reports, internal control questionnaires, etc.).
    - 2) Prepare required schedules (e.g., accrual worksheet, fixed asset ledger, balance sheet account detail, etc.).
    - 3) Serve as the point of contact for all communication with the Auditors regarding financial data maintained by ExED.
    - 4) Prepare and collect required information for Auditor to complete the 990 tax return.
    - 5) Work and meet with Client's Audit Committee as needed.
  - G) Training
    - 1) Train Client personnel on accounting and internal control procedures.
- 4) Cash Management
  - A) Cash Position Reports
    - 1) Prepare and distribute weekly cash position report to the Client. The cash position report summarizes current book balance and details checks cut by ExED in last week, outstanding checks that have not cleared the bank, upcoming items such as payroll, and any unpaid bills.
    - 2) As needed, cash position report will include a detailed forecast for the next 30-60 days for cash flow analysis.
  - B) Loans & Lines of Credit
    - 1) Analyze future cash flow needs that may require loan or line of credit.
    - 2) Prepare applications for new and/or renewal of loans or lines of credit.
    - 3) Present loans or lines of credit to board and obtain board resolutions as needed.
  - C) State Revenue Deferral Exemption Applications
    - 1) Analyze future cash flow and determine whether the Client needs to apply for exemption from upcoming deferrals when available. Prepare and complete applications for deferral exemptions.
  - D) Manage timing of invoice payment.
  - E) Plan and manage payment of outstanding debt.
- 5) Payroll Processing and Retirement Reporting
  - A) Payroll Processing
    - 1) Paycom. The following provisions shall apply unless Client is using a Paycom Alternate for the term of this Agreement:
      - (a) Client shall maintain within the Paycom software, in a manner consistent with the information given to ExED, (i) employee information related to payroll processing and (ii) non-tax payment information, such as voluntary deductions and garnishments.

- (b) Notify Client if Client does not have sufficient funds to cover its payroll amounts, taxes, processing charges and fees in Client's designated Demand Deposit Account, on or before 1:30 p.m., Central Time, based on one of the following schedules: Three (3) banking days prior to each check date, unless the check date is on a Saturday, Sunday, or bank holiday, in which case four (4) banking days prior to check date.
  - (c) Assist Client in instructing the Bank holding the Client's Demand Deposit Account to honor the charges as initiated from time to time by Paycom.
- 2) Paycom Alternate. If Client is using a Paycom Alternate for the term of this Agreement ExED will (i) process any status updates, new hires, terminations, and or informational changes in the payroll system based on information submitted by the Client on Status Change Request forms, and (ii) calculate and submit to federal and state authorities federal and state payroll tax payments and reports, as required by law and directed by Client.
  - 3) Regular Payroll Schedules: ExED will provide the Client a payroll schedule for the calendar year which includes accrual period and deadlines for ExED to receive from the Client the following information: new hire documentation, personnel change forms and payroll time data for each respective pay period. The Client is responsible to submit all information by the deadlines established per Client's payroll schedule.
  - 4) Supplemental Payroll Schedules: For all supplemental payroll schedules requested by the Client, ExED will charge Client at the following rates (note: Client may incur charges from Paycom in addition to ExED charges outlined below):
    - (a) Late Submission/Unexpected Payroll Schedules: The Client will be charged a fee of twenty dollars (\$20.00) per check. Such supplemental checks include, but are not limited to:
      - (i) Late Submission of Payroll Data: If the Client submits late payroll information and specifically requests checks be processed as a supplemental run;
      - (ii) Supplemental Checks Regarding Terminating Employees:
        - (i) Involuntary Termination by the Client: California law generally requires an employee who is being terminated to receive a check upon exit from the Client. If the Client anticipates an employee termination, the Client is expected to communicate with ExED's payroll contact as soon as it becomes aware of the termination and work together to get the check to the Client as expeditiously as possible.
        - (ii) Voluntary Termination by Employee: California law generally requires an employee to be paid within 72 hours of terminating. The Client is expected to provide payroll information to ExED's payroll contact immediately upon notification of a terminating employee.
        - (iii) Supplemental Checks Regarding Employees Going on Family/Maternity Leave or Family Medical Leave: The Client is expected to communicate with ExED's payroll contact as soon as it becomes aware that an employee is going on family/maternity leave or leave that falls under the Family and Medical Leave Act.
    - (b) Scheduled Bonus/Stipend Supplemental Runs: When a bonus/stipend payroll is agreed upon in advance and ExED is given sufficient lead time to prepare, the Client will not be charged. If the Client requires a quick turnaround (less than 72 hours), ExED will charge the Client twenty dollars (\$20.00) per check.
    - (c) Unscheduled/Emergency Supplemental Runs: When a special check is requested without advance notice and preparation time, the Client will be charged twenty dollars (\$20.00) per check.
  - 5) File and deposit Client's State Unemployment taxes and quarterly returns associated with payrolls processed through Paycom.
  - 6) If Client is closed for school break and cannot receive payroll package, Client can approve payroll package to be mailed to ExED. ExED will deliver the payroll package

to Client at the next scheduled school meeting. At Client's direction and Client's expense, ExED can mail out each individual employee's paystub.

- B) Retirement Reporting
    - 1) STRS/PERS - ExED will timely submit monthly the required information to the local county office of education or the designated 3<sup>rd</sup> party administrator. The retirement division at the county office of education will then forward the information to CalSTRS/CalPERS. ExED will coordinate remittance of STRS/PERS contributions with the county office of education accounting department via check, ACH or debit from Client's apportionment account.
    - 2) Other retirement plans (e.g., 403B, 401K, 457, etc.) – ExED will process appropriate deductions for employees upon receipt of appropriate paperwork from the Client. ExED will submit payment to the applicable retirement company based on Client payroll schedule.
  - C) Personnel
    - 1) Assist Client in developing sound procedures for management of employee records.
    - 2) Assist Client in completing unemployment insurance claims and workers' compensation audits.
    - 3) If applicable, process and report on summer savings.
- 6) Compliance and Data Management Services
- A) Attendance Reporting
    - 1) Prepare PENSEC 20-Day, P-1, P-2, and Annual attendance reports from Client-provided records, and submit to the Chartering Authority as required.
    - 2) Prepare and submit monthly statistical and classification attendance reports, if required to be submitted by Chartering Authority.
    - 3) Attendance Reporting Revisions: All attendance reporting revisions required to be made after submission deadlines agreed to by ExED and Client during which Client confirms attendance data is ready to be run, will be charged at the following rates (in the case Client operates multiple Schools, these charges will be applied for each School that requires an adjustment):
      - (i) The Client will be charged a fee of one-hundred dollars (\$100.00) for each instance and each month the monthly attendance data needs to be revised.
      - (ii) The Client will be charged a fee of one-hundred dollars (\$100.00) if a prior year P-2 adjustment is required.
      - (iii) The Client will be charged a fee of five-hundred dollars (\$500.00) if a CALPADS Unduplicated Pupil Count (UPC) adjustment is required.
  - B) Categorical Funding Applications
    - 1) Prepare funding applications for funding sources identified in Client's Budget. This includes the following (if applicable): Consolidated Application (ConApp), Title III Consortium Application English Learner, the Annual Funding Survey, the PENSEC Report for new/expanding schools, SB 740 Facility Grant Program, and the Facilities Incentive Grant, if the Client is eligible and requests that ExED complete the application.
    - 2) Assist with budget/financial sections of Public Charter Schools Grant Program (PCSGP) and other grant applications, if applicable.
    - 3) In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes ExED to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
    - 4) While ExED may suggest funding sources and opportunities, Client shall be responsible for identifying those it wishes to pursue.
  - C) Compliance and Fiscal Reporting

- 1) Prepare preliminary Budget report and submit to Chartering Authority in required format.
  - 2) Twice a year, prepare Interim Financial Reports and submit to Chartering Authority in required format.
  - 3) Annually, prepare the Unaudited Actuals Report and submit to the Chartering Authority in required format.
  - 4) Provide Local Control Funding Formula (LCFF) funding numbers (LCFF Base Revenue, LCFF Supplemental and Concentration, and Minimum Proportionality Percentage) required for Local Control and Accountability Plan (LCAP). Assist with budget estimates related to the actions and services included in LCAP.
  - 5) Prepare and disseminate fiscal reports to lenders and creditors as appropriate.
  - 6) Prepare and submit federal reporting as appropriate.
  - 7) Prepare and submit Title I, II, III, IV and V reporting as appropriate.
  - 8) Provide assistance as Client prepares Semiannual Certifications and/or Personnel Activity Reports to account for wages paid for with federal funds
  - 9) If appropriate, complete After School Educational & Safety program reporting.
  - 10) Prepare per pupil expenditure section of the School Accountability Report Card (SARC).
  - 11) Prepare school expenditure section of the Civil Rights Data Collection.
- D) Nutrition Claims Reporting
- 1) Prepare monthly claim information for National School Lunch Program, as appropriate, and transfer information into Child Nutrition Information and Payment System (CNIPS). Client reviews, notifies ExED of any discrepancies and submits final monthly claim information in CNIPS.
  - 2) Prepare and submit year-end Cost and Revenue reporting.
  - 3) Provide assistance in preparing for financial components of the School Nutrition Program administrative review.
- 7) Meetings and Trainings
- A) Office Manager Meetings & Document Delivery
    - 1) ExED will coordinate with the Client to arrange for how inter-office communication will be delivered to ExED.
  - B) Annual ExED Business of Charter Schools Meeting
    - 1) ExED provides an annual meeting to provide an update of State Budget and share best practices for school operations related to internal controls, compliance (e.g., attendance and nutrition reporting), payroll, and other procedures and policies to prepare the Client for the upcoming school year.
  - C) Office Manager and other Staff Trainings
    - 1) ExED provides initial and ongoing training as needed to the Office Manager and other Client staff regarding proper internal controls, ExED and Client procedures and policies, and systems or software ExED may employ to serve the Client.
  - D) Finance Committee Guidance
    - 1) ExED provides guidance to the Board and Committee members on best practices to monitor financial reports.
  - E) Client Administrator Meeting
    - 1) ExED's Team Leader meets regularly with Client Administrators to review financial report and any other outstanding issues or concerns. Provides coaching on best practices to monitor Client's finances.
  - F) Chartering Authority Meetings
    - 1) ExED prepares required materials for and attends Chartering Authority fiscal visits.



- 2) ExED attends charter renewal meetings and hearings as needed. Any air-travel or overnight lodging expenses for ExED staff associated with these meetings will be the responsibility of the Client. Any ExED travel will be pre-approved by the Client.
  - G) WASC Review
    - 1) Prepare fiscal materials for and attend WASC review meetings as needed.
  - H) Other Meetings
    - 1) As needed, ExED meets with county office of education regarding retirement reporting.
- 8) Other Support Systems, Tools, and Services
- A) myExED Portal
    - 1) Provide secure access to myExED Portal (myexed.org) for relevant Client staff to access ExED applications and exchange necessary information.
    - 2) From within the myExED Portal, ExED will provide select Client staff access to various applications, including but not limited to the following:
      - (a) ExED Marketplace (powered by SpendBridge)
      - (b) ExED FileShare (powered by Box)
      - (c) ExED Financials (powered by QlikView)
  - B) Business Guide, Calendar and Newsletter
    - 1) Distribute a monthly newsletter (ExED Monthly) which summarizes important information regarding compliance related deadlines and news.
  - C) Facility Financing
    - 1) If appropriate, assist the Client in securing facility financing.
  - D) Policies and Internal Controls
    - 1) Provide suggested policies and procedures for proper internal controls.
    - 2) Provide sample 990 policies including conflict of interest.
  - E) Other Audits/Reporting
    - 1) Assist other audits as appropriate including Workers Compensation, Special Education, After School Education & Safety, Federal Single audit, Office of Inspector General, IRS, etc.
    - 2) As appropriate, file property tax exemptions and provide sales and use tax reporting.
- 9) Infrastructure Set-Up (if applicable)
- A) County Office of Education Set-up
    - 1) Complete Charter School Application and collect all required documentation to submit to local county office of education. This includes collecting documentation for charter and employer tax status, drafting fiscal resolutions of the Board, and completing authorization forms.
    - 2) Work with county office of education to set up the charter school as a pass through district and establish funding stream from District and the State.
  - B) Revenue Enhancement Services
    - 1) Assist in preparing Child Nutrition Application. Client is responsible for drafting and submitting.
    - 2) Prepare the Charter School Funding Survey and submit it by the required deadline.
  - C) Human Resources
    - 1) Apply for state employer identification numbers through the Employment Development Department.
  - D) Accounting System
    - 1) Set up Chart of Accounts in line with State Accounting Code Structure.
    - 2) Set up Internal Control Procedures and Fiscal Policies.
  - E) Technical Assistance



- 1) Provide advice and recommendations on issues that may impact the fiscal soundness of the school, such as growth, matriculation, etc.
- 2) Provide charter school industry vendor list.
- 3) Provide support for strategic planning issues.
- 1)

## Coversheet

### Recommendation to approve Board Resolution to Renew the BCCS Petition July 1, 2019-June 30, 2024

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** D. Recommendation to approve Board Resolution to Renew the BCCS  
Petition July 1, 2019-June 30, 2024  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
board\_resolution\_authorizing\_the\_submission\_of\_the\_bert\_corona\_charter\_renewal\_\_072019\_to\_  
062024 Final.pdf



## Coversheet

### Recommendation to approve continued membership in the California Charter Schools Association

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** E. Recommendation to approve continued membership in the California  
Charter Schools Association  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Recommendation to Approve Continued Membership in the California Charter Schools Association  
.pdf



## YPI CHARTER SCHOOLS

May 21, 2018

**TO:** YPI Charter Schools  
Board of Directors

**FROM:** Yvette King-Berg  
Executive Director

**SUBJECT: Recommendation to approve continued membership in the California Charter Schools Association**

### BACKGROUND

The California Charter Schools Association (CCSA) was established in 2003 as the membership and advocacy organization serving California charter schools. With the Association at the helm, the California charter school movement has continued to grow and improve student achievement. In the 2016-17 school year, 1,254 public charter schools in California served nearly 603,000 students. CCSA's mission is to see one million students attending charter public schools by 2022, with charter public schools outperforming non-charter public schools on every measure. CCSA has five major strategic priorities to advance charter schools: 1) Securing equal funding for charter school students, 2) Securing equal facilities for charter school students, 3) Making sure educators have the freedom they need to innovate and succeed with students, 4) Making sure successful educators have the supports they need to serve more students, and 5) Making sure that charter schools are held to ever-higher standards or lose their license to operate.

### ANALYSIS

It would seem logical that as charter schools across the state continue to demonstrate success even twenty-five years after the passage of the original legislation, that acceptance of charter schools as partners in public education would be commonplace. Unfortunately, due to a variety of factors, that is not the case, and CCSA's advocacy efforts are needed more than ever.

After years of maintaining the membership dues at the same level (\$5.00 per student), the Board of Directors of CCSA approved an increase to be phased in over two years: in 2017-2018, membership dues were increased by \$3.00 to \$8.00 per student, and in January 2019, dues will increase an additional \$2.00 per student to \$10. This increases YPICS's cost to \$9,000 and Board approval is required for this action.

The Board is reminded that new threats to the charter movement surface almost daily at every level, with the most significant and serious threats coming from potential State legislation.

Without the work of CCSA, YPICS, and all other California charter schools, would be facing negative media ads, harmful legislative actions, and a hostile environment overall without an avenue to truthfully inform the public about our work. The Board is also reminded that the most serious action that is proposed yearly in the legislature is a moratorium on new charter schools and charter renewals, which would effectively shutter all charter schools in California.

### **RECOMMENDATION**

It is recommended that the YPICS Board of Directors approve continued membership in the California Charter Schools Association at a cost of \$10 per student.

## Coversheet

### Recommendation to approve notice to LAUSD reserving the right of YPICS to leave LAUSD SELPA

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** F. Recommendation to approve notice to LAUSD reserving the right of YPICS to leave LAUSD SELPA

**Purpose:** Vote

**Submitted by:**

**Related Material:**

Recommendation to approve notice to authorizing district, LAUSD, to reserve the right of YPI Charter Schools to leave LAUSD SELPA.pdf





## YPI CHARTER SCHOOLS

May 21, 2018

**TO:** YPI Charter Schools  
Board of Directors

**FROM:** Yvette King-Berg  
Executive Director

**SUBJECT: Recommendation to approve notice to authorizing district, LAUSD, to reserve the right of YPICS to leave LAUSD SELPA**

### BACKGROUND

In 2011, the Los Angeles Unified School District (LAUSD) reorganized its Special Education Local Plan Area (SELPA) to provide charter schools with a continuum of options for serving students with disabilities. The continuum spans from the least autonomous Option 1 to the most autonomous Charter Operated Program: Option 3 (COP3).

Since the reorganization, nearly 200 independent charter schools have embraced autonomy and responsibility in special education through COP3. This new autonomy has resulted in a steady increase in the percentage and range of students with disabilities enrolled in LAUSD charter schools.

### ANALYSIS

Although the relationship with the District and the results achieved by the charter schools in COP3 have been positive, the COP3 members recognize that special education arrangements with the LAUSD SELPA are subject to change. For this reason, charter schools must take steps necessary to preserve their autonomy and infrastructure by maintaining the ability to exit the SELPA should such action be in the best interest of the charter school and their students.

The YPI Charter Schools, along with the other COP3 member schools, will submit a letter as notification that all (or selected) schools in COP3 reserve the right to exit the LAUSD SELPA effective July 1, 2019.

### RECOMMENDATION

It is recommended that the Board of Directors approve the submission of the notice to the authorizing district, LAUSD, to reserve the right of YPICS to leave LAUSD SELPA.

**Attachment: *Notification to LAUSD***

## Coversheet

### Recommendation to approve the FERPA Compliant Directory Information Sharing Agreement

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** G. Recommendation to approve the FERPA Compliant Directory  
Information Sharing Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Recommendation to approve FERPA compliant Directory Information (DIR) sharing agreement with  
CharterNation.pdf



## YPI CHARTER SCHOOLS

May 21, 2018

**TO:** YPI Charter Schools  
Board of Directors

**FROM:** Yvette King-Berg  
Executive Director

**SUBJECT: Recommendation to approve FERPA compliant Directory Information (DIR) sharing agreement with CharterNation**

### BACKGROUND

At the June 27, 2014 meeting of the YPICS Board of Directors, the Board unanimously approved agreements between the California Charter Schools Association Advocates (CCSA Advocates). The agreements initiated membership in CharterNation, a mechanism created by CCSA Advocates to share charter-related information and concerns with charter school parents while actively engaging their participation and promoting understanding and awareness of the charter movement in California.

### ANALYSIS

Because charter schools typically receive funding from both public and private sources, and may be operated by non-profit organizations, they are often subject to certain prohibitions and limitations relating to the use of their funds and resources for political advocacy. Charter schools, for example, may not use public funds or resources for ballot measure or candidate campaigning.

These laws and regulations, however, certainly do not foreclose all politically-related activity by charter schools. Nor do charter school officials and employees surrender their constitutional rights simply because their schools accept public funds or resources or because they work for a non-profit entity. To the contrary, there are many ways that charter schools and their employees – all the while being mindful to steer clear of certain prohibited activity – may lawfully participate in the political process.

The California Charter Schools Association Advocates initiated the CharterNation project to encourage parents to become active participants in the education process at the local and state level, and “to leverage the power of its parent community to advocate for the promotion and access of public charter schools”.

Once the CharterNation agreement was approved on June 28, 2014, the YPICS schools transferred data related to general parent/student information to the association. The data shared was limited. The revised commitment presented here will allow parents to agree to share their names, addresses, email addresses, phone numbers and other relevant information that will allow for more immediate access to charter families and will be aligned with all requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Each of the YPICS schools yearly informs parents and students of their rights under FERPA through the Home-School Agreement and the CharterNation agreement conforms to the requirements. The specific requirements of FERPA are listed below for the Board's information:

*FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."*

- *Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.*
- *Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.*
- *Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):*
  - *School officials with legitimate educational interest;*
  - *Other schools to which a student is transferring;*
  - *Specified officials for audit or evaluation purposes;*
  - *Appropriate parties in connection with financial aid to a student;*
  - *Organizations conducting certain studies for or on behalf of the school;*
  - *Accrediting organizations;*
  - *To comply with a judicial order or lawfully issued subpoena;*
  - *Appropriate officials in cases of health and safety emergencies; and*
  - *State and local authorities, within a juvenile justice system, pursuant to specific State law.*

*Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of*

*their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.*

## **RECOMMENDATION**

It is recommended that the Board approve the FERPA compliant Directory Information (DIR) sharing agreement with CharterNation and authorize school Directors to send parent letters home on Tuesday, May 29, 2018 and to be included with upcoming parent orientation information sessions.

**Attachments:** *Charter Nation slides; Charter Nation Program Overview; opt-out letters*

# Coversheet

## Recommendation to Terminate Contracts with CharterLife

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** H. Recommendation to Terminate Contracts with CharterLife  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
-Letter to Terminate CharterLife and move to Bender and Teresa Sales as Health Insurance Broker  
\_official2017.pdf



May 21, 2018

CharterLife Client Management Department  
Attn: Shellie Corwin  
80 Iron Point Circle, Suite 200  
Folsom, CA 95630  
Charter LIFE Trust, c/o BRMS

Re: Broker of record notification, confirmation of termination of trust membership,  
authorization for release of all information

Dear Ms. Corwin:

This letter is to confirm that Warren G. Bender Co. will act as our sole employee benefit broker as of June 30, 2018. Effective immediately, Warren G. Bender Company's designated representatives have authorization to review our current and renewal rates, policies, employee enrollments, coverages and billing for all coverages, employer paid and voluntary, at any time prior in order to properly prepare for enrollment effective July 1, 2018. In addition, please grant them access to any claims data that the law allows them to review.

Please send this information to the attention of Teresa Sale at Warren G. Bender Co. via email or fax ([tsale@wgbender.com](mailto:tsale@wgbender.com) – 916-380-5336).

Thank you for your assistance in this area.

Sincerely,

Yvette King-Berg



## Coversheet

### Recommendation to approve Warren Bender as the New Health Benefits Broker

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** I. Recommendation to approve Warren Bender as the New Health Benefits Broker  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** YPICS Statement of Benefits & Services\_5-18-18\_tls.pdf



# Warren G. Bender Co.

*I n s u r a n c e & B o n d s | D e p t h & D e p e n d a b i l i t y*

**Our Mission: *Providing protection, superior service and education to those who matter most, Our Customers.***

## **Statement of Benefits & Services** **2018 – 19 Benefit Year**

Re: Statement of Benefit Services & YPI Charter Schools (YPICS) 2018-19 Benefit broker change to Warren G. Bender Company effective upon date of signature

This statement is to confirm that Warren G. Bender Co. will act as YPICS’s sole employee benefit broker as of June 30, 2018, effective upon date of signature for the upcoming 2018-19 benefit year.

Effective immediately upon receipt of signed document, Warren G. Bender Company’s designated representatives will begin the process of moving YPICS to the plans and services agreed on by YPICS and WGBCO for all medical, dental, vision, life and any other applicable benefits for enrollment effective July 1, 2018. Cobra and HRA administration will also be set up and administered at no cost to YPICS for utilization as of July 1, 2018 in addition to the services herein.

### **Benefit services provided by WGBCO are as follows:**

1. Team of dedicated benefit professionals advocating with carriers directly on YPICS’s behalf, with your lead account executive overseeing every step of the way.
2. Member service hotline and dedicated email for all YPICS employees – routed directly to our member service specialists in the WGBCO office.
3. Account manager, Account Executive and Servicing Account Manager at your service (Teresa Sale, with over 13 years serving in the charter schools community is the lead Account Executive).
4. Full service administration of all employee benefit additions, terminations, changes and any benefit questions or issues that arise. All handled in one centralized location and online.
5. Online consolidated billing through BRMS following set up on Vbas, sponsored by WGBCO.
6. Online open enrollment, reports by week/month or when needed, Vbas sponsored by WGBCO.
7. Cobra & HRA administration, cost sponsored by WGBCO.
8. Summary Plan Documents and employee benefit statements provided for each plan.
9. Annual benefit employer benchmark report.
10. CA Employers Association hotline sponsored by WGBCO – NOT a voicemail service, live legal licensed specialists answer and route your call to the correct licensed legal specialist.
11. Charter specific education and networking each quarter – first one in June 2018, hosted by Alta Public Schools in Huntington Park, sponsored by WGBCO.
12. Wellness services, challenges and programs throughout the year.
13. Compliance and Benefits newsletters each month – as well as charter specific topics and issues impacting charter schools directly and indirectly.

Please send this signed document to the attention of Teresa Sale at Warren G. Bender Co. via email or fax ([tsale@wgbender.com](mailto:tsale@wgbender.com) – 916-380-5336).

YPICS:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

WGBCO:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Coversheet

### Recommendation to Approve the Small Group CalChoice Health Plans and HRA Strategy

**Section:** V. ITEMS SCHEDULED FOR ACTION  
**Item:** J. Recommendation to Approve the Small Group CalChoice Health Plans and HRA Strategy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Dental - Vision - Life CalChoice Plans.pdf  
18-19 Health Benefits Work Up Comparison Plan Comparison.pdf

2017-18 (Charterlife trust)													
Tier	Delta Dental PPO 2000	Ct.	Delta Dental PPO 1000	Ct.	Deltacare DHMO	Ct.	VSP Vision		Ct.	Unum Life 50,000	Ct.		
Employee Only	\$55.09	8	\$46.04	6	\$13.91	30	\$9.38		44	\$5.36	87		
Employee + Spouse	\$106.26	1	\$89.57	1	\$26.52	9	\$18.54		11				
Employee + Child(ren)													
Family	\$176.94	3	\$147.01	6	\$42.76	18	\$30.36		23				
MONTHLY PREMIUM	\$1,077.80	12	\$1,247.87	13	\$1,425.66	57	\$1,314.94		78	\$466.32	87		
ANNUAL PREMIUM	\$12,933.60		\$14,974.44		\$17,107.92		\$15,779.28			\$5,595.84			
2018-19 Option ONE: vs. Direct Delta Dental, Vision, Life (WGBCO)													
Tier	Delta Dental PPO 1500		Ct.	Deltacare DHMO	Ct.	VSP Vision 180		Ct.	VSP Vision 200		Ct.	Unum Life 50,000	Ct.
Employee Only	\$55.36		14	\$15.97	30	\$10.29		44	\$13.27		44	\$0.071	87
Employee + Spouse	\$102.74		2	\$26.31	9	\$14.91		11	\$19.23		11		
Employee + Child(ren)				\$38.89									
Family	\$170.63		9	\$38.89	18	\$26.73		23	\$34.48		23		
MONTHLY PREMIUM	\$1,057.51		25	\$1,415.91	57	\$1,231.56		78	\$1,588.45		78	\$298.20	87
ANNUAL PREMIUM	\$12,690.12			\$16,990.92		\$14,778.72			\$19,061.40			\$3,578.400	

Benefits	CURRENT Delta Dental PPO 1000/2000/DHMO		Option ONE Direct Delta Dental PPO 1500/DHMO		Benefits	CURRENT Charterlife/VSP		Option C \$180/\$200 CoPay
	In Network	Out of Network	In Network	Out of Network		In Network	Out of Network	In Network
<b>Annual Max</b>	\$2000/1000		\$1,500		<b>Annual Copayment</b>	\$10 exam / \$25 materials		\$10 exam / \$
<b>Annual Deductible</b>	\$50		\$50 (waived on D&P)	\$50 (waived on D&P)	<b>Eye Exam</b>	\$10	Up to \$50	Covered after copayment
	3 per family		3 per family		<b>Single vision lenses</b>	\$25	Up to \$70	Covered in full
<b>Deductible Waived</b>	Preventive		Preventive		<b>Bifocal lens</b>	\$25	Up to \$75	Covered in full
<b>Preventive Care</b>	100%	100%	100%		<b>Trifocal lenses</b>	\$25	Up to \$100	Covered in full
<b>Basic Care</b>	80%	60%	80%	<b>80%</b>	<b>Frames</b>	\$200 allowance	Up to \$70	\$180/\$200 allowance
<b>Office Visit/ Specialist</b>	None		None		<b>Contact Lenses</b>	\$150 allowance	Up to \$105	\$150 allowance
<b>Orthodontia</b>	50%	50%	50%	50%	<b>Frequency</b>			
<b>Major Care</b>	50%	40%	50%	<b>50%</b>	<b>Eye Exam</b>	12 months		12 months
					<b>Lenses</b>	12 months		12 months
					<b>Frames</b>	24 months		12 months
					<b>Contact Lenses</b>	12 months		12 months

<b>ONE VSP 100 Direct Power</b>
<b>Out of Network</b>
\$25 materials
Up to \$45
Up to \$30
Up to \$50
Up to \$65
\$180/\$200 allowance
Up to \$105
months
months
months
months

<b>Current Medical Benefits - CharterLIFE vs. WGBCO: Renewal 2018</b>						
<b>Benefits</b>	<b>CURRENT Anthem</b>	<b>New Charterlife</b>	<b>New Warren Bender Anthem</b>		<b>New/Old Charterlife</b>	<b>New Warren Bender Kaiser</b>
		<b>Anthem</b>			<b>Kaiser</b>	
<b>Annual Deductible Individual</b>	None	None	None		None	None
<b>Family</b>	None	None	None		None	None
<b>Out of Pocket Maximum Individual</b>	\$1,500	\$2,000	\$2,000		\$1,500	\$3,000
<b>Family</b>	\$3,000	\$4,000	\$4,000		\$3,000	\$6,000
<b>Office Visit / Specialist</b>	\$10	\$10/\$30	\$10/\$20		\$10	\$10/\$20
<b>Preventative Care</b>	No charge	No charge	No charge		No charge	No charge
<b>Inpatient Hospital</b>	No charge	\$250 per admission	\$200/day (3 days max)		No charge	\$500/day (3 days max)
<b>Outpatient (Surgery Services)</b>	No charge	\$125 per admission	\$20/\$40		\$10	\$20/\$40
<b>Lab &amp; X-Rays</b>	No charge	Diagnostic no charge, advanced imaging \$100 per test	\$10/\$10		No Charge	\$20/\$40
<b>Emergency Room</b>	\$100 (waived if admitted)	\$100 (waived if admitted)	\$100 (waived if admitted)		\$75 (waived if admitted)	\$200 (waived if admitted)
<b>Urgent Care</b>	\$10	\$10	\$10		\$10	\$10
<b>Prescription Drugs (Rx)</b>	\$5/\$15	\$5/\$15	\$5/\$15		\$5	\$5
<b>Specialty Drugs*</b>	\$30	\$50	\$35/\$70		30% (\$250 max script)	10% (\$250 max/script)
<b>Annual</b>	<b>\$311,087.16</b>	<b>\$316,785.96</b>	<b>\$312,300</b>		<b>769,895.04</b>	<b>\$508,248</b>