

Youth Policy Institute Charter Schools (YPICS)

Regular Board Meeting

Date and Time

Monday April 19, 2021 at 6:00 PM PDT

Location

Join Zoom Meeting

<https://exed.zoom.us/j/96577248742?pwd=YkJUWWtvV3diUmw5YIFkSndyWFR1UT09>

Meeting ID: 965 7724 8742

Passcode: 734217

One tap mobile

+16692192599,,96577248742# US (San Jose)

+16699006833,,96577248742# US (San Jose)

Dial by your location

+1 669 219 2599 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 965 7724 8742

You may join the meeting via your computer and/or phone.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Record Attendance and Guests		Yesenia Zubia	
B. Call the Meeting to Order		Mary Keipp	
C. Additions/Corrections to Agenda		Mary Keipp	1 m
D. Approval of March 29, 2021 Regular Board Meeting Minutes	Approve Minutes	Mary Keipp	1 m

	Purpose	Presenter	Time
E. Approval of March 29, 2021 YPICS Finance Committee Minutes	Approve Minutes	Mary Keipp	1 m

II. Communications 6:03 PM

A. Presentations from the Public	FYI	Mary Keipp	5 m
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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 2670 W 11th 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 (818) 480-6810 or at info@coronacharter.org, info@romerocharter.org. All efforts will be made for reasonable accommodations.

B. Modified Meeting Procedures During COVID-19 Pandemic	FYI	Mary Keipp	
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Instructions for Presentations to the Board by Parents and Citizens

The YPI Charter Schools ("Charter Schools") welcome your participation at the Charter Schools' Board meetings. The purpose of a public meeting of the Board of Directors

Purpose Presenter Time

("Board"0 is to conduct the affairs of the Charter Schools in public. Your participation assures us of continuing community interest in our Charter Schools.

**MODIFIED MEETING PROCEDURES DURING COVID-19 (CORONAVIRUS)
PANDEMIC:**

As per Executive Order N-29-20 from Governor Newsom, the meetings of the Board of Directors of the YPI Charter Schools will move to a virtual/teleconference environment using Zoom. The purpose of the Governor’s executive order is to control the spread of Coronavirus and to reduce and minimize the risk of infection by “limiting attendance at public assemblies, conference, or other mass events.” The Governor’s executive order on March 20, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location. The intent is not to limit public participation, but rather to protect public health by following the Governor’s Say at Home executive order and the Los Angeles County’s “Safer at Home” Order.

Instructions for public comments at board meetings conducted via Zoom:

If you wish to make a public comment, please follow these instructions:

1. A Google Form “sign-up” will be open to members of the public 30 minutes prior to the public meeting. This Google Form will take the place of “speaker cards” available at meetings. <https://bit.ly/2Xtb5xx>
2. Speakers will fill in their names and select if they wish to address the board regarding specific agenda item (5 minutes allotted) or a non-agenda item (3 minutes allotted).
3. Speakers are asked to attend the board meeting virtually through the Zoom invitation link on the top of the agenda.
4. When it is time for the speaker to address the board, his/her name will be called by the Board Chair and the requesting speaker’s microphone will be activated.
5. Speakers should rename their Zoom profile with their real name to expedite this process.

After the comment has been given, the microphone for the speaker’s Zoom profile will be muted.

III. Items Scheduled For Information			6:08 PM
A. Annual Calendar for 2021 - 2022 School Year	FYI	Ruben Duenas	2 m
B. Clifton, Larson, and Alen, LLP Audit Engagement Letter	FYI	Yvette King-Berg	2 m
C. School Committee/ Council Reports	FYI		3 m

Purpose Presenter Time

Each month school 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.

D. Board Committee Reports	FYI		5 m
1. Finance Committee Update - Michael Green (3 min)			
2. Academic Committee Update - Cesar Lopez (2 min)			
E. Facilities			4 m
1. Prop 39 BCCHS Final Offer - Yvette King-Berg (2 min)			
2. COVID-19 Facilities Related Prep Costs (Green Works Solutions) - Ruben Duenas (2 min)			
F. Bert Corona Executive Administrator Report	FYI	Kevin Myers	3 m
G. Monsenor Oscar Romero Executive Administrator Report	FYI	Rene Quon	3 m
H. Bert Corona Charter High School Executive Administrator Report	FYI	Larry Simonsen	3 m
I. Chief Operations Officer Report	FYI	Ruben Duenas	3 m
J. Executive Director's Report	FYI	Yvette King-Berg	3 m

IV. Board of Trustees Training 6:39 PM

A. Brown Act Training Presented by Young, Minney, and Corr, LLC.	Discuss	Janelle Ruley	30 m
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The training presented by Janelle Ruley, Esq. will begin promptly at 6:30pm.

V. Consent Agenda Items 7:09 PM

A. Background	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. Consent Items	Vote	Mary Keipp	1 m
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1. Recommendation to ratify the Fiscal Committees' review and filing of the audit ending school year June 30, 2020.

	Purpose	Presenter	Time
VI. Items Scheduled For Action			7:10 PM
A. FY19-20 990 Form	Vote	Irina Castillo	5 m
Recommendation to approve the FY19-20 990 Form			
B. February 2021 YPICS Financials	Vote	Irina Castillo	10 m
Recommendation to approve the February YPICS Financials as submitted and check registers.			
C. Expenditures Above Spending Authority of the Executive Director	Vote	Yvette King-Berg	5 m
Recommendation to approve the GEAR UP Think Together invoices from October 2020 - February 2021.			
VII. Announcements			7:30 PM
A. Closing Announcements	FYI	Yvette King-Berg	2 m
VIII. Closing Items			7:32 PM
A. Adjourn Meeting	Vote		

Coversheet

Approval of March 29, 2021 Regular Board Meeting Minutes

Section: I. Opening Items
Item: D. Approval of March 29, 2021 Regular Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for YPICS Regular Board Meeting on March 29, 2021

APPROVED

Youth Policy Institute Charter Schools (YPICS)

Minutes

YPICS Regular Board Meeting

Date and Time

Monday March 29, 2021 at 7:00 PM

Location

Join Zoom Meeting

<https://exed.zoom.us/j/97407083179?pwd=SlkybmtTNk1xUEExWRjVXaHhidEgrUT09>

Meeting ID: 974 0708 3179

Passcode: 343335

One tap mobile

+16699006833,,97407083179# US (San Jose)

+16692192599,,97407083179# US (San Jose)

Dial by your location

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+1 669 219 2599 US (San Jose)

Meeting ID: 974 0708 3179

You may join the meeting via your computer and/or phone.

Trustees Present

D. Cho, M. Green (remote), M. Keipp (remote), S. Mendoza (remote), W. Njboke (remote)

Trustees Absent

C. Lopez

Trustees who arrived after the meeting opened

D. Cho

Guests Present

I. Castillo (remote), K. Myers (remote), L. Simonsen (remote), R. Duenas (remote), Y. King-Berg (remote), Y. Zubia (remote)

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 Mar 29, 2021 at 7:04 PM.

C.

Additions/Corrections to Agenda

M. Green made a motion to add State Charter Grants Program onto the agenda as an action item and to reorder the agenda to reflect "Items Scheduled for Action" moved to Section III and "Items Scheduled to Information" moved to Section IV.

S. Mendoza seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

W. Njboke	Aye
S. Mendoza	Aye
C. Lopez	Absent
M. Keipp	Aye
M. Green	Aye
D. Cho	Absent

D. Approval of March 8, 2021 Minutes

W. Njboke made a motion to approve the minutes from Regular Board Meeting on 03-08-21.

M. Green seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

M. Keipp	Aye
D. Cho	Absent
W. Njboke	Aye
S. Mendoza	Aye
M. Green	Aye
C. Lopez	Absent

II. Communications

A. Presentations from the Public

There were no presentations from the Public.

B. Modified Meeting Procedures During COVID-19 Pandemic

III. Items Scheduled For Action

A. Mandatory COVID-19 Vaccinations

In an effort to protect YPICS' liability, and the health and safety of it's employees, students and community, YPICS has chosen to implement a Mandatory Vaccination Policy. 90% of employees have already been vaccinated and will be at full immunity by April 16, 2021 the day students will return to campus.

M. Green made a motion to approve the COVID-19 Mandatory Vaccination Policy.

W. Njboke seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

M. Green	Aye
C. Lopez	Absent
W. Njboke	Aye
S. Mendoza	Aye
M. Keipp	Aye
D. Cho	Absent

B.

State Charter Grants Program

The California School Finance Authority invited the high school to participate in the California Charter School Incentive Grant Program. If awarded, \$260,000 will be available to cover Prop 39 costs from present through August 2022.

D. Cho arrived at 7:00 PM.

M. Green made a motion to approve applying for the State Charter Grants Program.

S. Mendoza seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Cho Abstain

W. Njboke Aye

C. Lopez Absent

M. Green Aye

M. Keipp Aye

S. Mendoza Aye

IV. Items Scheduled For Information

A. YPICS Reopening Plans

It has been a year since YPICS closed its doors. The schools have been preparing for reopening for a year. Following the California Department of Health's guidance and the Los Angeles County Department of Public Health, the schools are preparing to reopen on April 16, 2021. YPICS will adhere to the county's definition of open which means the middle schools will serve 5th/6th grades on campus and struggling students in 7th/8th grades will also be served on campuses. The high school will serve all four grade levels according to the safety plan.

B. YPICS School Safety Plans Update

The schools have all safety protocols and procedures along with proper PPE in place that will allow students and staff to be in a safe environment. The YPICS administration has continued to provide all staff with updates regarding protocols and procedures via staff newsletters.

V. 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 8:07 PM.

Respectfully Submitted,

Y. Zubia

Coversheet

Approval of March 29, 2021 YPICS Finance Committee Minutes

Section: I. Opening Items
Item: E. Approval of March 29, 2021 YPICS Finance Committee Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for YPICS Finance Committee Meeting on March 29, 2021

APPROVED

Youth Policy Institute Charter Schools (YPICS)

Minutes

YPICS Finance Committee Meeting

Date and Time

Monday March 29, 2021 at 6:00 PM

Join Zoom Meeting

<https://exed.zoom.us/j/93666726251?pwd=TGk3dW42dnRXQ1VwOWZ0cFJHTFFVUT09>

Meeting ID: 936 6672 6251

Passcode: 607831

One tap mobile

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+16692192599,,93666726251# US (San Jose)

Dial by your location

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+1 669 219 2599 US (San Jose)

Meeting ID: 936 6672 6251

Committee Members Present

I. Castillo, M. Keipp, R. Duenas, W. Njboke, Y. King-Berg

Committee Members Absent

None

Guests Present

M. Green, W. Wallace, Y. Zubia

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

M. Keipp called a meeting of the Finance Committee of Youth Policy Institute Charter Schools (YPICS) to order on Monday Mar 29, 2021 at 6:00 PM.

II. Finance

A. Audit: Year Ending June 30, 2020

The committee discussed the audit in detail and recommended the audit be submitted as corrected.

III. 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 7:00 PM.

Respectfully Submitted,
Y. Zubia

Coversheet

Annual Calendar for 2021 - 2022 School Year

Section: III. Items Scheduled For Information
Item: A. Annual Calendar for 2021 - 2022 School Year
Purpose: FYI
Submitted by:
Related Material: 21-22 YPICS Student Calendar.pdf

2021-22 YPICS School Year Calendar																																								
Mon	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Days	Sem	SemDays	Wks	Short	Reg	Min	Total	
July	v	v		h	h	v	v	v	v			v	v	v	v	v			v	v	v	v			v	v	nt	nt	nt			0	1	85	18	0	0	0	0	
August		t	t	t	t	t			l	l	l	l	l			l	l	l	l	l			l	l	l	l	l			l	l	17				4	12	0	16	
September	l	l	l			h	l	l	l	l			l	l	l	l	l			l	l	l	l			l	l	l	l			21				3	18	0	21	
October	l			l	l	l	l	l			l	l	l	l	P			l	l	l	l	l			l	l	l	t	t			18				3	13	2	18	
November	l	l	l	l	l				l	l	l	h	l			l	l	l	l			v	v	v	h	h			l	l			16				4	12	0	16
December	l	l	l			l	l	l	l	l			l	l	l	l	l			v	v	v	v	h	h		v	v	v	v	h	13				2	11	0	13	
January		h	h	v	v	v	v			t	l	l	l	l			h	l	l	l	l			l	l	l	l	l					13				1	12	0	13
February	l	l	l	l			l	l	l	l	l			l	l	l	l	l			h	l	l	l	t			l				18				3	14	0	17	
March	l	l	l	l			l	l	l	l	l			l	l	l	l	P			l	l	l	l	l			l	l	l	l	22				3	17	2	22	
April	l			l	l	l	l	l			v	v	v	v	v		h	h	l	l	l	l			l	l	l	l	l			15				2	13	0	15	
May		l	l	l	l	l			l	l	l	l	l			l	l	l	l	l			l	l	l	l	l			h	l	21				4	17	0	21	
June	l	l	l			l	l	l	l	l	C		t	t	t	v	v			v	v	v	v	v			v	v	v	v			8				1	7	0	8
																																	182				30	146	4	180

Calendar Key															
1	Instructional Day	l	CPT day	l	Minimum Day	v	vacation	h	National Holiday	t	All Staff Training	P	Parent Conferences	C	MS Culmination
										nt	New Staff Training	l			

Important Dates	
1st Day of School	8/10/2021
Labor Day	9/6/2021
Veteran's Day	11/11/2021
Thanksgiving Break	11-22/11-26-21
Last Day 1st Semester	12/17/2021
Winter Break	12-20-21 to 1-7-22

1st Day 2nd Semester	1/11/2022
M.L. King Jr. Day	1/17/2022
President's Day	2/21/2022
Easter Observance	4/18/2022
Spring Break	4-11/4/18-22
Memorial Day	5/30/2022
Last Day of School	6/10/2022

Professional Development Dates			
New Teacher	7/28/2021	All Staff	10/28/2021
New Teacher	7/29/2021	All Staff	10/29/2021
New Teacher	7/30/2021	All Staff	1/10/2022
All Staff	8/2/2021	All Staff	2/25/2022
All Staff	8/3/2021	Site	6/13/2022
All Staff	8/4/2021	Site	6/14/2022
All Staff	8/5/2021	Site	6/15/2022
All Staff	8/6/2021		
Site	8/9/2021		

Grading Periods	
F05	9/10/2021
F09	10/8/2021
F15	11/17/2021
F18	12/17/2021
S05	2/11/2022
S09	3/11/2022
S15	4/22/2022
S18*	5/20/2022
S21	6/10/2022

* for 8th grade Culmination

Coversheet

Clifton, Larson, and Alen, LLP Audit Engagement Letter

Section: III. Items Scheduled For Information
Item: B. Clifton, Larson, and Alen, LLP Audit Engagement Letter
Purpose: FYI
Submitted by:
Related Material: CLA_Engagement_Letter213-111460-YPI_Charter_.pdf



CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

February 1, 2021

Board of Directors and Management
YPI Charter Schools
9400 Remick Avenue
Pacoima, CA 91331

Dear Board of Directors and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for YPI Charter Schools (“you,” “your,” or “the Organization”) for the year ended June 30, 2021.

Wade McMullen is responsible for the services provided to you. He will be assisted by Marlen Gomez, who is responsible for the performance of the audit engagement. Per Education Code Section 410210(f)(2), there is a limit of six consecutive years for any firm where the principal/director-in-charge of the audit and the reviewing principal/director have been the same in each of those years. This is the second consecutive year Marlen Gomez will be the engagement director.

Audit services

We will audit the financial statements of the Organization, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.
- Preparation of informational tax returns

Audit objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.
- Reporting on compliance related to state programs and expressing an opinion (or disclaimer of opinion) on compliance with the laws and regulations of the state programs in accordance with the requirements of the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an

emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion on the financial statements or the single audit compliance opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We will also issue a written report on state compliance upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste or abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness

of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our

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audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal

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statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

- We will prepare the organization's federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

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We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit approximately in May 2021.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Grantor Agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Cognizant or Grantor Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

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Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

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The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Price Estimate

The price for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the price for the engagement is as follows:

Professional Services		Amount
Audit services (includes procedures for one major program under Uniform Guidance, if additional programs are required to be tested they will be billed at \$4,500 per additional federal program)	\$	17,900
Data Collection Form SF-FAC and single audit reporting package	\$	800
Informational tax return services	\$	1,900
Technology and client support fee	\$	1,030
Total	\$	21,630

Additional attendance and instructional minutes procedures related to distance learning will be billed as out-of-scope.

The price estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated price for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work

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may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. There is a ten percent withholding clause per Education Code 14505.

Technology Support Fee

Given the rising technology costs all organizations are expending to serve and protect client information, we are adding a 5% technology and client support fee to all of our invoices. The fee combines technology expenses with client support costs and includes technology support, printing, communications, data security and storage, indirect engagement support costs and technical resource subscriptions. This is estimated and included in the fee table above.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

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Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of the Organizations' information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign and date this letter to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:

DBE69E3D16CE49A...


Marlen Gomez, CPA
Director
626-857-7300
Marlen.Gomez@claconnect.com

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Enclosure

Response:

This letter correctly sets forth the understanding of YPI Charter Schools.

Authorized management signature:  _____
F09112541B6D4BC...

Title: Executive Director

Date: 4/7/2021



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Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

February 1, 2021

Board of Directors and Management
YPI Charter Schools
9400 Remick Avenue
Pacoima, CA 91331

Re: June 30, 2021 Tax Exempt Returns and State Filings

Dear Board of Directors and Management:

We are pleased that YPI Charter Schools (“you,” “your,” or “the organization”) has engaged CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) to prepare the organization’s federal Form 990 and applicable state filings. This letter confirms the scope, limitations, and related terms of our engagement for the year ended June 30, 2021.

Our responsibility to you

We will prepare the organization’s federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate returns and filings. We will have no obligation to prepare the returns and filings until you have provided such information to us. We will prepare filings for the same states where the organization filed last year unless organization personnel notify us to the contrary or other information clearly indicates the need for an additional return or state filing. It is your responsibility to comply with all foreign jurisdiction filing requirements. We have no obligation to prepare returns for foreign jurisdictions

The United States Supreme Court ruled in *South Dakota versus Wayfair* (6/21/18) that physical presence is no longer required to establish nexus for sales tax. This ruling may have broad implications, even beyond sales tax, as to where an organization is subject to tax. Please note that if the organization had a taxable presence in more than one jurisdiction, such as an employee or agent within the jurisdiction, any tangible property owned or rented within the jurisdiction, or if the organization exceeds any applicable economic nexus thresholds, the organization or related entities may be subject to state or local income, sales, use, franchise, or gross receipts tax in that jurisdiction depending upon the particular facts. It is the organization’s responsibility, not CLA’s, to determine if assistance is needed in deciding whether the organization or related entities may be liable for income, sales, use, franchise, or gross receipts tax, or have a filing requirement in the various state or local jurisdictions.

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It is important for you to identify any ownership OR signature authority over a foreign bank account or other foreign financial assets which includes but is not limited to foreign: stocks, mutual funds, partnerships, bonds, retirement accounts, estates, trusts, annuities, swaps, and derivatives. Failure to disclose penalties can be significant, starting at \$10,000 and can be upwards of 50 percent of the value of the asset. Please provide account statements if you have any foreign account ownership or signature authority. Note that these rules do not apply to foreign investments held by U.S. mutual funds. In addition, ownership in a foreign business entity (association, corporation, disregarded entity, or partnership) could trigger additional U.S. foreign informational reporting requirements. These reporting requirements require the disclosure of ownership, financial information, and related-party transactions. Failure to properly disclose ownership and the required information could trigger a \$10,000 penalty per filing. We cannot be held responsible if you fail to identify or provide such information to us.

For all nonattest services we may provide to you, including the preparation of the federal Form 990 and applicable state filings, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services. You are responsible to carefully review the federal Form 990 and state filings that we prepare on your behalf before signing and submitting them to tax authorities. We will advise you with regard to tax positions taken in the preparation of the federal Form 990 and state filings, but the responsibility for the federal Form 990 and state filings remains with you.

Tax examinations

All returns and filings are subject to potential examination by the IRS and state authorities. In the event of an examination, we will be available, at your request, to assist or represent the organization and its directors or officers. Services in connection with tax examinations are not included in our fee for preparation of the federal Form 990 and state filings. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, canceled checks, receipts, or other evidence in support of information and amounts reported on the federal Form 990 and state filings. These items may be necessary in the event the taxing or other authority examines or challenges your federal Form 990 and state filings. These records should be kept for at least seven years. Your copy of the federal Form 990 and state filings should be retained indefinitely.

If carryover item(s) exist (e.g., capital loss, net operating loss, tax credits, etc.), you should retain the supporting records related to the carryover item(s) until the item has either been utilized (and the statute of limitations associated with the year of utilization has expired) or the carryforward period has expired.

In preparing the federal Form 990 and state filings, we rely on your representation that organization personnel and its directors or officers understand and have complied with these documentation requirements. The management of the organization is responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the organization's financial records.

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All of the records that you provide to us to prepare your federal Form 990 and state filings will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the organization.

Tax consulting services

This engagement letter also covers tax consulting services that may arise for which the organization seeks our consultation and advice, both written and oral, that are not the subject of a separate engagement letter. These additional services are not included in our fees for the preparation of the federal Form 990 and state filings.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the organization's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your federal Form 990 and state filings information. Such

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information includes the organization name and address as well as the business and financial information you provided to us.

By signing and dating this engagement letter, you authorize CLA to use the information that you provide to CLA during the preparation of your federal Form 990 and state filings to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the engagement letter.

Consent to use tax information for benchmarking analyses

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this engagement letter, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this engagement letter, for a period of up to six (6) years from the date of this engagement letter, in connection with CLA's preparation of the types of reports described in the foregoing paragraph. If you do not wish to authorize such use, please strike out this section prior to signing the engagement letter.

Limitations

You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this engagement agreement, but any recovery on any such claim shall not exceed the portion of the total fees actually paid by you to CLA that corresponds to the particular service(s) that give(s) rise to the claim (i.e., the specific service(s) that a CLA party performed in such a manner as to cause CLA to be liable to you).

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

- For federal Form 990 and state filing preparation, separately within thirty-six (36) months after the date when we deliver the tax returns and filings under this agreement to you on which the dispute is based, regardless of whether any CLA party provides other services for you or relating to said returns and filings.
- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services on each consultation on which the dispute is based.
- For all tax return, state filing, and tax consulting engagements, within twelve (12) months from the date when you terminate this or any other engagement of our services.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Fees

Our professional fees will be billed based on the time involved and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Fees and expenses for this work will be invoiced separately. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued the tax returns and filings. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Termination of agreement

Either party may terminate this agreement at any time by giving written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination.

February 1, 2021
YPI Charter Schools
Page 6

Agreement

Please sign and date this letter to confirm your agreement and return it to us at your earliest convenience.

We are looking forward to working with you.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:
Marlen Gomez
DBE69E3D16CE49A...

Marlen Gomez, CPA
Director
626-857-7300
Marlen.Gomez@claconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of YPI Charter Schools.

Authorized management signature: *Yvette King-Berg*
F09112541B6D4BC...

Title: Executive Director

Date: 4/7/2021



Certificate Of Completion

Envelope Id: 1987AA23F6B94256BEE15F22ED8CAA34	Status: Completed
Subject: CLA Engagement Letter/213-111460-YPI Charter Schools Inc.	
Client Name: YPI Charter Schools Inc.	
Client Number: 213-111460	
Source Envelope:	
Document Pages: 20	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
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Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Erlinda.Tomas@claconnect.com
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Signer Events

Marlen Gomez
 marlen.gomez@claconnect.com
 Security Level: Email, Account Authentication (None)

Signature

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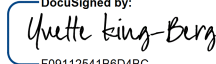
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 Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.216.189

Timestamp

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 Viewed: 3/26/2021 7:22:26 PM
 Signed: 3/26/2021 7:22:59 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/26/2021 7:22:26 PM
 ID: eb852069-5a05-4fbb-ade5-85193fa62f99

Yvette King-Berg
 ykingberg@ypics.org
 Executive Director
 Security Level: Email, Account Authentication (None)

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Sent: 3/26/2021 7:23:00 PM
 Viewed: 4/7/2021 10:02:43 AM
 Signed: 4/7/2021 10:03:30 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/7/2021 10:02:43 AM
 ID: cfada5fb-d226-4fc6-9acf-01994cd8b03f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2021 7:20:49 PM
Certified Delivered	Security Checked	4/7/2021 10:02:43 AM
Signing Complete	Security Checked	4/7/2021 10:03:30 AM
Completed	Security Checked	4/7/2021 10:03:30 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

Coversheet

School Committee/ Council Reports

Section: III. Items Scheduled For Information
Item: C. School Committee/ Council Reports
Purpose: FYI
Submitted by:
Related Material:
MINUTES_School Advisory Council MORCS 3_24_2021 - Google Docs.pdf



School Advisory Council
Mar 24, 2021

MINUTES

Members Present:

Students	Parents	Teachers / Staff	
Madison Alvarado (6)	Frances Rodriguez	Deandre Davis	Oscar Montes Sarabia
Gael Gudino (7)	Diego Gonzalez	Paul Duran	Marco Castaneda
Emerson Gutierrez (8)	Denice Melara	Sydney Jones	Rene Quon

✓ Quorum is met (8)

Item 1. **Call to Order** (Sydney Jones)

- Start : 4:07pm

Item 2. **School Campus Reopening: Campus Safety + Communication / Logistics** (Rene Quon - 50 min)

- [MORCS Return to Campus - April 16th, 2021](#)
- Parent Meeting for returning 6th grade parents: week of April 5th
 - Message for ALL parents week of April 5th
- 6th grade
 - will meet to discuss any changes for student accommodation
- Returning Students
 - will receive uniform tops which are required / bottoms (not required)
- Co-Verify
 - Staff will take test on Friday
 - Instructions will be provided by nurse
 - Students will get tested during school hours
 - Get tested before returning to school?
- Classroom Safety
 - Parent had a concern a concern regarding the 4.5 feet distance
 - Morcs will retain the 4.5 distance due to meeting CDC updated guidelines
 - Water fountains will be shut off / the water bottle filler will be used and will be made touchless
- Safety Protocols
 - all staff and students will be trained in expected procedures
 - all staff and students will individual check individuals temperature
 - Entry - Exit procedures
 - split each side for a purpose
 - figure out other possibilities
- Data

- few families have not responded to the survey
- Follow up questions:
 - Breakfast service? (Dueñas)
 - TBD : start time...
 - Sports may be accessible..?

- Item 3. **Next Meeting** (Sydney Jones - 5 min)
- Meeting #6: April 28, 2021?
 - This will be the meeting
 - Optional Meeting #7: May 26, 2021?

- Item 4. **Public Comments** (Sydney Jones - 5 min)
- Annual LAUSD Oversight Visit (Virtual) (May 6)

- Item 5. **Adjournment** (Sydney Jones)
- End : 5:18 pm

** Indicates Voting Item*

Coversheet

Facilities

Section: III. Items Scheduled For Information
Item: E. Facilities
Purpose:
Submitted by:
Related Material: Bert Corona Charter High 2021-22 Final Offer 04-01-21 (1).pdf
Greenworks.pdf

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**LOS ANGELES UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE OFFICES**

333 South Beaudry Avenue, 24th Floor
Los Angeles, California 90017
Telephone: (213) 241-7000 | Fax: (213) 241-8442

AUSTIN BEUTNER
Superintendent of Schools

VERONICA ARREGUIN
Chief Strategy Officer

April 1, 2021

Yvette King-Berg
Executive Director
Bert Corona Charter High
12513 Gain Street
Pacoima, CA 91331

SENT BY EMAIL
ykingberg@ypics.org

FINAL NOTIFICATION OF SPACE OFFERED TO BERT CORONA CHARTER HIGH (CAL. CODE REGS., TIT. 5, § 11969.9, SUBD. (H))

Dear Charter School Operator:

Pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (h), the Los Angeles Unified School District (“District”) provides this Final Notification of Space Offered to Bert Corona Charter High (“Charter School”).

Due to COVID-19, all public schools – both District and charter alike – are adapting to unprecedented challenges as we continue to educate our students. Protecting the health and safety of all our children, employees, families, and communities is essential, especially during these difficult times. Our efforts must be coordinated and collective.

The District remains fully committed to meeting its Proposition 39 obligations and this letter serves as the official notification of space offered to Charter School for the 2021-22 school year. Unfortunately, the normal timeline for finalizing space accommodations may be impacted by the current situation. We are taking steps to protect the health and safety of all who support our schools by limiting staff from being on-site. This situation will require new co-located site participants to adjust expectations regarding offers based on changing circumstances. In addition, it is highly likely that additional time will be needed to complete safety and operational plans in order to finalize agreements needed for official occupancy. Administrators, especially those on current or prospective co-located sites, are currently being asked to support the many needs of their school communities during this time. If Charter School notifies

BERT CORONA CHARTER HIGH

Proposition 39 Facilities Final Notification of Space Offered

April 1, 2021

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the District that it intends to occupy the offered space, effective communication and collaboration will be an important part as we move forward together to educate all public school students.

For additional information, please refer to **Section 8** below for specific references to potential restrictions on Charter School's use of the District's offered space.

1. Response to Charter School's Concerns and/or Counter Proposals:

In compliance with California Code of Regulations, title 5, section 11969.9, subdivision (g), on or before March 1, 2021, Charter School was required to respond to the District's Preliminary Proposal expressing any concerns, addressing differences between the Preliminary Proposal and Charter School's facilities request, and/or making counter proposals. In its Final Statement of Reasons, the California Department of Education clarified that the purpose of this requirement is to encourage discussion and negotiation between the parties **before a formal offer is prepared**. (Cal. Dept. of Ed., Final Statement of Reasons re: Implementing Regulations, p. 12.) Negotiations between Charter School and the District must occur prior to the District's issuance of a Final Notification of Space Offered pursuant California Code of Regulations, title 5, section 11969.9, subdivision (h). The California Department of Education explicitly stated that a charter school's May 1 written response to a Final Notification of Space Offered must accept or reject the formal offer **in its entirety**. The intent is for formal negotiations to occur **before the final formal offer is provided, not after**. (*Id.* at p. 13.)

In accordance with California Code of Regulations, title 5, section 11969.9, subdivision (i) and the intent expressed by the California Department of Education, Charter School is solely permitted to accept or deny **the entirety** of space offered in this Final Notification of Space Offered. Charter School may not partially accept some of the space offered and reject other space offered, and **it will be obligated to pay the entirety of the Pro Rata Share Charge** identified herein should it accept the offered space. However, Charter School will have the right to negotiate a shared use arrangement with the co-located District school program(s) as to the shared use spaces at the offered school site(s).

Classroom Identification

The District is not required to specifically identify the teaching stations offered to Charter School prior to the time it provides Charter School with a Final Notification of Space Offered. California Code of Regulations, title 5, section 11969.9, subdivision (h) provides that "[o]n or before April 1... the school district shall submit in writing a final notification of the space offered to the charter school... The notification shall specifically identify: (1) the teaching station, specialized classroom space and non-teaching station space offered for the exclusive use of the charter school... (4) the specific location or locations of the space..."

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Specific Requests as to Shared Space Schedules

The District will confer in good faith with Charter School in an effort to reach mutually acceptable schedules for the use of the shared space. Please note, the Shared Use Agreement, attached as Exhibit A to the Use Agreement, establishes a baseline for sharing the co-located campus fairly as required under Proposition 39, and it is likely to change following good faith discussions and mutual agreement of both co-located schools' principals if Charter School accepts the space offered. District staff will make every reasonable effort to accommodate the scheduling priorities of both co-located schools in the shared use spaces so that the educational programs of Charter School and the District school are least disrupted.

Request for Alternative Agreement

Charter School has requested an alternative agreement. The District is unable to enter into such an agreement at this time and, therefore, declines Charter School's request.

Charter School's Objections to the Comparison Group Schools

Charter School contends that the District improperly identified its comparison group schools because the "List and Description of Comparison Group Schools" provided with the District's Preliminary Proposal does not include Valley Oaks Center for Enriched Studies ("VOCES"). Comparison group schools are similar grade level schools that serve students living in the high school attendance area in which the largest number of Charter School's students reside. VOCES does not serve students living in the high school attendance area in which the largest number of Charter School's students reside and, therefore, is not a proper comparison group school.

Objection Regarding the Analysis of the Condition of the Facilities

The District's comparison group schools analysis attached to the Preliminary Proposal included the following statement: "Based on new/modernization/upgrade school construction projects completed as part of the District's recent bond program, the age (from latest modernization), quality of materials, and state of maintenance at the proposed site are reasonably equivalent to, or better than, the comparison group schools, as are the following factors: condition of the interior and exterior surfaces; the condition of mechanical, plumbing, electrical, and fire alarm systems, including conformity to applicable codes; the availability and condition of technology infrastructure; the condition of the facility as a safe learning environment, including, but not limited to, the suitability of lighting, noise mitigation, and size for intended use; the condition of the facility's furnishings and equipment; and the condition of the athletic fields and/or play area space." Furthermore, the comparison group schools analysis performed by the District establishes that the District's proposal of facilities accommodates Charter School's total in-district classroom ADA in conditions reasonably equivalent to those in which its students would be accommodated if they were attending other public schools of the District. California Code of Regulations, title 5, section 11969.9, subdivision (f) states, in pertinent part, "[t]he district shall also provide the charter school a list and description of the comparison group schools used in developing its preliminary proposal." The District fully complied with this regulation. In an attachment to Charter School's

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Proposition 39 Facilities Final Notification of Space Offered

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Preliminary Proposal, the District listed and described the comparison group schools used in developing the Preliminary Proposal and included a matrix identifying each category of facilities existing at each comparison group school. Thus, the District (1) selected “appropriate district-run schools to use as a comparison group with the charter school”, (2) considered “three categories of space (teaching, specialized teaching and non-teaching station space) in the comparison group schools”, and (3) considered the site size of the comparison group schools as required by Proposition 39. (*Bullis Charter School v. Los Altos School Dist.* (2011) 200 Cal.App.4th 1022, 1030.) Moreover, the District provided information regarding expenditures for upgrades and modernization and the condition of the furnishings, equipment, and facilities of each of the comparison group schools.

Allocation of Teaching Stations

The District has received some objections to the comparison group schools “capacity” analysis enclosed in its Preliminary Proposals, and to the allocation of exclusive use teaching stations based on this analysis. To the extent Charter School shares these concerns and/or has articulated these concerns in its response to the District’s Preliminary Proposal, the District responds as follows:

The District’s comparison group schools analysis and allocation of exclusive use teaching stations to Charter School complies with California Code of Regulations, title 5, section 11969.3, subdivision (b)(1) (“section 11969.3, subdivision (b)(1)”), Education Code section 47614, and *California Charter Schools Association v. Los Angeles Unified School District* (2015) 60 Cal.4th 1221 (“*CCSA v. LAUSD*”).

In 2000, the voters of California approved Proposition 39, which amended Education Code section 47614 to require public school facilities to be “shared fairly” among students attending District-operated schools and charter schools. (Ed. Code, § 47614, subd. (a); *Cal. School Bds. Assn. v. State Bd. of Ed.* (2011) 191 Cal.App.4th 530, 539.) In order to achieve fair sharing of facilities, Proposition 39 mandates “reasonable equivalence” in the facilities provided to charter school and traditional District school children. (Ed. Code, § 47614, subd. (b).) The Proposition 39 implementing regulations set forth criteria to be used to determine the type and quantity of facilities to be allocated to charter schools. “Reasonable equivalence” is determined using two primary criteria: “capacity” and “condition.” (Cal. Code Regs., tit. 5, § 11969.3, subd. (b).) Section 11969.3, subdivision (b)(1) focuses on the “capacity” of facilities provided to charter schools and, in particular, the number of exclusive use classrooms allocated to charter schools. Section 11969.3, subdivision (b)(1) dictates the manner in which exclusive use classrooms are to be provided to charter schools requesting facilities under Proposition 39. Section 11969.3, subdivision (b)(1) states, “[f]acilities made available by a school district to a charter school shall be provided in the *same ratio* of teaching stations (classrooms) to ADA as those *provided* to students in the school district attending comparison group schools.” (Cal. Code Regs., tit. 5, § 11969.3, subd. (b)(1) (emphasis added).) In *CCSA v. LAUSD*, the California Supreme Court addressed the meaning of this requirement:

BERT CORONA CHARTER HIGH

Proposition 39 Facilities Final Notification of Space Offered

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In responding to a charter school's request for classroom space, a school district must follow a three-step process. First, the district must identify comparison group schools as section 11969.3(a) prescribes. Second, the district must count the number of classrooms in the comparison group schools using the section 1859.31 inventory and then adjust the number to reflect those classrooms "provided to" students in the comparison group schools. Third, the district must use the resulting number as the denominator in the ADA/classroom ratio for allocating classrooms to charter schools based on their projected ADA. (*CCSA v. LAUSD*, 60 Cal.4th at 1241.)

In responding to Charter School's facilities request, the District complied with the three-step process articulated by the California Supreme Court. The District properly identified Charter School's comparison group schools. The District also provided Charter School with the inventory prepared by the District in compliance with California Code of Regulations, title 2, section 1859.31. The District counted the number of standard size classrooms at Charter School's comparison group schools, per California Code of Regulations, title 2, section 1859.31, solely adjusted to exclude housing identified as interim housing in compliance with section 11969.3, subdivision (b)(1). The District identified that number at each comparison group school in the "Capacity Sheet" of the Comparison Group Schools Analysis attached to Charter School's Preliminary Proposal. The District then adjusted the number of standard size classrooms to reflect those classrooms "provided to" students in the comparison group schools. The District identified the total number of "classrooms provided" for each comparison group school in the "Capacity" page of the Comparison Group Schools Analysis. The District used the resulting number in the denominator in the ADA/classroom ratio for allocating classrooms to Charter School based on the projected ADA accepted by the District.

To facilitate this three-step process in the 2021-22 Proposition 39 cycle, the District followed a critical schedule of steps – from the initial request by a charter school for facilities, to preparation for making facilities ready for occupancy – in order to timely meet the Proposition 39 timelines. As part of this process, the District utilized a capacity assessment determination in an improved process called Electronic Capacity Assessment Review ("E-CAR"). As it has done since the 2017-18 school year, E-CAR encompasses school sites throughout the District.

Specifically, over the course of nine weeks, principals at over 700 District campuses utilized a comprehensive web-based application to specifically identify and validate classroom space utilized as teaching stations and set asides, along with classroom numbers, locations, and sizes. Additionally, they identified classrooms occupied by special education programs, charter schools, preschools, adult education programs and other third party users, swing space needed for construction projects, options programs, and other classrooms out of service or mandated for removal due to legal and/or safety requirements. Beginning in August 2020, District staff conducted a comprehensive analysis of the use of District school facilities, that is, E-CAR. The purpose of E-CAR is to assess with precision the capacity of each school site in several respects:

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the number of classrooms, the manner in which those classrooms are used, and the school's operating capacity. E-CAR entails a detailed review of the present use of District school sites and an analysis of the projected future uses of those facilities. The analysis includes reporting of data by individual schools, which is analyzed by staff to confirm its accuracy and to ensure that available space is used efficiently and uniformly throughout the District. E-CAR commenced with a period of in-office preparation during which staff examined materials submitted by all District schools in the previous year for accuracy, as well as for consistency with previous assessments' classroom usage and availability. The E-CAR process involved school principals logging into a web-based application to record their school's enrollment and review and confirm details regarding the school site's classrooms and their respective utilization. Within this application, classroom data is associated with a spatial database that is displayed as building floor plans. Staff then reviewed and analyzed the submissions by District school principals of their school site's classrooms and their respective utilization. By utilizing this process, the District was able to determine specific capacity and usage information regarding each District school site, as memorialized in a Capacity Assessment Report ("CAR"). The CAR data was then utilized for the capacity calculations in the Comparison Group Schools Analysis enclosed with the Preliminary Proposal.

The CAR identifies the number of classrooms, and the use of those classrooms, at a comparison group school. Additional considerations not reflected in the CAR may impact actual classroom usage at Charter School's comparison group schools in the 2021-22 school year. These considerations may include, but are not limited to: the addition or expansion of co-located charter school(s); construction and/or modernization projects impacting classroom space; classrooms that are damaged and/or become unusable; and/or the addition of special education, pre-kindergarten, adult education or other programs. The District relied on the CAR for each of Charter School's comparison group schools in its preparation of the Comparison Group Schools Analysis "Capacity" page enclosed in the Preliminary Proposal. Neither *CCSA v. LAUSD*, nor section 11969.3, subdivision (b)(1) require the District to provide Charter School with any CARs or other documentation beyond the capacity calculations enclosed in the Comparison Group Schools Analysis. Therefore, the Preliminary Proposal fully complied with the three-step process articulated by the Supreme Court in *CCSA v. LAUSD* and section 11969.3, subdivision (b)(1). However, to ensure full transparency in the District's process for allocating classrooms, and to alleviate Charter School's concerns, if any, the District has voluntarily made all CARs available to each charter school that requested space for the 2021-22 school year. By doing so, the District is not acknowledging that it is under any legal obligation to include the CARs as part of its current or future space allocation process. The CARs are available online at: <http://achieve.lausd.net/Page/14291>.

The District received some objections stating, "As the number of classrooms provided to students varies by grade range in order to meet the age-appropriate facilities needs of students in each grade range, the number of classrooms should be counted at each grade range." There is no such requirement anywhere in the language of section 11969.3, subdivision (b)(1) and this methodology

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would directly violate the Supreme Court’s holding and articulated three-step process in *CCSA v. LAUSD*.

The District also received some objections regarding the exclusion of certain classrooms from the “total number of classrooms provided” at comparison group District schools. In developing the three-step process discussed above, the Supreme Court explained:

It is thus clear that the section 1859.31 inventory does not by itself provide a classroom count that furthers Proposition 39’s goal of ensuring “reasonably equivalent” facilities for charter and noncharter public schools. (§ 47614, subd. (b).) In approaching this issue, the District contends that the classroom inventory requirement of section 11969.3(b)(1) must be read in light of the regulation’s first sentence, which says: “Facilities made available by a school district to a charter school shall be provided in the same ratio of teaching stations (classrooms) to ADA as those *provided to* students in the school district attending comparison group schools.” According to the District, only classrooms in the inventory that are “provided to” noncharter public school K-12 students in the District must be counted. On this view, unbuilt classrooms, classrooms already used by charter schools, and classrooms dedicated to preschool, adult education, or other uses besides K-12 education are not “provided to” such K-12 students and thus need not be counted in determining the ADA/classroom ratio under section 11969.3(b)(1). ¶ We agree with this reading of section 11969.3(b)(1). Although section 11969.3(b)(1) says “[t]he number of teaching stations (classrooms) shall be determined using the classroom inventory prepared pursuant to ...section 1859.31...,” the sentence of 11969.3(b)(1) that specifically addresses the allocation of facilities to charter schools refers to “*those [classrooms] provided to* students in the school district attending comparison group schools.” This language is naturally read to mean that the classrooms to be counted in deriving the ADA/classroom ratio for allocating facilities to charter schools comprise *a subset* of the classrooms counted in the section 1859.31 inventory — namely, “those provided to” noncharter K-12 public school students in the district. (§ 11969.3(b)(1).) As noted, if the classroom count were based solely on the section 1859.31 inventory, it would include various classrooms that should be excluded for purposes of ensuring reasonable equivalence in charter and noncharter public school facilities. Counting only “those [classrooms] provided to” noncharter K-12 public school students in the district avoids this problem and, unlike the ad hoc adjustments proposed by CCSA, hews closely to the text of section 11969.3(b)(1). (*Id.* at 1239-1240.)

In compliance with the holding of *CCSA v. LAUSD*, the Preliminary Proposal explains that the “total number of classrooms provided” at each of Charter School’s comparison group schools is comprised of Total Standard Size Classrooms, adjusted to reflect those classrooms provided to non-

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charter public school graded K-12 students in the District. Unbuilt classrooms, classrooms already used by and/or identified for occupancy by a charter school, out-of-service or unassigned classrooms, and classrooms dedicated to preschool, adult education, special education, school police, other uses besides graded K-12 education, and specialized classroom space and non-teaching station space accounted for under California Code of Regulations, title 5, section 11969.3(b)(2) and (b)(3), are not included.

The District has received some objections regarding the exclusion of “unassigned” or “out-of-service” classrooms. Neither “out-of-service” nor “unassigned” classrooms are provided to noncharter K-12 public school students in the District and were, therefore, properly excluded.

Some objections also claimed that the District improperly excluded small classrooms from the “classrooms provided” calculation. This is incorrect. In nearly all circumstances, small classrooms are not provided as exclusive use classrooms space to District students in comparison group schools. In those few circumstances where small classrooms are used as exclusive use classroom space by students at a comparison group school, they were accounted for in the “classrooms provided” calculation. In order to fairly account for the use of these small classrooms, District staff determined the number of standard size classrooms that would be equivalent to the number of small classrooms being exclusively used at the comparison group school, and included that number of standard size classrooms in the “classrooms provided” calculation. To the extent the small classrooms are being used as shared specialized classroom space or non-teaching station space, those spaces are accounted for under California Code of Regulations, title 5, section 11969.3(b)(2) and (b)(3), and were not included.

Some objections also claimed the District excluded Transitional Kindergarten (“TK”) classrooms from the “classrooms provided” calculation. This is incorrect. TK classrooms were included in the calculation of “classrooms provided” to students attending comparison group schools. Classrooms used for “TK Expansion” were properly excluded as this is a new program for low-income preschool children.

Additionally, the District has received objections to the exclusion of certain spaces, such as itinerant rooms or science laboratory spaces from the “classrooms provided” calculation. Both itinerant rooms and certain science laboratory spaces not provided to District students at comparison group schools as exclusive use teaching stations and accounted for pursuant to California Code of Regulations, title 5, section 11969.3(b)(2) and (b)(3) were excluded.

Finally, certain charter schools have objected claiming that when applying the classrooms to ADA ratio to its ADA projection, if the resulting teaching station allocation is a fractional number, it must always be rounded up. As the District cannot exclusively allocate a portion of a classroom to Charter School, in order to fairly allocate reasonably equivalent space to charter schools, the District rounded all sums (.5 and above were rounded up, and under .5 were rounded down). If the District were always required to round up as Charter School contends, then charter school students would

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always enjoy a more favorable classrooms to ADA ratio than District students attending comparison group schools. This would not result in sharing facilities fairly or accommodating charter school students in facilities with reasonably equivalent conditions.

Furthermore, after the Supreme Court's remand to the trial court in *CCSA v. LAUSD*, the California Charter Schools Association ("CCSA") sought an order from the trial court declaring that the District's classroom allocation to charter school in the 2016-17 school year violated Proposition 39 and the Supreme Court's ruling. Although CCSA proffered the identical arguments Charter School makes here, the trial court determined that CCSA was unable to show that the District was in violation of any aspect of its Proposition 39 compliance obligations, including its compliance with section 11969.3, subdivision (b)(1). Based on the foregoing, the District has fairly and properly allocated exclusive use teaching stations to Charter School.

Objections Related to COVID-19

The District has received some objections related to COVID-19, including concerns regarding Charter School's ability to provide properly socially distanced instruction to its students, planning and preparations before the start of the 2021-22 school year, the application of the District's COVID-related policies to Charter School, and/or the projected ratio of teaching stations to ADA as those provided to students attending comparison group schools of the District in the 2021-22 school year.

In accordance with Proposition 39, this Final Notification of Space Offered to Charter School identifies facilities sufficient to accommodate Charter School's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of District. The circumstances surrounding COVID-19 continue to evolve, and the extent to which in-person instruction and services may be possible during the 2021-22 school year may be impacted by, without limitation, federal, state, and local laws, orders, and guidance. Please also refer to pages 1-2 above, and Section 8 below, all of which is incorporated herein.

Allocation of Contiguous Classrooms

In allocating teaching stations to Charter School, the District has complied with the contiguity requirement set forth in California Code of Regulations, title 5, section 11969.2, subdivision (d). Furthermore, the District also made its best reasonable efforts to provide exclusive use teaching stations on the School Site that are immediately proximate or clustered.

Objections to the Allocation of Specialized Classroom Space and Non-Teaching Station Space

A school district is required "to provide its facilities to charter schools in a manner that will promote the intent of 'public school facilities [being] shared fairly among all pupils, including those in charter schools.'" (*Bullis Charter School v. Los Altos School Dist.* (2011) 200 Cal.App.4th 1022, 1059 (emphasis omitted).) In allocating shared use space, the District kept in the forefront its

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principal charge of sharing facilities fairly among District school and charter school students. Moreover, a school district is not required “to allocate and provide to a charter school each and every particular room or other facility available to the comparison group schools.” (*Id.* at 1063.)

The Proposition 39 implementing regulations require shared use space to be shared proportionately with Charter School. (Cal. Code Regs., tit. 5, § 11969.7, subd. (c).) Charter School’s percentage of shared use is calculated based on the ratio of total Charter School exclusive use teaching stations versus total District school exclusive use teaching stations. Pursuant to the ratio, Charter School is entitled to use a corresponding amount of the shared facilities at the School Site. This results in a fair sharing of the shared used facilities by all pupils in both co-located programs, as the law intended. Exhibit A to the Use Agreement lists the particular shared use spaces available and Charter School’s maximum use rights at the School Site. To the extent that shared use spaces not identified in Exhibit A to the Use Agreement exist at the School Site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School’s Maximum Allocation percentage identified in Exhibit B to the Use Agreement. These shared use spaces may include, but not be limited to, itinerant rooms, intervention rooms, shared use science laboratories and/or counseling rooms.

Objection to Facilities Included in Shared Use Agreement

Charter School objects that the Shared Use Agreement does not include a complete listing of all the shared spaces on the School Site. The Shared Use Agreement specifically states, “to the extent that shared use spaces not identified above exist at the offered school site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School’s Maximum Allocation.” Consequently, the Shared Use Agreement provides to Charter School its full complement of shared use space on the campus. Additionally, section 14 of Exhibit C to the Use Agreement explains, “should the District Premises have conference rooms and/or other private meeting space and should Charter School desire use of such spaces, Charter School will be provided shared use of these spaces in proportion to Charter School’s maximum shared use entitlement, as identified in the Shared Use Agreement attached as Exhibit A the Use Agreement.”

Objection to Facilities Use Agreement Exhibit C, Section 15: Shared Use Schedules

Charter School objects to the District’s disclosure that certain changes to the District school’s schedule may require approval of the District school’s Local School Leadership Council prior to implementation of such change. In order to meet the District’s obligations under its Collective Bargaining Agreement with United Teachers Los Angeles, certain changes to a District’s school schedule may require approval of the District school’s Local School Leadership Council, as explained in section 15 of the District’s Disclosures. This requirement does not preclude the District school and Charter School from negotiating shared use schedules in good faith.

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Office Space

Charter School objects to the allocation of office space at the School Site. Civil Code section 3531 provides that “[t]he law never requires impossibilities.” Impossibility is defined as “not only strict impossibility but also impracticability because of extreme and unreasonable difficulty, expense, injury or loss involved.” (*Bd. of Supervisors v. McMahon* (1990) 219 Cal.App.3d 286, 299-300 (citing *Oosten v. Hay Haulers Dairy Employees & Helpers Union, etc., et al.* (1955) 45 Cal.2d 784, 788).) District schools are not built with several principal’s offices. It would be impracticable to have the principal of the District school and the principal of Charter School share office space as this would be detrimental to both programs. Consequently, Charter School has been allocated an exclusive use classroom to be used as administrative office space as indicated in Charter School’s Preliminary Proposal. Charter School will be provided with furnishings and equipment for its administrative space reasonably equivalent to that of Charter School’s comparison group schools. Additionally, should the School Site include a conference room, Charter School will be allocated shared use of the conference room.

Science Lab Space

Charter School objects to the allocation of science laboratory space. Specifically, Charter School objects to a reduction of its exclusive use teaching station allocation in an amount equivalent to its science laboratory classroom space allocation.

As explained in the Preliminary Proposal, at secondary schools, District science laboratory classroom spaces were counted as exclusive use teaching stations in the ratio of ADA to classrooms provided to District students at comparison group schools used to determine Charter School’s exclusive use teaching space allocation under California Code of Regulations, title 5, section 11969.3, subdivision (b)(1). Only certain science laboratory spaces not provided to District students at comparison group schools as exclusive use teaching stations and accounted for pursuant to California Code of Regulations, title 5, section 11969.3(b)(2)) were excluded. Consequently, should Charter School’s exclusive use teaching station allocation not be reduced in proportion to its science laboratory space allocation, Charter School would be receiving an over-allocation of exclusive use space to the detriment of students attending the District school at the School Site. Such gross over-allocation directly contradicts the letter and intent of Education Code section 47614, which requires school facilities to be shared fairly among all public school pupils. Charter School references the Capacity Assessment Reports for certain District school sites and notes that in some instances, “science lab” spaces are listed as school set asides. Exhibit A to the Use Agreement lists the particular shared use spaces available and Charter School’s maximum use rights at the School Site. To the extent that shared use spaces not identified in Exhibit A to the Use Agreement exist at the School Site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School’s Maximum Allocation percentage identified in Exhibit B to the Use Agreement. These shared use spaces may include science laboratories.

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Additionally, Charter School objects to the feasibility of sharing the science laboratory space. Specific arrangements as to the sharing of the science laboratory space and, if necessary, the trading of classrooms between the co-located programs, should be mutually agreed upon following discussions between Charter School and District school administrators and/or Local District Representatives. The District acknowledges the operational challenges of sharing science laboratories, as each District campus only includes a finite number of these specialized spaces. However, the District has endeavored to take disruptive measures by, when necessary, dislocating District students out of science laboratories on proposed sites in order to fairly share these spaces. Consequently, both co-located programs will be required to work together in order to negotiate arrangements so that Charter School and District school programs may share these spaces fairly.

The conditions of shared use of this space are set forth in Exhibit C to the Use Agreement.

Special Education Space

The District will accommodate the students of Charter School in conditions reasonably equivalent to those of Charter School's comparison group District schools. The District allocates special education space to District students based on their particular needs, which govern the types, durations, frequency, settings, and delivery of special education and related services to be provided. In assessing Charter School's documented needs for the requested school year, the District's review included, but was not limited to, the following: Charter School's needs relating to its Special Day Program(s), Resource Specialist Program(s), and Related Services Program(s) (e.g., counseling, speech, etc.); Charter School students' Least Restrictive Environment percentages; and increases or decreases in Charter School's projected in-district classroom ADA for the 2021-22 school year, if any. Charter School references what it identifies as "the District's 2021-22 Board Approved Staffing Ratios" and attempts to extrapolate a student-to-special education classroom ratio to infer that its allocation of special education space is insufficient. Charter School's argument is misleading as Charter School is referencing Board-approved caseload ratios, and certain special education services referenced do not require separate classroom space but may be delivered through push-in services and supports in a general education classroom setting. The District's special education space allocations meet or exceed the requirements of California Education Code section 17047.

Further, Charter School's position that the provision of special education space should not be based on the needs of its students may result in (1) Charter School being allocated an excess of special education space, to the detriment of District students and/or other charter school or preschool students sharing the same site whose program(s) may have been negatively impacted by the allocation of such excess space to Charter School, or (2) Charter School having insufficient space to meet its special education needs to the detriment of its own students. Neither scenario would result in the sharing of space fairly as contemplated by Education Code section 47614. Consequently, the District offers Charter School the use of classroom space sufficient to meet the special education needs of in-district Charter School's students. Additionally, the District

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understands that Charter School may be enrolling new students in the requested school year and cannot predict with certainty at this time the special education needs of all of those students and/or needs that may arise for its existing students. Please note, in determining Charter School's special education needs for the requested school year, the District has already considered projected changes in Charter School's in-district classroom ADA, if any. However, should Charter School become aware of new or changed special education needs of its in-district students for the requested school year, the District requests that Charter School provide the District with information regarding the specific number of students with special education needs and particular details of those needs so the District may determine an appropriate allocation of facilities to meet the special education requirements of these students.

Kitchen/Meal Services

Charter School objects to the District's proposal to provide Charter School's in-district students with kitchen access by directly providing all meal services (breakfast, lunch, snack, and supper) in the same manner as they are provided to all students attending District schools.

As the District explained in its Preliminary Proposal to Charter School, the District is unable to allow Charter School to physically occupy the kitchen space at the offered school site(s) because doing so would be impracticable in that it would prevent the District from complying with local, state, and federal requirements regarding the provision of food services to public school students. Additionally, Charter School does not possess a valid food permit or certification from the applicable enforcement agency for the kitchen at the proposed school site, as required by the California Health and Safety Code.

Furthermore, after the Supreme Court's remand to the trial court in *CCSA v. LAUSD*, CCSA sought an order from the trial court declaring that the District's proposal to provide a charter school's in-district students with kitchen access by directly providing all meal services (breakfast, lunch, snack, and supper) in the same manner as they are provided to all students attending District schools violated Proposition 39. Although CCSA proffered the identical arguments Charter School makes here, the trial court determined that CCSA was unable to show that the District was in violation of any aspect of its Proposition 39 compliance obligations. In so doing, the trial court judge cited to the multiple declarations provided by the District demonstrating the impracticability of allowing charter schools to physically occupy the kitchen space at an offered school site.

Additionally, Charter School contends that "[t]he District's Preliminary Offer appears to be saying that the Charter School will be charged a not-to-exceed amount reflecting the stated meal costs, irrespective of whether meals were served to students who qualify for Free and Reduced Price meals." This statement is incorrect. Article 3.1 of the Food Services Agreement (which is hereby incorporated herein by reference) states, in part, that Charter School's charge is the balance of actual costs the District incurs for each meal it provides to Charter School's students at the School Site, less the free, reduced, and full-price meal reimbursements for Charter School's eligible students collected by the District.

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Accommodations for Food Warmer and Outlets

Charter School also requests that the District ensure that the facilities allocated include outlets and space to accommodate a refrigerator and warmer. Charter School may not provide its meal services in a manner which would violate the District's or Charter School's compliance with any federal, state, and/or local laws, regulations, and/or guidelines, including, but not limited to, the Retail Food Code, and the bulletins, policies, and procedures of the Office of Environmental Health and Safety (collectively referred to as "Applicable Laws and Rules"). In order to maintain compliance with all Applicable Laws and Rules, Charter School will not be permitted to manufacture, handle, distribute, heat, or store meals provided to students on the District premises. Consequently, refrigerators and food warmers will not be permitted in the classrooms. All meal services provided by Charter School must be through a licensed third-party food vendor in accordance all Applicable Laws and Rules.

Objections to the Pro Rata Share Calculation

Charter School objects to certain line items included in the pro rata share calculation. The District responds to each of Charter School's objections as follows:

Maintenance and Operations Costs ("M&O"): Charter School objects to the inclusion of M&O costs in the pro rata share calculation and requests to perform its own M&O for the exclusive use space. Education Code section 47614, subdivision (b)(1) states that a school district may charge a charter school a pro rata share of the facilities costs which the public school pays out of its unrestricted general fund revenues. The Proposition 39 implementing regulations define "facilities costs" as "those activities concerned with keeping the physical plant open, comfortable and safe for use and keeping the grounds, buildings and equipment in working condition and a satisfactory state of repair. These include the activities of maintaining safety in buildings, on the grounds, and in the vicinity of schools. This includes *plant maintenance and operations*, facilities acquisition and construction, and facilities rents and leases." (Cal. Code Regs., tit. 5, § 11969.2, subd. (h) (emphasis added).)

The ability of a school district, and specifically the District, to include M&O costs in the pro rata share calculation was unequivocally affirmed in the Court of Appeal decision *New West Charter Middle School v. Los Angeles Unified School District*, (2010) 187 Cal.App.4th 831, 847. Subsequently, the Los Angeles Superior Court denied a charter school's objection to the District's M&O costs and demand that it provide its own M&O for exclusive use space. Specifically, the court stated:

Although LAICHS [Charter School] argues that it should be allowed to elect to take care of the seven classrooms and office directly with its own staff or contractors and pay its own utilities to the provider rather than pay its share of [LAUSD's] total facilities costs, it provides no competent evidence to demonstrate that the costs of contracting for that work independently would be less than the charges currently

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presented by LAUSD. Moreover LAICHS fails to recognize that the facilities being provided are not limited to the exclusive use of seven classrooms and an office but also include the shared use of the library, the dining area, the gymnasium, locker rooms, dance studios, soccer field, football field, etc. LAICHS cannot reasonably expect that it isn't also responsible for the costs associated with these shared facilities as well. *And, it would be impractical to separately contract for its pro rate share of maintenance, repair and janitorial services with regard to any shared use facility.* (Court's Ruling on Return of Writ in *L.A. Int'l Charter High School v. L.A. Unified School Dist., et al.*, LASC No. BS127458, p. 6 (2011) (emphasis added).)

The charter school appealed the trial court's decision, but the Court of Appeal confirmed that "Section 47614, subdivision (b)(1) allows school districts to charge the charter school a pro rata share (based on the ratio of space allocated by the school district to the charter school divided by the total space of the district) of the districts' facilities costs." (*L.A. Int'l Charter High School v. L.A. Unified School Dist., et al.*, B231164, Opinion at p. 16 (Cal. Ct. App. 2012).) Furthermore, the Court of Appeal confirmed that "the District and the California Charter Schools Association (CCSA) entered into a settlement under which the parties agreed to negotiate a standard-form facilities use agreement for a fee set by contract. Thereunder, the District performs all maintenance and operations and bills charter schools on a fee-for-service basis. The District continues to perform under that agreement." (*Id.* at 17-18.) Consequently, the Court of Appeal found that this issue of who performs maintenance and operations "has already been resolved by settlement." (*Id.* at 18.)

The Use Agreement negotiated by CCSA and the District expressly states that Charter School shall pay the District to provide M&O in areas exclusively used by Charter School. Specifically, Article 11, Section 11.6 states, "LAUSD shall solely be responsible for performing M&O on the Charter School Premises and the Charter School Shared Premises to maintain a good, safe, and sanitary condition.... Costs of M&O services are included in the Pro Rata Share Charge (Facilities Costs) which are paid by the Charter School..."

In noting that the Court of Appeal affirmed the validity of California Code of Regulations, title 5, section 11969.7 in *California School Boards Association v. State Board of Education*, (2010) 191 Cal.App.4th 530, Charter School incorrectly implies that the District believes that regulation to be invalid. To the contrary, Section 11969.7 supports the District's position that it is proper to include M&O costs in the pro rata share calculation. Section 11969.7, subdivision (a) states that "[f]or purposes of this section, facilities costs that the school district pays with unrestricted general fund revenues includes those costs associated with plant maintenance and operations, facilities acquisition and construction, and facilities rents and leases, as defined in section 11969.2(h)." As set forth above, Section 11969.2, subdivision (h) defines "facilities costs" as "those activities concerned with keeping the physical plant open, comfortable and safe for use and keeping the grounds, buildings, and equipment in working condition and a satisfactory state of repair. These include the activities of maintaining safety in buildings, on the grounds, and in the vicinity of

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schools. This includes *plant maintenance and operations*, facilities acquisition and construction, and facilities rents and leases.” (Emphasis added.)

Based on the foregoing, the District’s inclusion of M&O costs in the pro rata share calculation is legally permissible and, in fact, was agreed to by CCSA on behalf of Charter School. It would be infeasible for the District to separately contract with Charter School for its pro rata share of M&O with regard to solely shared use space as Charter School requests.

Utilities Costs: Charter School objects to the inclusion of utilities costs in the pro rata share calculation. However, the California Court of Appeal has already determined that the District’s utilities costs are appropriately included in the pro rata share calculation. In response to New West Charter Middle School’s objection to such charges, the Court of Appeal stated:

We again note that M&O expenses included charges for utilities. New West’s argument that it should not be required to pay a penny for M&O implies that New West believes LAUSD should keep the lights on for free in the classrooms allocated to New West’s exclusive use. (*New West, supra*, 187 Cal.App.4th 831, 848, n.16.)

Thus, the District has appropriately included utilities costs as a line item. The District’s inclusion of utilities costs was upheld as a permissible part of the pro rata share calculation pursuant to the Education Code by the Los Angeles Superior Court in *L.A. International Charter High School v. Los Angeles Unified School District, et al.*, LASC No. BS127458, and this determination was upheld on appeal.

Costs Associated with Office of Environmental Health and Safety: Charter School objects to costs associated with the Office of Environmental Health and Safety (“OEHS”) and contends that it is unaware of any benefits it receives from OEHS. OEHS is dedicated to providing a safe and healthy environment for all students at District campuses. This mission is supported through periodic inspections of existing District facilities to ensure a school environment that is health-protective and conducive to learning. The Proposition 39 implementing regulations define “facilities costs” as “those activities concerned with keeping the physical plant open, comfortable and safe for use and keeping the grounds, buildings and equipment in working condition and a satisfactory state of repair. These include the activities of maintaining safety in buildings, on the grounds, and in the vicinity of schools.” (Cal. Code Regs., tit. 5, § 11969.2 subd. (h).) All children attending school on District facilities including those of Charter School directly benefit from OEHS, whose work is necessary for the safety of District campuses and the health of the children and staff on these campuses. The District’s inclusion of OEHS costs was upheld as a permissible part of the pro rata share calculation pursuant to the Education Code by *the Los Angeles Superior Court in L.A. International Charter High School v. Los Angeles Unified School District, et al.*, LASC No. BS127458, and this determination was upheld on appeal.

Insurance: Charter School objects to the inclusion of insurance costs in the pro rata share calculation

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and contends that it is unaware of any benefits it receives. The Use Agreement, which was negotiated with the District by CCSA on behalf of its members, including Charter School, requires Charter School (as an occupant) to obtain and keep in full force and effect certain insurance policies or self-insurance mechanisms, such as commercial general liability, property, workers' compensation, employer's liability, and fidelity bond coverage. The risk of incidents and losses arising out of Charter School's use of District facilities increases the District's potential exposure to claims. As a result, the District (as an owner) maintains its own liability and property policies. Therefore, Charter School and the District must both maintain insurance policies to adequately protect against the risks of incidents affecting the health and safety of students, employees and visitors, as well as the physical plant, including the grounds, buildings and equipment. The Proposition 39 implementing regulations define "facilities costs" as "those activities concerned with keeping the physical plant open, comfortable and safe for use and keeping the grounds, buildings and equipment in working condition and a satisfactory state of repair. These include the activities of maintaining safety in buildings, on the grounds, and in the vicinity of schools." (Cal. Code Regs., tit. 5, § 11969.2(h).) The insurance policies serve these purposes, and directly benefit Charter School, the District, students, employees, and visitors, by protecting the District's facilities as well as the health and safety of the individuals on these campuses. The District's inclusion of insurance costs was upheld as a permissible part of the pro rata share calculation pursuant to the Education Code by the Los Angeles Superior Court in *L.A. International Charter High School v. Los Angeles Unified School District, et al.*, LASC No. BS127458, and this determination was upheld on appeal.

Square Footage of Shared Space: The District has provided a calculation of the total square footage of the School Site and a pro rata share calculation of Charter School's allocation of the total square footage. Charter School requests to elect the proportion of shared space it will use and for a reduction of the pro rata share calculation based on its election. In allocating shared use space, the District complied with California Code of Regulations, title 5, section 11969.7, subdivision (c), which states, "'Space allocated by the school district to the charter school' shall include a portion of shared space where a charter school shares a campus with a school district-operated program. Shared space includes, but is not limited to, those facilities needed for the overall operation of the campus, whether or not used by students. The portion of the shared space to be included in the 'space allocated by the school district to the charter school' shall be calculated based on the amount of space allocated for the exclusive use of the charter school compared to the amount of space allocated to the exclusive use of the school-district-operated program." Therefore, Charter School can only elect to not use specialized space, such as an auditorium or multi-purpose room. Charter School cannot refuse to pay a pro rata share of shared use space needed for the overall operation of the campus. For example, it would be infeasible for Charter School to mandate that its students not use a particular hallway or common area. The District has apportioned Charter School's shared use space based on its exclusive use space as determined by Charter School's in-district classroom ADA. Therefore, Charter School may elect to not use particular rooms, but not common areas needed for the overall operation of the campus. Upon delivery of notice to the District of an election

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to use fewer rooms of shared space allocated (if Charter School has not already done so in its response to the District's February 1 Preliminary Proposal), the Shared Use Agreement, attached as Exhibit A to the Use Agreement, and the pro rata share amount, will be adjusted accordingly.

Increases in Costs: Charter School objects to increases to certain line items in the District's Facilities Cost Worksheet attached as Exhibit B to the District's Use Agreement. Specifically, Charter School questions the "massive increases" in the District's total costs for its information technology and routine repairs and general maintenance ("RRGM"), adding that "it appears the District may be including at least some of its increased costs for technology devices not actually being used in its facilities and given the facilities were not used for approximately four months of the 2019-2020 school year and all of the 2020-21 school year, the pro rata share likely should have decreased since last year." Charter School further states, "since the facilities costs must be based on 'the year preceding the fiscal year in which facilities are provided' (i.e., the current school year costs), and the District has largely prevented access to its facilities for more than half of the current school year, the Charter School anticipates the pro rata will be reduced significantly once the District finalizes its facilities costs for the current year."

As stated in Exhibit B to the Use Agreement, the District's calculation of facilities costs for purposes of calculating the Pro Rata Share Charge are based upon actual 2019-20 school year expenses. The District's expenses for the 2020-21 school year are not identified as the school year is still ongoing. Any decreases or increases in the District's facilities costs impacted by COVID-19 during the 2020-21 school year, including, for example, costs incurred for additional cleaning and disinfecting, are not reflected in the District's Facilities Cost Worksheet for the 2021-22 school year.

The increase in the District's facilities costs for information technology from the previous school year is due to a variety of factors, including, but not limited to, a new fiber service contract, the termination of a California Teleconnect Fund ("CTF") credit for basic voice service, and the renewal of software products. Additionally, although the District experienced increased facilities costs for RRGM, such costs were less than those incurred for the 2016-17 and 2017-18 school years.

Objections to the Facilities Use Agreement

Charter School has stated objections to the Use Agreement. The terms of the Use Agreement were negotiated with the District by the California Charter Schools Association ("CCSA") on behalf of its members, including Charter School. The time constraints provided by California Code of Regulations, title 5, section 11969.1 et seq., preclude the renegotiation of each section of the Use Agreement for the upcoming school year. The District responds to each of Charter School's objections as follows:

Article 3.2: Charter School objects to the payment of "overtime, or any other additional fee, for custodial staff during summer school." Article 3.2 of the Use Agreement, which was negotiated with the District by CCSA on behalf of its members, including Charter School, acknowledges

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Charter School's understanding that it "will have to pay custodial overtime to perform the daily clean-up of summer school activities." Charter School mistakenly asserts that such costs for custodial services are included in Charter School's Pro Rata Share Charge. Charter School's Pro Rata Share Charge is calculated based on the facilities costs identified on the District's Facilities Cost Worksheet, attached as Exhibit B to the Use Agreement. These facilities costs do not cover after hours use, including summer occupancy. Therefore, it would not be appropriate to reduce Charter School's Pro Rata Share Charge for the applicable Term to reflect the amount of space for Charter School's potential summer occupancy. If Charter School and the District agree to Charter School's summer occupancy, any associated costs are calculated based on the actual spaces occupied and used by Charter School. Additionally, Charter School objects to any potential charges for over-allocated space during summer occupancy. Article 3.2 of the Use Agreement confers upon the District the right to charge Charter School for over-allocated space pursuant to the regulatory formula, and specifically provides that the notification provisions of California Code of Regulations, title 5, section 11969.8 shall not apply.

Article 4.4: Charter School complains that the Use Agreement "currently requires the Charter School to agree to allow the District to withdraw the pro rata share amount from the Charter School's revenue account if the District believes the Charter School has failed to make a payment." Charter School mischaracterizes Article 4.4, which provides:

If Charter School fails to either make timely payment or deposit disputed payments into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the parties and provide timely notice to LAUSD, LAUSD shall provide Charter School with a notice of non-payment and Charter School shall have ten (10) business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment per section 4.3 above, Charter School authorizes and LAUSD shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Revenue account.

Therefore, Article 4.4 first requires the District to provide Charter School with a notice of non-payment, and then provides Charter School with ten business days to respond. Charter School then has an opportunity to either make a payment or dispute the amount. The District only has the authority to withdraw undisputed amounts from Charter School's Revenue account. Given the District's current financial hardships, the District should not be forced to invoice Charter School for undisputed payments to which the District is entitled, as Charter School suggests. Moreover, during the course of the District's negotiations with CCSA, CCSA acknowledged that the terms of this provision are reasonable.

Article 6.2: Charter School requests that this section be revised to state that insurance acquired under a Joint Powers Authority ("JPA") meets the requirements of this section. The Use Agreement, which was negotiated with the District by CCSA on behalf of its members, including

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Charter School, requires Charter School (as an occupant) to obtain and keep in full force and effect certain insurance policies or self-insurance mechanisms, such as commercial general liability, property, workers' compensation, employer's liability, and fidelity bond coverage. The rating of the insuring authority ensures that all losses will be sufficiently covered and thus is a predicate to compliance with this section. The District will not revise this provision as it is standard in every District use agreement, whether Proposition 39, Public School Choice, license agreement, or otherwise, for both charter schools and other third parties. However, the District will accept insurance under CCSA's JPA, provided that the insurance satisfies the District's coverage requirements set forth in Article 6 of the Use Agreement.

Article 7.2: Charter School requests that the Use Agreement be clarified with respect to the timeframes for Charter School's first right of use of Charter School Shared Premises. The Use Agreement, which was negotiated with the District by CCSA on behalf of its members, including Charter School, is clear on these timeframes: "Charter School shall have first right of use of Charter School Shared Premises if Charter School has timely scheduled use of the Charter School Shared Premises with the local LAUSD school principal by September 15 for the period of November through February, January 15 for the period of March through June, and May 15 for the period of July through October or prior to LAUSD granting use and/or access to a third party." Please review section 2 of Exhibit C to the Use Agreement for additional information, including the civic center permits currently issued, if any.

Article 7.4: Charter School objects to the Use Agreement superseding Charter School's charter if the terms of the agreements conflict. The Use Agreement is binding on Charter School and the District, and this provision was negotiated by CCSA on Charter School's behalf. As the contract that is executed later in time, the Use Agreement shall be binding and supersede Charter School's charter (which, in some circumstances, was not authorized by the District) in the event of a conflict.

Article 11.1: Charter School requests notice before the District may enter the District Premises to perform its oversight obligations. The District will provide 48 hours' written notice to Charter School prior to entering the District Premises during normal business hours for the purposes of inspection and audit or to perform Deferred Maintenance on or in the District Premises, but there are certain circumstances in which the District will need to enter the District Premises immediately in order to perform its oversight obligations. However, to the extent reasonably possible, the District will provide Charter School with notice and make an effort to not disrupt Charter School operations.

Article 11, Sections 11.6 and 11.7: Charter School requests that the District amend Sections 11.6 and 11.7 of the Use Agreement to reflect that Charter School will perform M&O on its exclusive use space. As discussed at length above, Charter School's position is not supported by applicable law. Accordingly, Charter School will not be permitted to perform its own M&O, and the Use Agreement will not be modified as Charter School requests. The District will continue to include M&O in its pro rata share calculations.

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Article 14, Section 14.2(c): Charter School objects to its purported obligation to pay for the repair of any damages it makes to the facilities. Charter School mischaracterizes the language of the provision. Article 14, Section 14.2(c) requires mutual agreement by the parties, and merely provides Charter School with an option to pay for such repairs. Additionally, Charter School requests that Article 14, Section 14.2(c) be amended to address the use of insurance proceeds to repair the facilities as well as the timeline under which the repairs must be performed. The District will not agree to an arbitrary timeline for repairs. Depending on the gravity of the damages to the facility, any predetermined timeline may be unworkable and detrimental to the educational needs of Charter School and District students.

Article 16, Section 16.2(b): Charter School requests that Article 16, Section 16.2(b) “be revised to require the District to make reasonable efforts to find another occupant for the facilities in the event the Charter School breaches the Agreement and abandons the facility.” The District will not agree to this undue burden and it is entirely unreasonable to suggest the District should bear this risk for Charter School’s breach of the Use Agreement and abandonment of the facilities. As the facility in question is an operating public school site, the introduction of a new occupant during the course of the school year would be infeasible and potentially detrimental to the safety, welfare and educational needs of the children at the facility. The District will comply with applicable laws regarding the District’s mitigation obligations.

Article 19, Section 19.3: Charter School objects to complying with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (“AHERA”), Code of Federal Regulations, Chapter 40, Part 763. Section 19.3 does not require the Charter School to bear the costs of asbestos inspections as required by AHERA. However, Charter School is required to comply with AHERA insofar as it mandates actions beyond inspections, such as instituting preventive measures appropriate to eliminate the reasonable likelihood that the asbestos containing material or its covering will become significantly damaged, deteriorated, or delaminated. CCSA expressly agreed to this provision on behalf of Charter School.

Article 22, Section 22.18: Charter School contends that a revision to the Force Majeure provision in Section 22.18 of the Use Agreement is necessary to reduce or eliminate Charter School’s Pro Rata Share Charge and applicable over-allocation reimbursement obligations, in the event the District denies Charter School full or partial access to the space allocated to Charter School due to issues arising from the COVID-19 pandemic. The Use Agreement, which was negotiated with the District by CCSA on behalf of its members, including Charter School, fully addresses Charter School’s rights, remedies, and obligations with regard to the space to which it is allocated.

Exhibit C, Section 2 (General Public’s Use of Site Outside School Hours): Charter School objects to the general public’s potential use of the School Site outside of school hours. The general public and the community have a legal right to use District facilities based on existing civic center permits issued pursuant to the Civic Center Act, Education Code section 38130 et seq., and Board Resolution. Education Code section 47614, subdivision (b), provides, “[e]ach school district shall

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make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions *reasonably equivalent* to those in which the students would be accommodated if they were attending other public schools of the district." (Ed. Code, § 47614, subd. (b), (emphasis added.) All students attending the District's schools are subject to having their campuses used by the community and general public through use permits outside of school hours. To make an exception for Charter School's students would require the District to accommodate Charter School students in better conditions than those for students attending District schools. Additionally, District facilities must be shared fairly among all public school students, not just those of Charter School. (Ed. Code, § 47614, subd. (a).)

Contrary to Charter School's contention, the community will not have access to Charter School's exclusive use classrooms. Section 2 specifically excludes the portions of the campus designated exclusively for the use of either Charter School or the District. Moreover, Section 2 merely provides that Charter School must notify Beyond the Bell of its intended use of the shared portion of the campus so that Beyond the Bell may determine if it can cancel a civic center permit so that Charter School's use may be accommodated. Likewise, prior to issuing a new civic center permit, Section 2 requires Beyond the Bell to contact Charter School, so that Charter School may notify of the District of any anticipated conflict.

Exhibit C, Section 9: Charter School objects to the District's reservation of the right to charge Charter School for unanticipated increased impacts and costs to the District resulting from Charter School exceeding its in-district classroom ADA projections at the School Site. The District charges Charter School a pro rata share based on the ratio of space allocated by the District to Charter School divided by the total space of the District. (Ed. Code, § 47614, subd. (b)(1).) The space allocated by the District to Charter School is determined by Charter School's total projected in-district classroom ADA. (Cal. Code Regs., tit. 5, § 11969.3, subd. (b).) Consequently, the resources allocated to the District school site, including, but not limited to, supplies, air filter tech, building engineering, pest management, custodial services, rubbish removal, routine repair and maintenance, utilities, school police services, Office of Environmental Health and Safety, insurance and ground costs, are directly based in part on Charter School's projected in-district classroom ADA for which Charter School pays its proportional share. Should Charter School exceed its projected in-district classroom ADA in the requested school year, this would necessarily increase the number of supplies used and the volume of services provided to Charter School. The District's failure to provide needed supplies or increase such services would negatively impact the health and safety of children attending both the Charter School and District school at the School Site. Proposition 39 does not require the District to unfairly shoulder such a financial burden or permit a charter school to obtain facilities-related goods and services for free. Indeed, a California Court of Appeal affirmed that a charter school must fairly pay for its portion of facilities-related costs. In ruling that a charter school must pay the District for maintenance and operation expenses, including charges for utilities, the court reasoned:

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New West's argument that it should not be required to pay a penny for M&O implies that New West believes LAUSD should keep the lights on for free in the classrooms allocated to New West's exclusive use. (*New West Charter Middle School v. Los Angeles Unified School Dist.* (2010) 187 Cal.App.4th 831, 848, n. 16.)

Charter School's demand for additional facilities-related supplies and services without payment does not amount to "sharing facilities fairly" as required by Proposition 39. Moreover, the terms of the Use Agreement were negotiated with the District by CCSA on behalf of its members, including Charter School. Section 5.1 of the Use Agreement specifically allows the District to charge Charter School for services provided to Charter School in addition to the Pro Rata Share Charge.

Exhibit C, Section 16: Charter School objects to section 16 of Exhibit C and states, "Charter School may use the facility for any purpose consistent with its charter, including a before-or after-school program, and the District may not charge further costs to the Charter School for this use." Section 16 requires Charter School to notify the District's Leasing and Space Utilization Department of its intended before- or after-school program use, whether run by Charter School or any third-party. Such notification is necessary because: (1) Charter School has no right to permit a third-party to use the School Site; and (2) the District must assess the intended use to determine if there will be any additional monetary impacts resulting from the before- or after-hours use, such as the number of supplies used or the volume of services to be provided to Charter School. The District's failure to provide needed supplies or increase such services would negatively impact the health and safety of children attending both the Charter School and District school at the School Site. Proposition 39 does not require the District to unfairly shoulder such a financial burden or permit a charter school to obtain facilities-related goods and services for free. Indeed, a California Court of Appeal affirmed that a charter school must fairly pay for its portion of facilities-related costs. In ruling that a charter school must pay the District for maintenance and operation expenses, including charges for utilities, the court reasoned:

New West's argument that it should not be required to pay a penny for M&O implies that New West believes LAUSD should keep the lights on for free in the classrooms allocated to New West's exclusive use. (*New West Charter Middle School v. Los Angeles Unified School Dist.* (2010) 187 Cal.App.4th 831, 848, n. 16.)

Charter School's demand that the burden any impacts resulting from Charter School's use of the School Site outside of school hours falls solely on the District, does not amount to "sharing facilities fairly" as required by Proposition 39. Moreover, the terms of the Use Agreement were negotiated with the District by CCSA on behalf of its members, including Charter School. Section 5.1 of the Use Agreement specifically allows the District to charge Charter School for services provided to Charter School in addition to the Pro Rata Share Charge.

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2. Teaching Stations, Specialized Classroom Space, and Non-Teaching Station Space Offered for the Exclusive Use of Charter School:

Exhibit B to the Single-Year Co-Location Charter School Facilities Use Agreement(s) (“Use Agreement”) specifically identifies each of the teaching stations offered for Charter School’s exclusive use.

Charter School students will have access to computers in its exclusive use space reasonably equivalent to those of District students in Charter School’s comparison group schools.

3. Teaching Stations, Specialized Classroom Space, and Non-Teaching Station Space to which Charter School is to be Provided Access on a Shared Basis:

The Shared Use Agreement attached as Exhibit A to the Use Agreement(s) specifically identifies the teaching stations, specialized classroom space, and non-teaching space offered for Charter School’s use on a shared basis.

Charter School will be provided access on a shared basis to all space listed in the Shared Use Agreement attached as Exhibit A to the Use Agreement(s). Additionally, to the extent not listed on Exhibit A and to the extent that such space exists on the offered District school campus, Charter School is to be provided shared access to field and black top space, storage space, a nurse’s station, and parking space.

The District will provide Charter School’s secondary students (grades 7-12), if any, with shared use of science laboratory classroom space to the extent it does not prohibit: (1) the District school from meeting the education requirements mandated by Education Code sections 51220, 51225.3 subdivision (a)(1)(C), and 51228 subdivision (a); and (2) does not prohibit the students attending the District school from meeting the minimum graduation requirements of 10 credits of biological science and 10 credits of physical science and the minimum college admission requirements of two years of lab sciences for Universities of California and California State Universities and three to four years of lab sciences for private colleges. In order to comply with these state mandates and minimum educational requirements, pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (f), the District provides access to science laboratory classroom space subject to the conditions set forth in Exhibit C to the Use Agreement(s). All conditions set forth in the Use Agreement(s) are incorporated herein by this reference.

The District preliminarily proposed to serve as the School Food Authority (“SFA”) administering the official National School Lunch and School Breakfast Programs and all other associated programs. As the SFA, the District’s Food Services Division will prepare and serve meals that meet the National School Lunch and School Breakfast Program and After School Snack Program

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meal requirements as established by the United States Department of Agriculture (“USDA”) to Charter School’s students.

Charter School’s students may be eligible for free and reduced-price meals, and the District will collect applicable reimbursement amounts. Charter School will then be charged the balance of actual costs the District incurs for each meal it provides to Charter School’s students at the proposed site, less free, reduced, and full-price meal reimbursements for Charter School’s eligible students collected by the District. The actual anticipated costs the District will incur for each meal to Charter School’s students it provides at the proposed site will be unique to the circumstances of each charter school and proposed District location. Determination of actual meal costs takes various factors into account, including, but not limited to, whether meals are prepared on- or off-site, the total number of meals served, staffing needs, and the number of students who are eligible for free, reduced, and full-price meals.

Charter School’s per meal charge is based on a student’s eligibility and can fall within the price ranges noted in the table below. The range may vary depending upon several factors determined by Federal and State governments regarding assistance levels for monetary and commodities subsidies, and free and reduced-price meal reimbursements. These external factors should be determined by the end of July 2021, at which time the proposed Food Services Agreement would be amended as appropriate.

Minimum to Maximum Range			
Breakfast (\$)	Lunch (\$)	Snack (\$)*	Supper (\$)*
\$2.00 - \$4.00	\$3.00 – \$6.00	\$1.25	\$2.00 – 3.50

Note: Charter School’s per meal charges listed above are the District’s anticipated “not-to-exceed” costs, and are based upon current meal averages with applicable increase in costs. Charges are subject to change.

*Snack and Supper Programs are only hosted at Area Eligible Schools (50% and over Free and Reduced Eligibility). Non-Area Eligible Schools may purchase either at the cost in the table above.

This payment structure is the same as the District’s process, whereby the District pays the actual costs for each meal provided to District students. Charter School will be billed monthly for the meal services costs in addition to the estimated Pro Rata Share Charge identified above. Please see the enclosed, which identifies the District’s terms and conditions in the draft Food Services Agreement for Charter School (“Food Services Agreement”). All terms and conditions set forth in the draft Food Services Agreement are hereby incorporated herein by reference.

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Pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (g), Charter School was required to indicate by March 1st whether it was agreeable to the District's proposal in its written response to the District's Preliminary Proposal.

Note: Charter School was solely responsible for immediately taking all necessary steps to ensure it timely designated the District as Charter School's SFA by the applicable regulatory deadline(s). The District understands that this deadline was March 31, 2021.

If Charter School declined the District's proposal to provide Charter School's students with meal services (breakfast, lunch, snack, and supper) in the same manner as they are provided to all students attending District schools, Charter School will be solely responsible for all costs associated with providing its own meal services and all accommodations needed for those services within its allocated space. **Note:** Charter School shall not provide its meal services in a manner which would violate the District's or Charter School's compliance with any federal, state, and/or local laws, regulations, and/or guidelines. Charter School's meal services must also be provided in compliance with all District policies and procedures, including, but not limited to, those set forth by the Office of Environmental Health and Safety. Charter School's provision of meal services shall not violate the safe school plan of the school site(s).

4. Arrangements for Shared Space:

Charter School will be provided access to shared space as set forth in the Shared Use Agreement attached as Exhibit A to the Use Agreement(s). The District has identified the maximum shared use allocation entitlements for Charter School as provided by law, and the days of the week and times of the day when it proposes that Charter School will have use of the shared use spaces. The District will confer in good faith with Charter School in an effort to reach mutually acceptable schedules for the use of the shared space. Please note, this establishes a baseline for sharing the co-located campus fairly as required under Proposition 39, and it is likely to change following good faith discussions and mutual agreement of both co-located schools' principals if Charter School accepts the space offered. District staff will make every reasonable effort to accommodate the scheduling priorities of both co-located schools in the shared use spaces so that the educational programs of the charter school and District school are least disrupted. **Note:** Certain changes to the District school's schedule, including, but not limited to, changes to the lunch and/or recess schedule or changes to the length of time for recess and/or lunch, may require approval of the District School's Local School Leadership Council prior to the implementation of such change.

5. The In-District Classroom ADA Assumptions upon which the Allocation is Based:

181.56

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The District reserves the right to seek a monetary reimbursement amount from Charter School for over-allocated space pursuant California Code of Regulations, title 5, section 11969.8. Space is considered to be over-allocated if: (1) the charter school's actual in-district classroom ADA is less than the projected in-district classroom ADA upon which the facility allocation was based; and, (2) the difference is greater than or equal to a threshold ADA amount of 25 ADA or 10 percent of the projected in-district classroom ADA, whichever is greater. (Cal. Code Regs., tit. 5, § 11969.8, subd. (a).) California Code of Regulations, title 5, section 11969.8, subdivision (a), also specifies the regulatory formula for determining the reimbursement amount owed by a charter school to a school district if space has been over allocated. Caution: If Charter School is over-allocated space, the reimbursement amount owed to the District could be significant. Refer to Section 11969.8 for additional details.

Pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (l), Charter School is required to report its actual ADA to the District via prop39@lausd.net every time that Charter School reports ADA for apportionment purposes. The reports must include in-district and total ADA and in-district and total classroom ADA. Charter School must maintain records documenting the data contained in the reports and make the records available upon the District's request.

6. Differences Between In-District Classroom ADA Assumption on which the Allocation is Based and Those Submitted by Charter School Pursuant to California Code of Regulations, Title 5, Section 11969.9, Subdivision (e):

None.

7. The Specific Location of the Space:

The specific location of the space is identified in the Fundamental Provisions of the Use Agreement(s) attached hereto.

8. All Conditions Pertaining to the Space:

Please see the attached Use Agreement(s).

Charter School's governing board must approve the final Use Agreement(s) prior to occupancy. The approval must be evidenced by a resolution that identifies the individual authorized to execute the Use Agreement(s) and execution of the Use Agreement(s) by the authorized individual. All conditions set forth in the enclosed Use Agreement(s) are incorporated herein by this reference.

In response to COVID-19, please be reminded that if Charter School notifies the District that it intends to occupy the offered space pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (i), Charter School's use shall be subject to and potentially restricted by,

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among other things: (a) “Applicable Law,” defined in Article 1.1(a) of the Use Agreement as “all present and future, foreseeable and unforeseeable, applicable laws (including, without limitation, the California Education Code, the California Public Contract Code, the California Building Standards Law and any requirements of the California Division of State Architect), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal government, courts, departments, commissions, boards and offices, and any other governmental body exercising jurisdiction over the School Site or exercising functions similar to those of any of the foregoing, foreseen or unforeseen;” (b) all other terms and conditions in the Use Agreement, including, without limitation, Articles 7 (“Use of the Premises”) and 22.18 (“Force Majeure”); (c) the terms and provisions of Charter School’s operative charter petition, which may, among other things, require Charter School to comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action, including, without limitation, COVID-19 testing and/or vaccination; and (d) all conditions in this Final Notification of Space Offered.

9. The Pro Rata Share Charge Amount:

The Pro Rata Share Charge for the 2021-22 school year is based on the per square foot amount of the total exclusive and proportional shared use space as well as the proportional share of that space needed for the overall operation of the campus.

Please see Exhibit B to the Use Agreement(s) attached hereto and incorporated herein by this reference. Exhibit B to the Use Agreement(s) states the Pro Rata Share Charge for Charter School.

The Pro Rata Share Charge will be due to the District on a monthly basis in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge for the applicable year. The Pro Rata Share Charge will be payable by Charter School to the District and delivered to the Real Estate Department, care of the Director of Facilities Real Estate and Asset Development by the 1st day of each month, beginning July 1, 2021. If Charter School fails to either make timely payment or deposit disputed payments into an escrow account with an escrow company authorized to do business in the state of California or as otherwise mutually agreed between the parties and provide timely notice of such to the District, the District shall provide Charter School with a notice of non-payment and Charter School shall have (10) ten business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment in accordance with section 4.3 of the Use Agreement(s), Charter School authorizes the District, and the District shall have the right, but not the obligation, to deduct the outstanding payment amount from Charter School’s revenue account.

Enclosed with the Use Agreement(s) is a form entitled “Election for Payment of Prop. 39 Pro Rata Share Charge” that lists the following four payment options by which Charter School may pay the Pro Rata Share Charge:

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- (1) Deliver a check to the District in an amount equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month.

If Charter School elects any of the following options, its authorized representative must sign and return the enclosed election form to the District by May 3, 2021.

- (2) Deliver a single check to the District on or before July 1, 2021 in an amount equal to the total Pro Rata Share Charge for the 2021-22 school year.
- (3) Authorize a one-time automatic deduction from Charter School's revenue account in an amount equal to the total Pro Rata Share Charge for the 2021-22 school year.
- (4) Authorize monthly automatic deductions from Charter School's revenue account in an amount equal to one-twelfth (1/12) of total Pro Rata Share Charge.

Unless the District receives a completed "Election for Payment of Prop 39. Pro Rata Share Charge" form indicating Charter School's intent to pay the Pro Rata Share Charge through one of the alternative payment methods identified in option (2), (3), or (4), above, Charter School's Pro Rata Share Charge will be due to the District on a monthly basis in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge for the applicable year, by the 1st day of each month, beginning July 1, 2021.

If, prior to June 1, (a) adjustments to shared use space identified in the District's Final Notification of Space Offered, are mutually agreed to and memorialized in a revised Shared Use Agreement (Exhibit A to the Use Agreement(s)) signed by authorized Charter School and District school administrators that is delivered to the District, and (b) Charter School has executed and returned the Use Agreement to the District, Charter School's Pro Rata Share Charge will be adjusted for Charter School's first payment that is due by July 1. Otherwise, Charter School's Pro Rata Share Charge payment shall remain as set forth in the District's Final Notification of Space Offered. If, on or after June 1, (a) a revised Shared Use Agreement is fully executed and delivered to the District, and (b) Charter School has executed and returned the Use Agreement to the District, Charter School's Pro Rata Share Charge will be adjusted and any resulting credits or additional charges will applied to Charter School's remaining Pro Rata Share Charge payment(s) for the next full month following the date the District receives the aforementioned documents (for example, if the documents are received on June 2, adjustments will be applied for Charter School's Pro Rata Share Charge payment due by August 1). Notwithstanding the foregoing, the effective date of an adjusted shared use schedule and adjustments to the Pro Rata Share Charge will be based on the date a revised Shared Use Agreement is fully executed.

The District intends to implement an online payment system to allow Charter School and other non-District entities to remit payment(s) to the District instead of cashier checks and/or money orders. The District will notify Charter School in writing when an online payment system is operational. Thereafter, Charter School shall use the online payment portal for making any and all Pro Rata Share Charge payments (unless Charter School has authorized a one-time or monthly automatic

BERT CORONA CHARTER HIGH

Proposition 39 Facilities Final Notification of Space Offered

April 1, 2021

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deduction from its revenue account) or other payments pursuant to the Use Agreement(s) or any other invoice.

In accordance with California Code of Regulations, title 5, section 11969.9, subdivision (i) and the intent expressed by the California Department of Education, Charter School **will be obligated to pay the entirety of the Pro Rata Share Charge** identified herein should it accept the offered space.

10. The Payment Schedule for the Pro Rata Share Charge:

Please see the payment schedule in the Use Agreement(s) attached hereto and incorporated herein by this reference.

Note: In accordance with California Code of Regulations, title 5, section 11969.9, subdivision (i) and the intent expressed by the California Department of Education, Charter School is solely permitted to accept or deny **the entirety** of space offered in this Final Notification of Space Offered. Charter School may not partially accept some of the space offered and reject other space offered, and it will be obligated to pay the entirety of the Pro Rata Share Charge identified herein should it accept the offered space. If your facilities needs have changed since the submission of your request, please let us know at your earliest convenience so we may accurately allocate facilities. Should you have any questions or comments regarding this Final Notification of Space Offered, please contact the District via e-mail at prop39@lausd.net. Please **DO NOT** contact the offered District school site directly.

Sincerely,



Veronica Arreguin
Chief Strategy Officer

Attachments

c: Austin Beutner
Devora Navera Reed
José Cole-Gutierrez
Robert Perry
Jeanette Borden

FUNDAMENTAL PROVISIONS**SINGLE-YEAR CO-LOCATION CHARTER SCHOOL FACILITIES USE AGREEMENT**

The following fundamental provisions are incorporated into the Single-Year Co-Location Charter School Facilities Use Agreement (“Agreement”). The provisions shall have the following meanings throughout the Agreement.

(a) Property Owner:	Los Angeles Unified School District (“LAUSD” or “District”), a unified school district existing under the laws of the State of California.
(b) Occupant:	YPI Charter Schools, Inc operating that charter school known as Bert Corona Charter High (“Charter School”), a California Charter School.
(c) School Site:	The Charter School shall be located on the following District School Site in accordance with the terms of this Agreement: Maclay Middle School (“School Site”).
(d) School Site use:	The Charter School shall use the School Site as a public school providing public education to its charter students in accordance with its Charter Petition. The Charter School shall have shared use of the School Site to the extent mutually agreed upon by the parties as set forth in the shared use exhibit attached hereto.
(e) School Year:	This Agreement provides use rights for the 2021-2022 school year.
(f) Date of Occupancy:	The Charter School’s occupancy shall begin ten (10) working days prior to the first day of instruction as identified in the Charter School’s “Facilities Request” for the 2021-2022 school year.
(g) Term:	The Term of this Agreement shall expire on June 30, 2022 .
(h) Pro Rata Share Charge:	The Pro Rata Share Charge for the Charter School’s use of the School Site shall be as outlined in Article 4, section 4.1. See Exhibit B for Pro Rata Share Charge for the School Year.
(i) Charter School’s Address for Notices:	Bert Corona Charter High ATTN: Yvette King-Berg, Executive Director 12513 Gain Street Pacoima, CA 91331 Phone No.: 818-726-8883 Email Address: ykingberg@ypics.org

<p>With a copy to:</p>	<p>_____</p> <p>_____</p> <p>ATTN: _____</p> <p>Phone No.: _____</p> <p>Facsimile No.: _____</p> <p>Email Address: _____</p>
<p>(j) LAUSD’s Address for Notices:</p>	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Facilities Director of Asset Development Phone No.: 213-241-6457 Facsimile No.: 213-241-6784 Email Address: albert.grazioli@lausd.net</p>
<p>With a copy to:</p>	<p>Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director, Charter Schools Phone No.: 213-241-0399 Facsimile No.: 213-241-2054 Email Address: jose.cole-gutierrez@lausd.net</p>

**SINGLE-YEAR CO-LOCATION
CHARTER SCHOOL FACILITIES USE AGREEMENT**

BY AND BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT,
A UNIFIED SCHOOL DISTRICT DULY ORGANIZED AND EXISTING UNDER THE
LAWS OF THE STATE OF CALIFORNIA,
AS PROPERTY OWNER,

AND

YPI CHARTER SCHOOLS, INC, OPERATING THAT CHARTER SCHOOL KNOWN AS
BERT CORONA CHARTER HIGH (“CHARTER SCHOOL”), A CALIFORNIA CHARTER
SCHOOL.

April 1, 2021

SINGLE-YEAR CO-LOCATION CHARTER SCHOOL FACILITIES USE AGREEMENT

This Single-Year Co-Location Charter School Facilities Use Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California (“LAUSD” or “District”), and **YPI Charter Schools, Inc**, operating that charter school known as **Bert Corona Charter High** (“Charter School”), a California Charter School (collectively referred to herein as the “Parties”), with reference to the following:

RECITALS

WHEREAS, LAUSD owns certain real property and facilities held in trust for the State of California to benefit all public school children residing in District’s boundaries;

WHEREAS, Charter School is a charter school operating under the provisions of the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and providing public school instruction to school children residing in the District’s boundaries;

WHEREAS, pursuant to Education Code section 47614 and the State Board of Education’s implementing regulations (California Code of Regulations, Title 5, Section 11969.1 – 11969.11) (“Implementing Regulations”) (Ed. Code section 47614 and the Implementing Regulations are collectively referred to as “Prop. 39”) as they may be amended by the State Board of Education from time to time, the District has certain obligations to provide reasonably equivalent school facilities to charter schools that are providing public school instruction to school children residing in the District’s boundaries;

WHEREAS, Charter School has made a timely request for facilities in accordance with Prop. 39;

WHEREAS, LAUSD and Charter School wish to set forth the terms and conditions on which Charter School shall have the right to occupy the School Site for purposes of operating a school, as well as the responsibilities of Charter School with respect to the use and operation thereof, and the rights and responsibilities of LAUSD as the owner of certain real property to be used and the improvements thereon.

NOW, THEREFORE, for good consideration had and received, and the mutual covenants and obligations contained herein, LAUSD and Charter School hereby agree as follows:

ARTICLE 1. GENERAL TERMS

1.1 **Definitions.** Capitalized words and phrases used and not otherwise defined elsewhere in this Agreement shall have the following meanings:

(a) “Applicable Law” means and refers to all present and future, foreseeable and unforeseeable, applicable laws (including, without limitation, the California Education Code, the California Public Contract Code, the California Building Standards Law and any requirements of

the California Division of State Architect), ordinances, orders (including consent decrees), rules and regulations, and requirements of all federal, state, county and municipal government, courts, departments, commissions, boards and offices, and any other governmental body exercising jurisdiction over the School Site or exercising functions similar to those of any of the foregoing, foreseen or unforeseen. The Parties recognize that the laws applicable to the Charter School and the District may vary.

(b) “Environmental Laws” means and refers to all federal, state and local laws, ordinances, court orders and administrative directives, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251, et seq.; the Hazardous Substance Account Act, California Health & Safety Code §§ 25300, et seq.; the Hazardous Waste Control Law, California Health & Safety Code §§ 25100, et seq.; the Medical Waste Management Act, California Health & Safety Code §§ 15015, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000, et seq.; and California Education Code §§ 17210, et seq., and California Code of Regulations, Title 5, §§ 14010, et seq.

(c) “Hazardous Materials” shall mean any substance or material that is described as a toxic or hazardous substance, explosive material, radioactive substance, waste or material, or a pollutant or contaminant or infectious waste, or words of similar import, in any of the Environmental Laws, and includes but is not limited to, asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated byphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

(d) “Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing, including continuing migration, into the environment of Hazardous Material into or through soil, air, surface water or groundwater.

(e) “District Real Property” shall mean the real property upon which the School Site is located.

(f) “District Premises” shall mean the facilities and other improvements located on the District Real Property together with the Real Property.

(g) “Charter School Premises” shall mean that portion of the District Premises that is designated to the Charter School’s exclusive use as outlined in this Agreement.

(h) “Charter School Shared Premises” shall mean that portion of the District Premises that is shared with another District school or charter school. The Charter School Shared Premises will be mutually determined by the Charter School and LAUSD in advance by selecting

from a menu of possible shared space on the District Premises. The Charter School's Shared Space shall be attached to this Agreement as Exhibit A.

(i) "Charter School Owned Premises" shall mean facilities and other improvements together with any real property that is owned by the Charter School.

(j) "Deferred Maintenance" shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for their designated purposes.

1.2 Statutory References and Exhibits. The specific statutory references in this Agreement are to the Statutes and Regulations of the State of California unless otherwise specified. All Exhibits and Attachments are deemed fully incorporated into this Agreement.

ARTICLE 2. FACILITIES, FURNISHINGS AND EQUIPMENT

2.1 Exclusive Use. LAUSD hereby grants to Charter School the exclusive use of that portion of the District Premises as fully described and outlined in Exhibit B.

2.2 Shared Use. LAUSD hereby grants to Charter School the shared use of that portion of the District Premises as fully described and outlined in Exhibit A.

2.3 Delivery of Charter School Premises. Unless the Charter School is already in possession of the Charter School Premises as mutually agreed by the District and the Charter School, the District agrees to have the Charter School Premises furnished, equipped and available for occupancy by the Charter School at least 10 working days prior to the first day of instruction in Charter School's regular school year for the traditional school calendar.

2.4 Furnishings and Equipment. LAUSD shall provide furnishings and equipment to the Charter School. These furnishings and equipment shall remain the property of LAUSD. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.2. All furnishings and equipment located at the Charter School Premises shall be the property of LAUSD unless the charter school has developed an inventory of the furnishings and equipment that it has purchased for use on the Charter School Premises. The charter school's property will be properly inventoried and supported by back-up documentation, such as receipts of purchase or other acceptable form of documentation.

2.5 Telecommunications. The District Premises are wired for telephone and computer data connectivity. The responsibility to provide all communications equipment, excluding phones, computer and related hardware, software, and all required services, shall be the responsibility of the Charter School.

2.6 Title to District Premises. Charter School understands that this Agreement shall provide Charter School with the right to occupy and use the Charter School Premises and Charter School Shared Premises as outlined in this Agreement, and Charter School represents and warrants that Charter School shall not have or assert any ownership right, title or interest to the District Premises based upon its status or possession, occupancy and use of the District Premises.

ARTICLE 3. TERM

3.1 Agreement Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall expire on the date set forth in (g) of the Fundamental Provisions, unless otherwise agreed between the parties as outlined in an agreement for summer occupancy, as provided in section 3.2 below, or unless terminated as outlined in this Agreement.

3.2 Summer Occupancy. LAUSD and Charter School may agree to the Charter School’s access to District Premises for a period of time in addition to the term described in section 3.1 above, as follows:

(a) At the time of its initial annual application for facilities, submitted to LAUSD not later than the November 1 deadline, Charter School shall provide LAUSD with its request to occupy District Premises for purposes of conducting a summer session of its educational program, and an approximation of its desired classroom needs and need for shared space.

(b) By May 1, Charter School will provide LAUSD with a projection of enrollment and an exact accounting of the classrooms and shared space needed.

(c) By June 1, LAUSD will provide Charter School with notification of its assigned classroom space and shared space. LAUSD shall make reasonable efforts to provide Charter School with the space Charter School occupied during the term specified in section 3.1 above; provided, however, that if LAUSD assigns space to Charter School that differs from the space that it occupied, it will provide Charter School with such notice at this time. Charter School and LAUSD will jointly sign the notification acknowledging agreement to the summer occupancy.

(d) If Charter School does not occupy the planned space during the term of its requested occupancy, LAUSD shall have the right to charge Charter School for over-allocated space pursuant to the formula set forth in Prop 39 for over-allocated space, pro-rated monthly, provided however that the notification provisions of Title 5 CCR section 11969.8 shall not apply.

(e) Charter School understands that custodial staff is assigned to day shifts during the summer to perform deep cleaning of the campus, and that they will have to pay custodial overtime to perform the daily clean-up of summer school activities, just as the District school would have to out of its local control funding budget if it were to host summer school as well.

ARTICLE 4. CHARGES FOR FACILITIES USE

4.1 Definition of Pro Rata Share Charge. The Parties acknowledge and agree that LAUSD may not, pursuant to California law, charge Charter School rent in exchange for its use of the District Premises; provided, however, that LAUSD shall have the right to charge the Charter School an annual fee for use of the District Premises consistent with Education Code section 47614(b) (the “Pro Rata Share Charge”). In exchange for payment of the Pro Rata Share Charge by Charter School, LAUSD shall perform Deferred Maintenance upon the District Premises for the benefit of Charter School. In charging the Pro Rata Share Charge, the District shall not charge the higher oversight fee under Education Code section 47613.

4.2 Calculation of Pro Rata Share Charge. The Pro Rata Share Charge shall be calculated in accordance with Title 5 CCR section 11969.7. When determining Charter School’s facilities costs, Charter School shall only be responsible for facilities payments for those types of facilities spaces used in the District’s calculation of the Pro Rata Share Charge. If the Charter School shares the District Premises, the Charter School shall only be charged the Pro Rata Share Charge on the Charter School Shared Premises on a percentage of its annual usage of the shared premises. The Pro Rata Share Charge shall be determined by calculating the actual square footage of the Charter School’s Premises and the percentage of its usage of Charter School Shared Premises. The Charter School will not be charged a Pro Rata Share Charge for District Premises that it does not use, but may be charged a proportional Pro Rata Share Charge for shared space needed for the overall operation of the campus as set forth in Title 5 CCR section 11969.7(c). The methodology and the Pro Rata Share Charge for the Term of this Agreement is attached as Exhibit B.

4.3 Disputes as to Payments. If Charter School disputes all or any part of the Pro Rata Share Charge, Charter School shall pay the undisputed portion of the charge per the terms provided in section 4.4 below and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the parties, at the Charter School’s expense. The parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Section 22.1 of this Agreement. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the parties proportionally on the same percentage allocation as the disputed payment amount.

In such instance where Charter School disputes its obligations to pay all or part of the Pro Rata Share Charge, Charter School shall provide LAUSD with a letter or notice entitled “Payment Under Protest” stating that Charter School plans to dispute such payment and proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due under section 4.4 or 5.2, as applicable. The Charter School shall provide further letter to LAUSD specifying in detail why Charter School is not required to pay all or part of such amount within thirty (30) days following the payment due date.

4.4 Assessment Schedule. The Pro Rata Share Charge will be due to LAUSD on a monthly basis in amounts equal to one twelfth of the total Pro Rata Share Charge for the applicable

year. The Pro Rata Share Charge will be payable by the Charter School to LAUSD to the Director of LAUSD's Leasing and Space Utilization Department by the 1st day of each month. If Charter School fails to either make timely payment or deposit disputed payments into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the parties and provide timely notice to LAUSD, LAUSD shall provide Charter School with a notice of non-payment and Charter School shall have ten (10) business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment per section 4.3 above, Charter School authorizes and LAUSD shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Revenue account.

Notwithstanding anything else in this section 4.4 above, Charter School shall have the option to request LAUSD to deduct Charter School's Pro Rata Share Charge from the Charter School's Revenue account.

4.5 Oversight Fee. If District collects a Pro Rata Share Charge, the District may only charge an oversight fee in accordance with Education Code section 47613, which shall not exceed one percent (1%) of the "revenue of the charter school" (as defined in subdivision (f) of Section 47613). If District does not collect a Pro Rata Share Charge, and does not otherwise charge a fee that may be deemed rent, the District may charge an oversight fee in accordance with Education Code section 47613, which shall not exceed three percent (3%) of the "revenue of the charter school." Oversight fees or Pro Rata Share Charges shall be altered by the parties in accordance with any change in applicable law during the term of this Agreement. Charter School shall pay the oversight fee in accordance with the requirements for the payment of the Pro Rata Share Charge as provided in Section 4.4 above.

ARTICLE 5. FEE FOR SERVICE CHARGES

5.1 Payment for Services. In addition to the services provided by LAUSD under this Agreement, Charter School may request and LAUSD may, from time to time, provide facilities-related services to Charter School in addition to the services provided in this Agreement, upon mutual agreement by the parties, and shall charge Charter School for such services ("Fee-For-Service Charges"). Any recurring Fee-For-Service Charges shall be payable by Charter School on a monthly basis as set forth in Section 4.4 above. One-time Fee-For-Service Charges, will be charged to Charter School on a monthly basis, and will be accompanied by an invoice that reflects the nature of the services delivered, the rate charged, and the degree of completion. A copy of any applicable LAUSD order form or job ticket shall also be enclosed with the invoice. To the extent that Charter School has requested services for which a flat monthly fee is charged, such Fee-For-Service Charges shall be prorated for any partial month. These Fee-For-Service Charges will not be deducted by LAUSD from the Charter School's Revenue account or offset against any monies owing to the Charter School.

5.2 Timely Payment. Charter School will pay any Fee-For-Service Charges by check or cash within twenty (20) days following the receipt of the invoice. If Charter School fails to pay the Fee-For-Service Charges, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two

percent (2%), or (ii) the maximum rate then allowed by law (“Interest Rate”) from the date such amount is due until the date paid.

5.3 Timely Charges. The Parties agree that no amounts may be charged or disputed for services that have been delivered over a period that exceeds twelve (12) months, and that Charter School will have no obligation to pay any amounts charged pursuant to an order or request for services that is more than twelve (12) months old, regardless of whether the services have been delivered and/or completed.

5.4 Disputes as to Payments. If Charter School disputes all or any part of the Fee-For-Service Charges, Charter School shall pay the undisputed portion of the charge per the terms provided in section 5.1 and 5.2 above, and shall handle the disputed portion as set forth in section 4.3 above.

ARTICLE 6. INSURANCE

6.1 Charter School’s Insurance. Charter School, at Charter School’s sole cost and expense, shall both obtain and keep in full force and effect, beginning on the Effective Date and continuing until this Agreement terminates, the following insurance policies for the District Premises, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

(a) Liability Insurance. Commercial general liability insurance with respect to the District Premises and Charter School Owned Premises, if any, and the operations of or on behalf of Charter School in, on or about the District Premises, including but not limited to: bodily injury, sexual molestation coverage, automobile liability coverage (if Charter School owns vehicles), product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to the Charter School as required by LAUSD as a school district. Coverage shall be maintained with no Self-Insurance Retention above \$15,000 without the prior written approval of LAUSD. 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 insured 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 the charter school’s insurance primary, provided however, that District’s insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party’s actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter School.

(b) Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard “All Risks” coverage, including sprinkler leakage, insuring all of Charter School’s trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property (“Charter’s Property”) in an amount not less than one hundred percent (100%) of replacement value. Such insurance shall contain: (i) coinsurance or contribution clauses, (ii) a replacement cost endorsement, and (iii) a waiver of subrogation in favor of LAUSD. With regard to such property insurance, LAUSD agrees that Charter School shall have the right to participate

in insurance policies obtained by LAUSD where such policies are less expensive or otherwise more advantageous to Charter School than coverage otherwise available in the marketplace. Any such participation shall be in a separate written agreement. The Parties further acknowledge and agree that Charter School has no obligation hereunder to purchase earthquake coverage.

(c) Workers' Compensation, Employer Liability. Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the charter school from claims that may arise from its operations pursuant to the Workers' Compensation Act, and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).

(d) Fidelity Bond. Fidelity bond coverage for all of Charter School's employees and who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insurance retention.

6.2 Insurance Policy Criteria. All policies of insurance required to be carried by Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard LAUSD requires for non-charter public schools [A.M. Best A-, VII or better]. Any such insurance required of Charter School hereunder may be furnished by Charter School under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to LAUSD prior to the date Charter School is given the right to possession of the District Premises, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. In addition, LAUSD and the Board of Education of the City of Los Angeles shall be named as an additional insured on the liability policies and a loss payee on the property coverages for District Premises. LAUSD may, at any time and from time to time, upon reasonable notice to Charter School and at no cost to Charter School, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of Charter School under this Agreement.

6.3 Failure to Obtain Insurance. If Charter School fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any Applicable Law, LAUSD may (but without obligation to do so), and with concurrent notice to Charter School, perform such obligations on behalf of Charter School, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by Charter School to LAUSD.

6.4 Reimbursement. Charter School shall reimburse LAUSD for cost of the premiums paid by LAUSD for the insurance carried by LAUSD pursuant to the terms of section 6.3 herein, in accordance with section 5.2. Such amounts will be payable by check, and may not be deducted by LAUSD from Charter School's Revenue account.

6.5 District Insurance. During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the District Premises and any District-owned personal property) in amounts equal to that which would be in place if the District Premises were occupied by another school of the District. For services provided by the District to the Charter School, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

ARTICLE 7. USE OF PREMISES

7.1 Use. Charter School shall use the District Premises for the operation of a school serving school students consistent with the terms of the Charter School's charter, and incidental related uses, such as educational and extracurricular uses, with such use being subject to the terms of this Agreement and all Applicable Law.

7.2 Civic Center Use. Although Charter School shall have the exclusive use of the Charter School Premises, LAUSD, with the prior consent of Charter School, may agree to make the Charter School Premises available to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.). If Charter School authorizes access to Charter School Premises pursuant to Civic Center Act, Charter School assumes the risk of loss or damage to property as a result of that access.

LAUSD shall have the right to provide use of Charter School Shared Premises to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131 et seq.); provided, however, that Charter School shall have first right of use of Charter School Shared Premises if Charter School has timely scheduled use of the Charter School Shared Premises with the local LAUSD school principal by September 15 for the period of November through February, January 15 for the period of March through June, and May 15 for the period of July through October or prior to LAUSD granting use and/or access to a third party.

7.3 Compliance with Laws. The District is not aware of any defect in or condition of the District Premises that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the District Premises that calls into question the appropriateness or sufficiency of the District Premises for their intended purpose. The District discloses that the District Premises may not be in compliance with statutes, ordinances, regulations, orders or holdings that were subsequently enacted or issued after the construction of the District Premises and the District offered the Charter School Premises and Charter School Shared Premises based upon the information Charter School disclosed in its Prop. 39 facilities request or otherwise disclosed to the District.

Charter School agrees to use and occupy the District Premises in accordance with all Applicable Law. LAUSD acknowledges that Charter School shall not be responsible for repairs, replacements, alterations, renovations or other modifications or improvements that may result from the District Premises' failure to comply with Applicable Laws unless legal non-compliance or the requirement to comply with current Applicable Laws is the result of an act or omission of Charter School. LAUSD agrees that Charter School shall not be liable for any harm, injury, or other

liability resulting from the District Premises' failure to comply with Applicable Laws. Notwithstanding anything herein to the contrary, Charter School shall only be responsible for the District Premises' compliance with Environmental Laws, the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) access rights to the extent Charter School makes any modifications or improvements to the District Premises. Charter School shall not be responsible for any and all environmental conditions which existed on, below, above or around the District Premises prior to the Charter School's occupancy of the District Premises or caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

7.4 Compliance with Charter Petition. Charter School shall, at its sole cost and expense, promptly and at all times comply with the terms and provisions of the Charter School's charter, as it may be amended or renewed by LAUSD or its chartering agency. Notwithstanding the forgoing, if this Agreement conflicts with any provision in the Charter School's charter this Agreement shall supersede the charter.

7.5 Continuous Use. Charter School shall uninterruptedly operate a school at the District Premises during the Term of this Agreement.

7.6 Finger Printing. Each party shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in the Education Code.

7.7 Shared Use. If the District Premises are shared with another District school or program or one or more other charter schools, the use of the Charter School Shared Premises shall occur in accordance with the Shared Use Agreement, attached hereto as Exhibit A. The additional Shared Use Agreement shall be negotiated in good faith and terms shall be mutually entered into between the Charter School and the LAUSD host school principal.

ARTICLE 8. ALTERATIONS AND SIGNAGE

8.1 Alterations. During the Term of this Agreement, Charter School shall have no right to make alterations, additions, or improvements to the District Premises, which shall include modular classrooms ("Alterations"), unless previously approved by LAUSD and in accordance with conditions set forth by LAUSD in the approval letter delivered by LAUSD or otherwise mutually agreed in writing. Charter School may submit a request to make Alterations to the District Premises and LAUSD agrees to act upon a timely and complete request by Charter School within thirty (30) days. If LAUSD fails to provide a response to Charter School within thirty (30) days regarding any such timely and complete request the request shall be deemed approved. Any alterations, additions, or improvements must not cause the District Premises to be incompatible with the operation of a school within the public system of the City of Los Angeles, and must be made in compliance with all Applicable Laws and LAUSD policies. Unless otherwise agreed in writing, the Charter School maintains its ownership rights in any Alterations and may be allowed to remove the same at termination of this Agreement and restore the property to the condition reasonably equivalent to that existing prior to Alteration at Charter School's expense.

8.2 Signage. Charter School may install signage at the District Premises including one sign at the Charter School's main entrance stating the charter school name and other pertinent information, a sign indicating the main office of the Charter School, and other directional signs as appropriate. The signage shall not require any Alterations to the District Premises in order to erect such signage. Such signage shall be in compliance with any District standards previously made available to Charter School and Charter School's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. The Charter School may place additional signs on the property with prior LAUSD approval.

ARTICLE 9. SURRENDER; END OF THE TERM

9.1 Surrender of District Premises. On the last day of the Term hereof, Charter School shall surrender to LAUSD the District Premises, vacant and in the same condition as when received or made, ordinary wear and tear excepted, free and clear of any liens or encumbrances. All Alterations made by or for Charter School, whether temporary or permanent in character, made either by LAUSD or Charter School, shall, unless otherwise agreed to by the District, be removed and the District Premises shall be surrendered to LAUSD upon expiration of the Term or termination of this Agreement and the property shall be restored to the condition existing prior to Alteration at the expense of Charter School. If any Alterations are made, at least thirty (30) days prior to the last day of the Term hereof, Charter School shall provide the District with its plan of removal and restoration, and the District may require modifications to said plan to ensure that the premises are restored to substantially the same condition they were in prior to Charter School occupancy. By the last day of the Term, Charter School shall remove completely all of Charter School's personal property, including moveable furniture, trade fixtures, and equipment not attached to the District Premises, and repair all damage caused by such removal. Any of Charter School's personal property not so removed shall, with the exception of any modular classrooms purchased by Charter School, after written notification to the Charter School, at the option of LAUSD, automatically become the property of LAUSD upon the expiration or termination of this Agreement or 15 business days following written notification to the Charter School. Thereafter, LAUSD may retain or dispose of in any manner the personal property not so removed, without any notice or liability whatsoever to Charter School.

9.2 Compliance with Applicable Law. All removal of property is subject to Applicable Law, including any local permits and/or approval by the Division of State Architect of the State Department of General Services.

ARTICLE 10. HOLDING OVER

10.1 Holding Over. Charter School shall surrender possession of the District Premises immediately upon the expiration of the Term or earlier termination of this Agreement. Absent a written agreement to the contrary, Charter School will not be permitted to hold over possession of the District Premises after such expiration or earlier termination of the Term without the express written consent of LAUSD, which consent LAUSD may withhold in its sole and absolute discretion. Any holdover by Charter School shall constitute a breach of this Agreement by Charter

School entitling LAUSD to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom.

During any hold over period, Charter School shall: (i) not occupy and use the premises during the hold over period except to remove its personal property and Alterations as it has coordinated with LAUSD; and (ii) authorize LAUSD to deduct \$100 per day (or any portion thereof) from charter school's monthly revenue account commencing on the sixth day of the hold over and said per day rate shall increase by 100% for each 15 day period thereafter; provided, however, that these hold over provisions shall not apply to those situations where Charter School previously made a timely and legally sufficient request under Prop. 39 for the school year to commence after the last day of the Term of this Agreement, LAUSD made a facilities offer and Charter School accepted, and there is a delay in the delivery of the facilities.

ARTICLE 11. LAUSD'S ACCESS AND OBLIGATIONS

11.1 Entry. LAUSD and its authorized representatives shall have the right, after forty-eight (48) hours prior written notice to Charter School, to enter the District Premises during normal business hours for the purpose of inspection and audit ("Inspection"); or to perform Deferred Maintenance in or on the District Premises pursuant to a request from Charter School or in accordance with the five year plan for Deferred Maintenance to be updated annually by LAUSD's Maintenance and Operations Branch in consultation with Charter School as set forth below. Nothing in this section shall prevent LAUSD from entering the District Premises to address an emergency upon the District Premises nor shall this provision restrict the LAUSD Charter Schools Division's authority to enter the District Premises without advanced notice to perform its general oversight responsibilities under the terms of Charter School's charter and Applicable Law. An "emergency" shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the District Premises, or circumstances that risk further imminent damage or destruction to the District Premises, or otherwise jeopardizes the operation of the District Premises including, but not limited to, the safety and sanitary condition of the District Premises.

11.2 Right to Perform. If Charter School fails to perform any covenant or condition to be performed by Charter School, LAUSD and its authorized representative shall have the right to enter the District Premises during normal business hours for the purpose of performing such covenant or condition at LAUSD's option after ten (10) days written notice to and failure to perform by Charter School or to provide notice to LAUSD pursuant to section 16.1(b) of this Agreement. Charter School shall reimburse LAUSD, in accordance with Section 5.2 above, for all reasonable costs incurred in so performing. Any performance by LAUSD of Charter School's obligations shall not waive or cure such default. LAUSD may perform Charter School's defaulted obligations at Charter School's sole cost and expense.

11.3 Other. LAUSD shall have the right after forty-eight (48) hours prior written notice to Charter School to enter the District Premises at all reasonable times during usual business hours for the purpose of exhibiting the same to prospective purchasers or mortgagees or Charter Schools thereof.

11.4 Obligation to Inspect. On an annual basis, LAUSD's Maintenance and Operations Division will inspect the District Premises and deliver a copy of their inspection to the Charter School prior to commencement of its occupancy. It is understood and agreed by the Parties that LAUSD will bear the sole cost and responsibility for such inspection.

11.5 Deferred Maintenance Plan and Services. The Parties acknowledge and agree that LAUSD has certain obligations to deliver Deferred Maintenance to the District Premises in exchange for Charter School's Pro Rata Share Charge payments. In furtherance of its obligations, LAUSD shall maintain or cause to be maintained a "Deferred Maintenance Plan" for the District Premises. The Deferred Maintenance Plan shall include a schedule and description of Deferred Maintenance services to be delivered by LAUSD to Charter School to cover the Term of this Agreement; provided, however, that the parties acknowledge that there may not be any scheduled Deferred Maintenance services conducted during the term of this Agreement pursuant to LAUSD's five year plan. LAUSD shall deliver the Deferred Maintenance plan to Charter School before July 31 of the year of Charter School's occupancy. In addition to the services set forth in the Deferred Maintenance Plan, Charter School may request additional Deferred Maintenance services or accelerated service by telephoning LAUSD's Maintenance Operations Division. LAUSD shall, whenever feasible and without jeopardizing priority maintenance services to other schools, perform such additional or accelerated Deferred Maintenance services for Charter School. LAUSD acknowledges and agrees that it will carry out its responsibilities pursuant to this Section 11.5 in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all Applicable Law and LAUSD policies. LAUSD further acknowledges and agrees that all work it is obligated to perform pursuant to this Section 11.5 will be timely commenced and diligently prosecuted through completion.

11.6 Maintenance and Operations. Maintenance and Operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment.

LAUSD shall solely be responsible for performing M&O on the Charter School Premises and the Charter School Shared Premises to maintain a good, safe and sanitary condition. Charter School shall not be responsible to perform any M&O services. LAUSD shall provide M&O services to the Charter School pursuant to LAUSD's M&O standards and policies and shall provide these services at a service level similar to that provided to LAUSD public schools. Costs of M&O services are included in the Pro Rata Share Charge (Facilities Costs) which are paid by the Charter School and determined by calculating the actual square footage of the Charter School's Premises and the percentage of Charter School's usage of the Charter School Shared Premises. The Pro Rata Share Charge (Facilities Costs) rate and calculation methodology are attached hereto as Exhibit B. If the Charter School requests any additional facilities-related services that are above and beyond the service level provided to LAUSD public schools and which are not included in the Pro Rata Share Charge (Facilities Costs) but have been agreed to be provided by LAUSD, costs of said services will be charged to the Charter School on a fee-for-service basis as set forth in Article 5 above. Fee-For-Service Charges shall be based upon rates that will be updated by LAUSD and circulated to the Charter School prior to July 31 and which shall be in effect through at least July 31 of the next year.

If and when the Charter School needs additional M&O services and these have been agreed to be provided by LAUSD, Charter School may request said services from LAUSD's Maintenance and Operations Branch by contacting the Complex Project Manager (CPM) for the School Site. The current CPM directory can be found at: <http://www.laschools.org/new-site/mo/contact-us>, and an estimate for the requested services will be delivered to Charter School within five (5) working days of the request. Charter School shall report service calls to the School Site plant manager. Only in case of an M&O related emergency, Charter School may call the Service Line Hotline at (213) 745-1600 (M-F 6:30am – 5:00pm); for all M&O related emergencies outside of these hours, Charter School shall contact the LAUSD School Police Department at (213) 625-6631. To the extent a service is being delivered on a long-standing or continuous basis, it is understood and agreed by the Parties that such request for services must be renewed at the outset of each school year to be a validly enforceable obligation.

11.7 Pest Management. Notwithstanding anything provided in this Agreement, LAUSD shall provide the pest management for the District Premises in accordance with LAUSD's Integrated Pest Management Program policy upon written notice to Charter School of its intention to do so. The schedule upon which the pest management service will be provided, as well as the estimated cost of such pest management service. Charter School shall pay the reasonable and customary fee or charge for said pest management service in accordance with Article 5 above.

ARTICLE 12. LIENS

12.1 Liens. Charter School shall not suffer or permit any liens to stand against the District Premises, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If, as a result of work performed by or under the direction of the Charter School, any such lien shall at any time be filed against the District Premises, the Charter School shall provide written notice thereof to the District as soon as notice of such lien or action comes to the knowledge of the Charter School. The Charter School shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by LAUSD to subject its estate in the District Premises or any estate that may be construed in favor of Charter School under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

12.2 Release of Liens. If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by the Charter School whose dealings gave rise to the lien and without releasing the Charter School from any of its obligations, may cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien. The Charter School shall pay to the District any sum paid by the District to remove such liens in accordance with section 5.2 above.

ARTICLE 13. ALLOCATION OF RISK

13.1 Indemnity. LAUSD and Charter School hereby agree and acknowledge that the relationship between LAUSD and Charter School is solely a landlord/Charter School type relationship and not a principal/agent relationship. Charter School and LAUSD are acting on their own behalf in operating from the District Premises any school thereon (or any other purpose(s) thereupon) and neither is operating as an agent of the other.

To the fullest extent permitted by law, Charter School and LAUSD shall indemnify, defend and protect each other and their affiliates, successors and assigns, and their officers, directors, shareholders, board members, other members, partners, agents and employees (sometimes referred to as the “Indemnified Party” or sometimes collectively referred to as the “Indemnified Parties”) and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys’ fees) incurred in connection with or arising from any cause (i) in Charter School’s or LAUSD’s use or occupancy of the District Premises, or (ii) in connection with Charter School’s or LAUSD’s operations at the District Premises, including without limiting the generality of the foregoing:

(a) any default by Charter School or LAUSD in the observance or performance of any of the terms, covenants or conditions of this Agreement;

(b) the use or occupancy of the District Premises by Charter School or LAUSD or any person claiming by, through or under Charter School or LAUSD, or their employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the District Premises either prior to, during, or after the expiration of the Term of this Agreement (singularly, “Liability”; collectively, “Liabilities”); and

(c) any claim by a third party that Charter School or LAUSD is responsible for any actions by the other party in connection with any use or occupancy of the District Premises or in any way related to this Agreement.

Notwithstanding anything to the contrary set forth in this Section, the provisions of this Section 13.1 shall not apply to the extent that all or part of the Liabilities are due to the gross negligence or willful misconduct of the Indemnified Parties or due to the breach of the Indemnified Party’s obligations under this Agreement. The provisions of this Section 13.1 shall survive the expiration or sooner termination of this Agreement.

Charter School or LAUSD shall, upon request by Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Parties on the following terms and conditions:

(a) The party requesting the benefits of this Section 13.1 shall deliver to the other party a written request for defense of a Liability. The receiving party shall have thirty (30) days after the date of the receipt of the request to determine whether the request for defense is appropriate and deliver either a written notice of assumption of defense or rejection of request (“Notice”). If the receiving party denies the request, the requesting party may defend such Liability and pursue any rights or remedies available at law for the rejection of the request.

(b) If the request for defense has been accepted, such defense shall be conducted by reputable attorneys retained by Charter School or LAUSD, as applicable, selected from a list approved by Charter School or LAUSD, as applicable, all at Charter School's or LAUSD's sole cost and expense. In the event the interests of Charter School or LAUSD and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Charter School or LAUSD, as applicable, shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(c) If Charter School or LAUSD fails to deliver the Notice or fails to choose counsel from the other party's approved list, Charter School or LAUSD shall conclusively be bound by and be liable for all liability suffered or incurred by such Indemnified Party, including without limitation, the amount of any judgment, settlement, compromise, fine or penalty, and all costs and fees of counsel incurred by such Indemnified Party in connection therewith, whether or not such Indemnified Party shall choose to undertake a defense in connection with such Liability.

(d) Charter School and LAUSD agree to promptly notify each other of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Charter School or LAUSD, or any of their directors, officers, agents or employees, in connection with the matters covered hereby.

ARTICLE 14. DAMAGE AND DESTRUCTION

14.1 Notice to LAUSD. Charter School shall provide written notice to LAUSD immediately of any casualty that wholly or partially damages or destroys the Charter School Premises or Charter School Shared Premises.

14.2 If there is damage or destruction, in whole or in part, to the Charter School Premises or Charter School Shared Premises:

(a) Unsafe Access or Use. If Charter School and LAUSD determine that all or substantially all of the Charter School Premises and/or Charter School Shared Premises are inaccessible or unusable by Charter School in a safe manner, then the parties may mutually agree to terminate this Agreement.

(b) Safe Access or Use. If Charter School and LAUSD determine that Charter School can safely continue its educational program from the Charter School Premises, Charter School may elect to continue the Agreement in effect; provided, that Charter School's Pro Rata Share Charge shall be adjusted proportionately for that portion of the Charter School Premises and/or Charter School Shared Premises that Charter School cannot and relinquishes use of.

(c) Upon mutual agreement between the parties, Charter School may elect to pay LAUSD for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by LAUSD. If Charter School exercises such option, this Agreement shall continue in full force and effect but the Pro Rata Share Charge and all other charges, expenses and fees shall be proportionately reduced as provided in Section 14.2(b).

(d) If this Agreement is terminated pursuant to this Section 14.2, LAUSD shall make best efforts to house Charter School's entire program that was conducted at the Charter School Premises in a single facility for the remainder of the Charter School's planned school year. If LAUSD cannot provide Charter School with a single facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program that was conducted at the Charter School Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the District Premises or at other District real property that LAUSD deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code nothing herein shall obligate LAUSD to expend unrestricted general fund revenues.

ARTICLE 15. EMINENT DOMAIN

15.1 Termination of Agreement. This Agreement shall terminate if all of the Charter School Premises or Charter School Shared Premises are permanently taken under the power of eminent domain. If only a part of the Charter School Premises or Charter School Shared Premises is permanently taken under the power of eminent domain, LAUSD or Charter School may elect to terminate this Agreement by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of this Agreement, the Pro Rata Share Charge shall be proportionately reduced based on the portion of the Charter School Premises or Charter School Shared Premises rendered unusable, and LAUSD shall restore the Charter School Premises or Charter School Shared Premises by constructing a demising wall deemed necessary by LAUSD to separate the Charter School Premises or Charter School Shared Premises from the portion permanently taken. In the event LAUSD terminates this Agreement pursuant to this Section, LAUSD shall make best efforts to house Charter School's entire program in a contiguous facility for the remainder of the Charter School's planned school year. If LAUSD cannot house the Charter School's entire program in a single contiguous facility, LAUSD shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program across multiple facilities or by use of temporary modular classrooms.

15.2 Allocation of Condemnation Award. In the event of a permanent condemnation or taking of all or part of the District Premises, LAUSD shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the District Premises. Nothing contained in this Article 15 shall be deemed to give LAUSD any interest in or to require Charter School to assign to LAUSD any separate award as designated by the condemning authority made to Charter School for (i) the taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's relocation expenses.

15.3 Temporary Taking. No temporary taking of the Charter School Premises or Charter School Shared Premises or any part of the Charter School Premises or Charter School Shared Premises and/or of Charter School's rights to the Charter School Premises or Charter School Shared Premises or under this Agreement shall terminate this Agreement or give Charter School any right to any abatement of any payments owed to LAUSD pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to LAUSD, except as to compensation for (i) the temporary

taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's temporary relocation expenses.

ARTICLE 16. CHARTER SCHOOL'S DEFAULT; LAUSD'S REMEDIES

16.1 Charter School's Default. The occurrence of any one of the following events shall be considered a default of this Agreement by Charter School:

(a) The failure of Charter School to pay any charges or fees due and payable hereunder pursuant to the provisions of sections 4.4 or 5.2, as applicable, or otherwise provided herein; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and such ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(b) The failure of Charter School to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. LAUSD shall provide Charter School with written notice of default and Charter School shall have ten (10) business days to provide a response to LAUSD either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by LAUSD within which Charter School will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by LAUSD to Charter School without prior written agreement by LAUSD. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(c) Charter School's abandonment of the Charter School Premises for a period of thirty (30) consecutive days, it being agreed that the fact that any of Charter School's property remains in the Charter School Premises shall not be evidence that Charter School has not vacated or abandoned the Charter School Premises; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Charter School Premises;

(d) The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School of a petition to have Charter School adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Charter School Premises, or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Charter School Premises or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

(e) Any failure by Charter School to execute and deliver any statement or document described in Article 20 below within a reasonable period of time after LAUSD's written request

for such statement or document. Any such notice shall be in lieu of and not in addition to any notice required under Code of Civil Procedure section 1161, an such thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(f) The assignment, subletting or other transfer of this Agreement in violation of Article 18.

(g) The cessation of the Charter School's program after a revocation, nonrenewal or surrender of the charter to the granting agency. However, the Charter School shall not be in default of this Agreement until after the Charter School has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

16.2 LAUSD's Remedies.

(a) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from LAUSD of such default, LAUSD shall have the right, in addition to all other rights available to LAUSD under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing Charter School with a ninety (90) day prior written notice of termination. Upon termination, LAUSD may recover any damages proximately caused by Charter School's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by LAUSD in an effort to mitigate damages, as well as any other damages which LAUSD is entitled to recover under any statute now or later in effect.

(b) In accordance with Civil Code section 1951.4 (or any successor statute), Charter School acknowledges that in the event Charter School has breached this Agreement and abandoned the District Premises, this Agreement shall continue in effect for so long as LAUSD does not terminate Charter School's right to possession, and LAUSD may enforce all its rights and remedies under this Agreement, including the right to recover the Pro Rata Share Charge as it becomes due under this Agreement and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Charter School Premises or Charter School Shared Premises or the appointment of a receiver upon initiative of LAUSD to protect LAUSD's interest under this Agreement shall not constitute a termination of Charter School's right to possession. In addition to its other rights under this Agreement, LAUSD has the remedy described in Civil Code section 1951.4.

(c) In the event of any default by Charter School and if Charter School fails to cure such default within the time period specified in this Agreement after receipt of written notice from LAUSD of such default, LAUSD shall also have the right, with or without terminating this Agreement, to enter the Charter School Premises or Charter School Shared Premises and remove all persons and personal property from the District Premises, such property being removed and stored in a public warehouse or elsewhere at Charter School's sole cost and expense. No removal by LAUSD of any persons or property in the District Premises shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by LAUSD in writing, or decreed by a court of competent jurisdiction. LAUSD's right of entry shall include the right to

remodel the Charter School Premises or Charter School Shared Premises and re-let the Charter School Premises or Charter School Shared Premises. Any payments made by Charter School or third party to whom the facilities are re-let shall be credited to the amounts owed by Charter School under this Agreement. No entry by LAUSD shall prevent LAUSD from later terminating this Agreement by written notice.

(d) If Charter School fails to perform any covenant or condition to be performed by Charter School within a the time period specified in this Agreement after Charter School received written notice of such failure from LAUSD, LAUSD may perform such covenant or condition at its option, after notice to Charter School. In the event of an Emergency, LAUSD has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by LAUSD in so performing shall be reimbursed to LAUSD by Charter School in accordance with section 5.2 hereof. Any performance by LAUSD of Charter School's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by LAUSD in collecting payments due, or enforcing the obligations of Charter School under this Agreement shall be paid by Charter School to LAUSD in accordance with section 5.2 hereof.

(e) The rights and remedies of LAUSD set forth herein are not exclusive, and LAUSD may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 17. LAUSD'S DEFAULT; CHARTER SCHOOL'S REMEDIES

17.1 LAUSD's Default. LAUSD shall be considered in default of this Agreement for failure by LAUSD to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case LAUSD shall perform its obligations immediately). Charter School shall provide LAUSD with written notice of default and LAUSD shall have ten (10) business days to provide a response to Charter School either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to Charter School within which LAUSD will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by Charter School without prior written agreement by Charter School.

17.2 Charter School's Remedies. If LAUSD fails to perform any covenant or condition to be performed by LAUSD within the time period specified in section 17.1 after LAUSD received written notice of such failure from Charter School, Charter School shall have the right to withhold payment as its remedy for LAUSD non-performance, as specified in Article 4 or Article 5 of this Agreement. In the event of an Emergency, Charter School has the right to perform such activity to mitigate the impact of the Emergency. All out-of-pocket, reasonable costs and expenses actually incurred by Charter School as a result of LAUSD's failure to perform under this Agreement, in collecting payments due, or enforcing the obligations LAUSD under this Agreement shall be paid by LAUSD to Charter School within thirty (30) days of written demand therefor.

The rights and remedies of Charter School set forth herein are not exclusive, and Charter School may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

ARTICLE 18. ASSIGNMENT AND SUBLETTING

18.1 No Assignment or Subletting. Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or lease or sublet all or any part of the District Premises without LAUSD's prior written consent. LAUSD and Charter School acknowledge and agree that this Agreement is being entered into so that Charter School may operate a charter school. Charter School acknowledges and agrees that it has no right to assign or sublease this Agreement. Any purported transfer shall be void. No consent to transfer shall constitute a waiver of the provisions of this Article 18.

ARTICLE 19. HAZARDOUS MATERIALS

19.1 Compliance with Laws. Charter School shall comply with all applicable Environmental Laws relating to industrial hygiene and environmental conditions on, under or about the Charter School Premises and Charter School Shared Use Premises, including but not limited to, air, soil and ground water conditions. Charter School shall not use Hazardous Materials on, under or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws; provided, however, that Charter School may use normal and customary cleaning solutions and office supplies so long as the use of such solutions and supplies are in quantities and in a manner wholly consistent with all applicable Environmental Laws; and further provided that Charter School may use normal and customary chemicals for classroom use so long as the use of such chemicals are in quantities and in a manner wholly consistent with all applicable school standards and approved by LAUSD'S Office of Environmental Health and Safety (OEHS). Without limiting the generality of the foregoing, Charter School shall not transport, use, store, maintain, generate, manufacture, handle, dispose, Release or discharge any Hazardous Material upon or about the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws during the Term of this Agreement. In addition, Charter School shall be cognizant of activities that it conducts on the Charter School Premises and Charter School Shared Use Premises which may be considered to be a "project" under CEQA. Prior to engaging in any activity which may trigger CEQA compliance, Charter School shall notify LAUSD of the need for possible environmental review of such activity.

19.2 Notice. Charter School will promptly notify LAUSD in writing if Charter School has or acquires actual notice or knowledge that any Hazardous Material has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Charter School Premises and Charter School Shared Use Premises in violation of Environmental Laws. Charter School shall promptly provide copies to LAUSD of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the conditions of the Charter School Premises and Charter School Shared Use Premises or compliance with Environmental Laws. Charter School shall promptly supply LAUSD with copies of all written notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. To the extent Charter School has actual knowledge of the same, Charter School shall promptly notify

LAUSD of any liens threatened or attached against the Charter School Premises and Charter School Shared Use Premises pursuant to any Environmental Laws.

19.3 Inspection. LAUSD and LAUSD's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by LAUSD, may (but without the obligation or duty to do so), at any time and from time to time, on not less than two (2) business days' written notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Charter School Premises and Charter School Shared Use Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Article 19, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as LAUSD and Charter School may agree. Charter School will comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR part 763.

19.4 Indemnification. Except to the extent of LAUSD's and LAUSD Parties' negligence or willful misconduct, Charter School shall indemnify, defend (by counsel reasonably approved in writing by LAUSD), protect, save and hold harmless LAUSD and LAUSD Parties from and against any and all Claims arising from any breach of Charter School's covenants under this Article 19.

19.5 LAUSD Disclosures. To the best knowledge of LAUSD and unless identified in Exhibit C attached hereto and incorporated herein or otherwise disclosed to Charter School, the District Premises has not been used to treat, store, process, or dispose of Hazardous Materials, except for normal and customary cleaning solutions and office supplies in quantities and in a manner wholly consistent with all applicable Environmental Laws and normal and customary chemicals used in the course of LAUSD's programs, and to the best knowledge of LAUSD there are no releases nor have there ever been any releases of such Hazardous Materials at, on, about or under the District Premises which would give rise to a cleanup or remediation obligation under any applicable federal, state or local Environmental Laws or under common law. LAUSD discloses that it presumes many of the LAUSD school campuses have asbestos, including insulation or flooring, lead, and possibly other Hazardous Materials that were acceptable for use from the time of the construction of the District Premises to the present or undiscovered to date. Charter School should use the District Premises with such presumption in mind.

LAUSD hereby indemnifies, defends (by counsel reasonably approved in writing by Charter School), protects, saves and holds harmless Charter School from and against any and all loss, liability, damage, cost, expense or claim arising from (a) any breach of LAUSD's representations and warranties contained in this Agreement; or (b) any and all environmental conditions caused by LAUSD or its contractors, agents, employees, invitees, or representatives, or any third parties.

ARTICLE 20. NOTICE

20.1 Notice. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d)

facsimile (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery), addressed as provided in Section 22.24, except as otherwise provided above. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above, or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier. LAUSD and Charter School hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or Charter School's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article 20.

ARTICLE 21. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

21.1 Obligations of Charter School. This Agreement and the rights granted to Charter School by this Agreement are and shall be subject and subordinate at all times to all deeds of trust or mortgages now or later affecting or encumbering all or any part of the District Premises and/or any ground or underlying leasehold estate; provided, however, any such subordination shall be subject to the execution of a non-disturbance agreement reasonably acceptable to Charter School by LAUSD under the deed of trust or mortgage; and provided, further, however, that if LAUSD elects at any time to have Charter School's interest in this Agreement be or become superior, senior or prior to any such instrument, then upon receipt by Charter School of written notice of such election, Charter School shall immediately execute all necessary and reasonable subordination instruments or other reasonable documents confirming the subordination of such mortgage or deed of trust to this Agreement.

21.2 LAUSD's Right to Assign. LAUSD's interest in this Agreement may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Agreement shall empower Charter School to do any act without LAUSD's prior consent which can, shall or may encumber the title of the owner of all or any part of the District Premises.

21.3 Attornment by Charter School. In the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall attorn to and recognize the beneficiary or purchaser at the foreclosure sale, as Charter School's landlord under this Agreement, and Charter School agrees to execute and deliver at any time upon request of such beneficiary, purchaser, or their successors, any instrument to further evidence such attornment. Charter School hereby waives its right, if any, to elect to terminate this Agreement or to surrender possession of the District Premises in the event of any such mortgage or deed of trust foreclosure.

21.4 Non-Disturbance. Notwithstanding any of the provisions of this Article to the contrary, in the event of the cancellation or termination of any or all other agreements affecting all or any part of the District Premises in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or in the event of any foreclosure of any or all mortgages or deeds of trust encumbering the District Premises by

trustee's sale, voluntary agreement, deed in lieu of foreclosure, or by the commencement of any judicial action seeking foreclosure, Charter School shall be allowed to occupy the District Premises and this Agreement shall remain in effect, subject to the terms of this Agreement.

ARTICLE 22. MISCELLANEOUS

22.1 Dispute Resolution. Notwithstanding anything in this Agreement to the contrary, disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an employee(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

22.2 Merger. The voluntary or other surrender of this Agreement by Charter School, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of

LAUSD, terminate all or any existing subleases or subtenancies, or may, at the option of LAUSD, operate as an assignment to it of Charter School's interest in any or all such subleases or subtenancies.

22.3 Relationship. The relationship between LAUSD and Charter School is not and shall not be deemed or construed either as a partnership or as a joint venture.

22.4 Quiet Enjoyment. Provided Charter School has performed all of the terms, covenants, agreements and conditions of this Agreement, including the payment of all other sums due hereunder, Charter School shall peaceably and quietly hold and enjoy the District Premises for the Term hereof, but subject to the provisions and conditions of this Agreement, against LAUSD and all persons claiming by, through or under LAUSD. Charter School's right to use the District Premises as herein provided shall be subject to restrictions or other limitations or prohibitions resulting from any Applicable Law now in force or which may hereafter be in force.

22.5 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22.6 Captions. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Agreement of the intent of any provision hereof.

22.7 Amendment. No amendment or modification to this Agreement shall be effective for any purpose unless in writing signed by LAUSD and Charter School indicating an intent to modify this Agreement.

22.8 Choice of Law. This Agreement shall be governed by the laws of the State of California.

22.9 Interpretation. This Agreement shall be deemed to be jointly prepared by both Parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the Parties.

22.10 Attorneys' Fees. In the event either party should commence an action against the other to enforce any obligation set forth herein, the unsuccessful party shall pay to the prevailing party its costs of litigation or arbitration, including reasonable attorneys' fees, whether or not the suit is brought to judgment or conclusion in arbitration.

22.11 Counterparts and Electronic Execution. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart may be delivered by facsimile or electronic mail (in electronic format such as .pdf or .tif or other accepted format) and shall be

effective as delivery of a manually executed and personally delivered counterpart to create a validly executed instrument.

22.12 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

22.13 Successors and Assigns. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto; provided, however, that the terms of this Agreement shall be binding, without exception or limitation, against any school district(s) or similar governmental agency that may be created as a subset of or successor to LAUSD as owner of the District Premises or as chartering agency with respect to the Charter Petition, as it may be extended or amended from time to time.

22.14 Time Is of the Essence. Time is of the essence with respect to the performance or observance of each of the obligations, covenants and agreements under this Agreement.

22.15 Gender. As used herein, the neuter gender includes the feminine and the masculine, the masculine includes the feminine and the neuter, and the feminine includes the masculine and the neuter; and each includes corporation, partnership or other legal entity when the context so requires.

22.16 Waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by Charter School in strict accordance with said terms. Nothing in this Agreement shall be deemed a waiver of the Charter School's right to challenge the District's compliance or lack thereof with its obligations under Proposition 39 or the Implementing Regulations.

22.17 Cumulative Remedies. No remedy herein shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

22.18 Force Majeure. Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its right under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, nonavailability of materials, war or national defense

preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

22.19 Incorporation. The terms and conditions of all Exhibits hereto are incorporated herein by this reference.

22.20 Sale. LAUSD shall have the right at any time and from time to time during the Term hereof to sell, encumber or assign all or any portion of its fee interest, if any, in the property; subject, however, to the leasehold estate of Charter School created by this Agreement.

22.21 Reasonableness. Unless this Agreement provides for a contrary standard, whenever in this Agreement the consent or approval of LAUSD or Charter School is required, such consent or approval shall not be unreasonably withheld or delayed; and unless a contrary standard or right is set forth in this Agreement, whenever LAUSD or Charter School is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, LAUSD or Charter School shall act reasonably and in good faith and take no action which may result in the frustration of the reasonable expectations of a sophisticated Charter School and a sophisticated landlord concerning the benefits to be enjoyed under this Agreement.

22.22 Authorization to Sign Agreement. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School's Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity's partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

22.23 Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Charter School shall be deemed to be both covenants and conditions.

22.24 Addresses for Notices. All notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses, and invoices to be given under this Agreement will, unless otherwise indicated herein, be in writing, and will be effective upon receipt and addressed to the address for each respective party as set forth in the Fundamental Provisions.

Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

PROPERTY OWNER:

LOS ANGELES UNIFIED SCHOOL DISTRICT

Date: _____

By: _____

Name: Albert J. Grazioli, Jr.

Title: Facilities Director of Asset Development

CHARTER SCHOOL:

YPI CHARTER SCHOOLS, INC

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Bert Corona Charter High

EXHIBIT A SHARED USE AGREEMENT

CONTACT INFORMATION

Charter School: Bert Corona Charter High

On-site Principal or Lead Administrator

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

LAUSD School: Maclay MS

On-site Principal or Lead Administrator

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

1. On-site Assistant Principal or Administrator Next In Charge

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

2. On-site Contact for Health Emergencies

Name: _____ E-mail: _____
Office Phone: _____ Cell Phone: _____

CALENDAR

CHARTER SCHOOL - PLEASE ATTACH A COPY OF YOUR CALENDAR FOR THE ENTIRE SCHOOL YEAR 2021-22

First Day of Instruction: _____

Last Day of Instruction: _____

LAUSD

First Day of Instruction: _____

Last Day of Instruction: _____

Bert Corona Charter High

**EXHIBIT A
SHARED USE AGREEMENT**

SCHOOL HOURS

Charter School

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: *(Please see Disclosures, attached as Exhibit C to the Agreement. Further action is required and additional fees may apply.)*

LAUSD School

Before-school program hours: _____

Start of School: _____

End of School: _____

After-school program hours: _____

HOLIDAY/BREAK SCHEDULE – Please see attached 2021-22 calendars

Charter School: _____

LAUSD: _____

ACCESS

Charter School will instruct its employees and students to utilize the following gate for entry to and exit from the campus:

Charter School will instruct its visitors to utilize:

- () The gate identified above for entry to and exit from the campus and Charter School will be responsible for monitoring the gate to control access.
- () The front gate to the campus used by the District school and Charter School will comply with LAUSD's visitor policy. Charter School shall have a charter employee escort the visitor to and from the Charter School area.

Charter School may elect to utilize the parking lot, up to Charter School's Maximum Allocation percentage identified in Exhibit B to the Agreement. Charter School's usage is subject to Exhibit C (Disclosures) to the agreement. Specific arrangements, such as locations of parking areas and spaces, should be mutually agreed upon following discussions between the Charter School and LAUSD School administrators and/or Local District Representatives.

EXHIBIT A SHARED USE AGREEMENT

SHARED SPACE

Restrooms: All restrooms (inclusive of Boys/ Girls and Faculty Restrooms) will be shared as needed.

Charter School's use of shared space is agreed-upon as follows:

Indoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Assembly (MPR/ Auditorium)	113 min.	8:00 A.M. - 9:53 A.M.
Boys/ Girls Locker Room	113 min.	8:00 A.M. - 9:53 A.M.
Computer Lab (2)	113 min.	8:00 A.M. - 9:53 A.M.
Faculty Lounge/ Dining Room	113 min.	8:00 A.M. - 9:53 A.M.
Gymnasium	113 min.	8:00 A.M. - 9:53 A.M.
Library	113 min.	8:00 A.M. - 9:53 A.M.
Other Shared Use Spaces (If Any)	TBD (See Note 4)	
Parent Center	113 min.	8:00 A.M. - 9:53 A.M.

Outdoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Garden/ Agriculture	113 min.	8:00 A.M. - 9:53 A.M.
Handball Walls	113 min.	8:00 A.M. - 9:53 A.M.
Outdoor Basketball	113 min.	8:00 A.M. - 9:53 A.M.

Bert Corona Charter High

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Outdoor Dining	113 min.	8:00 A.M. - 9:53 A.M.
Quad	113 min.	8:00 A.M. - 9:53 A.M.
Soccer Field	113 min.	8:00 A.M. - 9:53 A.M.

Notes:

1) **Proposition 39 regulations require shared space to be shared proportionately with the Charter School. The percentage for Charter School use is calculated based on the ratio of total Charter School exclusive use teaching stations vs. total LAUSD school exclusive use teaching stations. The particular shared use spaces available and Charter School's maximum use rights are listed above. Charter School's resulting pro rata share obligation may be subject to modification following negotiations and confirmation of shared use space allocations and schedules between the Charter School and District School administrators.**

2) **The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between the Charter School and District School administrators.**

3) **If applicable, this type of area is provided to District students in some, but not all, of the grade levels served by Charter School. As such, the "Max. Daily Allocation to Charter School" for this area accounts only for the portion of Charter School's in-district students who would be provided with this type of area if they attended District schools.**

4) **To the extent that shared use spaces not identified above exist at the offered school site and have not been eliminated to provide exclusive use teaching station space to Charter School, Charter School is entitled to shared use of these spaces up to Charter School's Maximum Allocation identified herein.**

Bert Corona Charter High

**EXHIBIT A
SHARED USE AGREEMENT**

Calendars for the Shared Use Areas shall be available to both schools and located at:

Charter School Principal and/or his/her designee shall meet with the District Principal and/or his/her designee every _____ at _____ in order to discuss upcoming events and/or any other issues that may arise.

Authorized Charter School Representative

Date

LAUSD Principal

Date

Bert Corona Charter High

**Los Angeles Unified School District
Single-Track Instructional School Calendar 2021-2022**

**TBD
(as of April 1, 2021)**

2021-22 YPICS School Year Calendar																																								
Mon	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Days	Sem	SemDays	Wks	Short	Reg	Min	Total	
July	v	v		h	h	v	v	v	v			v	v	v	v	v			v	v	v	v			v	v	v	v	v			0	1	84	18					
August		t	t	t	t	t			t	l	l	l	l			l	l	l	l	l			l	l	l	l	l			l	l	16								
September	l	l	l		h	l	l	l	l	l			l	l	l	l	l			l	l	l	l			l	l	l	l	l	21									
October	l			l	l	l	l	l			l	l	l	l	P			l	l	l	l	l			l	l	l	t	t		18									
November	l	l	l	l	l			l	l	l	h	l			l	l	l	l	l			v	v	v	h	h		l	l	16										
December	l	l	l			l	l	l	l	l			l	l	l	l	l			v	v	v	v	h	h		v	v	v	v	h	13								
January		h	h	v	v	v	v			l	l	l	l	l			h	l	l	l	l			l	l	l	l	l		14										
February	l	l	l	l			l	l	l	l	l			l	l	l	l	l			h	l	l	t	t			l		17										
March	l	l	l	l			l	l	l	l	l			l	l	l	l	P			l	l	l	l	l			l	l	l	22									
April	l			h	l	l	l	l			v	v	v	v	v		h	h	l	l	l	l			l	l	l	l	l		14									
May		l	l	l	l	l			l	l	l	l	l			l	l	l	l	l			l	l	l	l	l		h	l	21									
June	l	l	l			l	l	l	l	l	C		t	t	t	v	v			v	v	v	v	v			v	v	v	v	8									
																															180			180		0	0	0	0	

Calendar Key															
1	Instructional Day	l	CPT day	l	Minimum Day	v	vacation	h	National Holiday	t	All Staff Training	P	Parent Conferences	C	MS Culmination

Important Dates	
1st Day of School	8-10-21
Labor Day	9-6-21
Veteran's Day	11-11-21
Thanksgiving Break	11-22/11-26-21
Winter Break	12-20-21 to 1-7-22
M.L. King Jr. Day	1-17-22
President's Day	2-21-22
Easter	4-17-22
Spring Break	4-11/4/18-22
Memorial Day	5-30-22
Last Day of School	6-10-22

Professional Development Dates			
New Teacher		All Staff	
New Teacher		All Staff	
New Teacher		All Staff	
All Staff		All Staff	
All Staff		All Staff	
All Staff		Site	
All Staff		Site	
All Staff		Site	
All Staff			
All Staff			

Grading Periods	
F05	
F09	
F15	
F18	
S05	
S09	
S15	
S18*	
S21	

* for 8th grade Culmination

EXHIBIT B LAUSD Facilities Cost Worksheet for 2021-2022 School Year

NOTES*	DESCRIPTION	TOTAL COSTS	COST PER SQUARE FOOT	TOTAL COST PER CATEGORY
(1) (2)	Debt Service - interest and principal on COPS	\$24,375,426.00	\$0.33	\$0.33
	Maintenance & Operations			\$7.06
(1) (2)	Air Filter Tech and Building Engineering	\$4,617,696.00	\$0.06	
(1) (2)	Pest Management	\$2,646,811.49	\$0.04	
(1) (2)	Custodial (Buildings)	\$158,859,943.51	\$2.14	
(1) (2)	Rubbish Removal	\$10,002,991.17	\$0.13	
(1) (2)	Routine Repairs General Maintenance (RRGM)	\$220,638,547.43	\$2.97	
(1) (2)	Utilities (Electricity, Water, Gas)	\$127,692,419.58	\$1.72	
	Safe and Comfortable			\$2.57
(1) (2)	School Police Services	\$77,573,924.08	\$1.04	
(1) (2)	Office of Environmental Health & Safety (OEHS)	\$5,807,131.30	\$0.08	
(1) (2)	Information Technology Division	\$107,992,180.00	\$1.45	
(3)	Deferred Maintenance	\$0.00	\$0.00	\$0.00
(1) (2) (4)	Insurance	\$16,170,258.00	\$0.22	\$0.22
	Grounds Costs			\$0.16
(1) (5)	Gardening Services	\$12,627,702.71	\$0.05	
(1) (5)	Landscaping/Tree Trimming	\$3,329,035.60	\$0.01	
(1) (5)	Custodial (Grounds)	\$22,694,277.64	\$0.10	
			GRAND TOTAL	\$10.34
LEGEND	Total K-12 building square footage and direct support space		74,372,006	
	Footprint for total District buildings		49,504,706	
	Total District grounds square footage		280,853,971	
	Net grounds square footage		231,349,265	

***NOTES:**

- (1) Calculation of facilities costs based upon actual 2019-20 school year expenses.
- (2) Total K-12 building square footage and direct support space
- (3) Deferred Maintenance was paid for by bond funds during 2019-20 school year
- (4) Includes District's premiums for excess liability, property coverage, boiler & machinery, and property floater
- (5) Net grounds square footage = Total District grounds square footage less Footprint for total District buildings

EXHIBIT B
2021-22 SY Facilities Costs
Pro Rata Share Calculations

LAUSD Campus: Maclay MS	Charter School: Bert Corona Charter High
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M =	Total Number of Charter Teaching Stations	7
N =	Total Number of LAUSD Teaching Stations	19
O =	Total Number of Charter Special Education Space(s)	3
P =	Total Number of Charter Administrative Space(s)	1

% of Shared Use Space =
$$\frac{\text{Total \# of Charter Teaching Stations (M)}}{\text{Total \# of All Teaching Stations (M + N)}}$$

% = 27

EXCLUSIVE SPACE: Charter School will occupy the following areas exclusively:

Charter Classroom(s): 45, 46, 47, CS10, CS11, CS12, CS13, 37A (Sp Ed), 38A (Sp Ed), CS9 (Sp Ed), CS14/ CS14A/ CS14B/ CS14C/ CS14D (Office)

Exclusive Space Square Footage

10,330.60	Total Charter School Exclusive Use Square Footage of Teaching Stations (M), Special Education Space(s) (O) and Administrative Space(s) (P) = A
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Pro Rata Share Calculations*

A =	10,330.60	A = Charter School Exclusive Use Square Footage of Teaching Stations, Special Education Space(s) and Administrative Space(s)
B =	8,698.63	B = Total Charter School Shared Use Space Square Footage Obligation (See Shared Use Space Calculation Worksheet)
C =	\$10.34	C = 2021-22 Facilities Costs per Square Foot
X = A * C	\$106,818.40	X = Charter School Exclusive Use Pro Rata Share Amount
Y = B * C	\$89,943.83	Y = Charter School Shared Use Pro Rata Share Amount
Z = X + Y	\$196,762.23	Z = TOTAL PRO RATA SHARE CHARGE DUE ANNUALLY FROM CHARTER SCHOOL
		MONTHLY PRO RATA SHARE CHARGE DUE ON THE 1ST OF EACH MONTH FROM CHARTER SCHOOL = \$16,396.85

Bert Corona Charter High

EXHIBIT B
2021-22 SY Facilities Costs
Pro Rata Share Calculations

SHARED USE SPACE CALCULATION

<u>Area, per Exhibit A (Shared Use Agreement)</u>	<u>Area Square Footage</u>	<u>Charter %*</u>	<u>Charter School Pro Rata Shared Space Square Footage</u>
Assembly (MPR/ Auditorium)	8,155.87	27%	2202.08
Boys/ Girls Locker Room	4,753.26	27%	1283.38
Computer Lab (2)	2,122.56	27%	573.09
Faculty Lounge/ Dining Room	906.71	27%	244.81
Gymnasium	6,937.88	27%	1873.23
Library	2,852.94	27%	770.29
Parent Center	622.57	27%	168.09
Restrooms (Inclusive)	5,865.42	27%	1583.66
Total Charter School Shared Use Space Square Footage Obligation			8,698.63

* "Charter %" is calculated by using the total weekly hours of Charter School use of each individual Area (per Exhibit A) divided by a total of 35 hours per week. Charter % is "% of Shared Use Space" which is the maximum shared use time allocation entitlement for the Charter School (on a weekly basis), as provided by law, unless otherwise agreed to by the Parties in Exhibit A ("Shared Use Agreement").

**The exact number of science labs, if any, and Charter School's resulting pro rata share obligation, may be subject to modification based on the actual number of science labs confirmed to exist at the school site and/or following negotiations and confirmation of shared use space allocations and schedules between the Charter School and District School administrators.

Bert Corona Charter High

EXHIBIT B
2021-22 SY Facilities Costs
Payment

Pursuant to Article 4.4 of the Use Agreement, the Pro Rata Share Charge is due from Charter School to the District on a monthly basis in amounts equal to one-twelfth of the total Pro Rata Share Charge by the 1st day of each month. Charter School's total Pro Rata Share Charge ("Z") and monthly Pro Rata Share Charge payment are identified herein. Charter School's first monthly Pro Rata Share Charge payment is due to the District on or before **July 1, 2021.**

Note: The District will accept full payment of the total Pro Rata Share Charge on or before July 1, 2021.

Checks should be mailed to the following address:

LOS ANGELES UNIFIED SCHOOL DISTRICT
LEASING OFFICE
Attn: PROP 39 PAYMENT PROCESSING
333 S. Beaudry Ave., 1st Floor
Los Angeles, CA 90017



LOS ANGELES UNIFIED SCHOOL DISTRICT
Facilities Services Division

Sent Via Email

Yvette King-Berg
Bert Corona Charter High
12513 Gain Street
Pacoima, CA 91331

RE: Pro Rata Share Charges and Payment Options

Dear Charter School Operator,

This letter provides important information and offers payment options regarding Proposition 39 Pro Rata Share Charges should Bert Corona Charter High (“Charter School”) accept facilities pursuant to Proposition 39 for the 2021-22 school year.

Pursuant to Proposition 39 and the Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”), Charter School is obligated to pay a Pro Rata Share Charge to the Los Angeles Unified School District (“District”). Subject to adjustments (if any) made to Charter School’s usage of shared use spaces as memorialized in Exhibit A to the Use Agreement (i.e., the “Shared Use Agreement”), Charter School’s projected total Pro Rata Share Charge for the applicable school year is \$196,762.23.

As stated in Article 4.4 and Exhibit B to the Use Agreement, the Pro Rata Share Charge is due to the District on a monthly basis in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month. Charter School’s first monthly Pro Rata Share Charge payment is due to the District on or before July 1, 2021. (Charter School is also permitted to make full payment of the total Pro Rata Share Charge on or before July 1, 2021.)

PAYMENT OPTIONS

The District is offering Charter School the following four payment options:

- (1) Deliver a check to the District in an amount equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month.

If Charter School elects any of the following options, its authorized representative must sign and return the attached election form to the District by May 3, 2021.

- (2) Deliver a single check to the District in an amount equal to the total Pro Rata Share Charge for the 2021-22 school year on or before July 1, 2021.

- (3) Authorize a one-time automatic deduction from Charter School's revenue source allocation in an amount equal to the total Pro Rata Share Charge for the 2021-22 school year.
- (4) Authorize monthly automatic deductions from Charter School's revenue source allocation in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge.

For options (1) and (2), Charter School should make checks payable to "Los Angeles Unified School District" and in the memo/note section please write:

"Bert Corona Charter High, Prop. 39 Pro Rata Share, [Month(s)] 2021-22"

Please deliver all checks to:

Los Angeles Unified School District
Attn: Prop. 39 Payment Processing
333 S. Beaudry Avenue, 1st Floor
Los Angeles, CA 90017

REMINDER: Pursuant to Article 4.4 of the Use Agreement, if Charter School fails to either make timely payment of the Pro Rata Share Charge or deposit disputed payments into escrow and provide timely notice to the District, the District shall provide Charter School with a notice of non-payment and Charter School shall have ten (10) business days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment, Charter School authorizes the District, and the District shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's revenue account.

Should you have any questions regarding this letter, please contact Daniel Hwang in the Prop. 39 Payment Office at (213) 241-6136.

Sincerely,



Al Grazioli
Asset Development Director

Encl.

c: Jose Cole-Gutierrez
Dr. Robert Perry
Sean Jernigan
Jeanette Borden
Daniel Hwang

**ELECTION FOR PAYMENT OF PROP. 39 PRO RATA SHARE CHARGE
2021-22 School Year**

**Yvette King-Berg
Bert Corona Charter High
12513 Gain Street
Pacoima, CA 91331**

In lieu of delivering a check to the Los Angeles Unified School District (“District”) in an amount equal to one-twelfth (1/12) of the total Pro Rata Share Charge by the 1st day of each month (per Article 4.4 of Single-Year Co-Location Charter School Facilities Use Agreement (“Use Agreement”)), Bert Corona Charter High (“Charter School”) elects the following option for payment of its Pro Rata Share Charge for the 2021-22 school year:

Check One:

- [] Charter School will deliver a single check to the District in an amount equal to the total Pro Rata Share Charge for the 2021-22 school year on or before July 1, 2021.
- [] Charter School authorizes a one-time automatic deduction from Charter School’s revenue source allocation, including in lieu of property taxes, in an amount equal to the total Pro Rata Share Charge for the 2021-22 school year, as identified in the Use Agreement and as may be amended by the parties.
- [] Charter School authorizes monthly automatic deductions from Charter School’s revenue source allocation, including in lieu of property taxes, in amounts equal to one-twelfth (1/12) of the total Pro Rata Share Charge, as identified in the Use Agreement and as may be amended by the parties.

By signing below, I represent that I have the authority to make the foregoing election on behalf of Charter School.

Name

Title

Signature

Date

EXHIBIT C LAUSD DISCLOSURES

1. Beyond the Bell. LAUSD discloses that the District Premises are used by Beyond the Bell to provide enrichment programs and these enrichment programs may occur in those portions of the District Premises that are not designated for the exclusive use of LAUSD and Charter School. These Beyond the Bell enrichment programs will have priority use of those portions of the District Premises that are not designated for the exclusive use of either party.

Current programs, if any, are attached hereto as Attachment C-1.

2. Civic Center Permits. LAUSD discloses that in accordance with the Civic Center Act, Ed. Code section 38130 et seq. and its Board Rule, the District Premises are used by the community and general public through civic center permits. If Charter School wants to use the District Premises (excluding those portions designated for the exclusive use of either party) after school hours, Charter School shall notify the Leasing Office of its proposed use and the Leasing Office will determine if the Charter School's proposed use will conflict with any issued civic center permits. If there will be a conflict with any issued civic center permits, the Leasing Office will determine if the civic center permit can be cancelled to accommodate the Charter School's use. The Leasing Office shall not be required to cancel a civic center permit if the civic center permit holder would receive less than ten (10) business days written notice of cancellation. Prior to issuing a new civic center permit, the Leasing Office shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The civic center permits currently issued, if any, are attached hereto as Attachment C-2.

3. Lease; License. LAUSD discloses that the District Premises have been used in the past and continue to be used by third-parties through the issuance of leases or licenses. Any use of the District Premises shall be subject to the leases and licenses existing as of the Effective Date of this Agreement and/or those leases and/or licenses that LAUSD may issue in the future; provided, that prior to issuing a new lease or license, LAUSD shall notify Charter School of the requested use and Charter School shall have the opportunity to notify LAUSD of any scheduled use that may conflict with the request.

The leases, licenses or joint use agreements currently issued, if any, are attached hereto as Attachment C-3.

4. Lockdowns. LAUSD discloses that a number of events may occur on the District Premises or in the neighborhood surrounding the District Premises that may require the District Premises to go into "lockdown" status, which means all students are secured in buildings until emergency personnel have authorized the release of the students and movement on the District Premises. It is recommended that Charter School maintain those supplies it deems appropriate for a lockdown. LAUSD shall not be liable to Charter School or its students for any costs, expenses or damages arising from any lockdown of the District Premises.

5. Emergency Supplies. It is recommended that Charter School, at its sole cost and expense, maintain water, food, toilet paper, and other supplies that it deems appropriate for its students in the event an emergency occurs. LAUSD shall not provide Charter School with any emergency supplies and Charter School agrees that LAUSD shall not be liable for any costs, expenses, damages or claims arising from emergency supplies or the lack thereof.

6. Emergency Shelter or Location. LAUSD discloses that each of its schools may be used as an emergency shelter, meeting place, command center, etc. in the event of an emergency declared by any Federal, State, county or city agency with such powers (“emergency location”). This means that notwithstanding any provision of this Agreement, if an emergency has been declared and the District Premises deemed needed, Charter School may be denied access to and use of the District Premises in order for the District Premises to be used for such things as, but not limited to, a command center of operations, shelter to displaced people, storage of equipment, supplies, and goods, or temporary morgue. LAUSD shall not be liable to Charter School or its students for any costs, expenses or damages arising from Charter School’s inability to access and/or use the District Premises in the event of an emergency or damage, destruction or theft of Charter School’s property at the District Premises. Charter School may pursue against the agency occupying the District Premises as an emergency location any remedies for any damage, destruction or theft of Charter School’s property at the District Premises arising from the use of the District Premises as an emergency location.

7. Hazardous Materials. All available data and reference sources utilizing geographic information and related mapping software application programs were utilized to identify known hazardous material/environmental conditions on or beneath the identified school site. Based upon staff’s review, no known conditions were identified. In addition, a review of the Los Angeles Unified School District, Office of Environmental Health and Safety database entitled Industrial Facilities Near LAUSD Schools did not identify any business or facility whose normal operation would present a risk of explosion, or may potentially expose school occupants to hazardous air emissions.

8. Joint Use/Occupancy/Power Agreements. LAUSD discloses that in accordance with applicable law and its Board Rules, the District Premises have been used in the past, are presently used, and/or may be used in the future, by non-LAUSD parties through joint use and other agreements. Any use of the District Premises shall be subject to these agreements that exist as of the Effective Date of this Agreement and/or may exist in the future. These agreements will have priority use of those portions of the District Premises that are not designated for the exclusive use of either party.

Agreements currently issued, if any, are described and/or attached hereto as Attachment C-4.

9. Average Daily Attendance Disclosures. The facilities allocated by the District to Charter School pursuant to this Agreement are based on the in-district classroom Average Daily Attendance assumptions identified by the District. If Charter School’s actual in-district classroom Average Daily Attendance at the School Site exceeds those in-district classroom Average Daily Attendance assumptions, the District discloses that it may assess a fee to Charter School for facilities-related services due to resulting increased impacts and costs incurred by the District for

the School Site. The fee will be treated as “Fee-For-Services Charges” and be payable by Charter School to the District pursuant to the provisions in Article 5.1 of this Agreement. The fee will be determined based on the District’s out-of-pocket costs for additional facilities related services, including, but not limited to, supplies, air filter tech and building engineering, pest management, building custodial (staff and/or services provided, including supervision and other administrative costs), rubbish removal, routine repairs and general maintenance, utilities, school police services, Office of Environmental Health & Safety, insurance, and ground costs (including gardening services, landscaping/tree trimming, and custodial). For purposes of determining whether a fee is applicable under this disclosure, Charter School’s actual in-district classroom Average Daily Attendance will be determined using the report submitted pursuant to section 11969.9(l) in conjunction with the first principal apportionment under Education Code section 41601. Nothing in this disclosure shall be interpreted to constitute a waiver by the District for any violations of Charter School’s charter related to its actual enrollment.

10. Other Disclosures. The District discloses that it has received State of California facilities funding and may receive additional state funds to modernize the School Site, and/or other sources of grant funding, and the District is obligated to maintain the School Site in good repair and to meet the standards of California Code of Regulations, Title 5, et seq. and Education Code section 17251 (c) and (d). Accordingly, the State of California and/or others have the right to access all of the facilities of the School Site, including the Charter School Premises and Charter School Shared Premises, to audit and inspect the School Site for grant compliance.

11. Shared Use of Storage, Nursing Station and Parking Lot. Charter School may share usage of storage, nursing station, and parking lot with the District School, each up to Charter School’s Maximum Allocation percentage identified in Exhibit B (Facilities Costs). Charter School’s shared usage of these facilities is subject to Exhibit C (Disclosures). Based on the shared use square footage / percentage of storage and nursing station by Charter School, the Pro Rata Share Charge (Exhibit B) will be increased to reflect this adjustment.

12. Data Connectivity / Internet Service: The District Premises are wired for telephone and computer data connectivity. Based on a variety of factors, including, but not limited to, site-specific network and data connectivity configurations at each District school site, Charter School’s current occupancy and usage of the District Premises, and Charter School’s forthcoming March 1 written response to the District’s preliminary proposal pursuant to 5 CCR section 11969.9(g), the District discloses that conditions pertaining to Charter School’s use of the District Premises include finalizing details prior to the commencement of the Term of this Agreement related to data connectivity and internet service made available to Charter School, Charter School’s responsibility for payment of costs for data and services provided, terms and conditions of use, work related to physical/logical network separation between Charter School and District-operated programs, and potential separate agreements between Charter School, the District and/or third-party internet service providers.

13. Science Lab(s). The District places the following conditions on Charter School’s shared use of science laboratory classroom spaces:

- Charter School may only use science laboratory classroom space based on time that accounts for a full educational period based on the District school's schedule at the proposed site.
- Should Charter School's shared use of the science laboratory classroom space require the District to dislocate District students who would otherwise attend class in that science laboratory classroom space for a particular educational period, and no other teaching stations are available at the proposed site to accommodate the displaced District students for that educational period, the District school will serve its own students in Charter School's exclusive use teaching station space during that educational period. In such circumstances, Charter School's exclusive use teaching space allocation will not be reduced, but Charter School may not take any measures to prevent the District school from serving its own students in such space. Such measures include, but are not limited to, setting an alarm system and/or placing locks on the door of the exclusive use teaching station.
- Due to security concerns, Charter School may only use the shared science laboratory classroom space during such days and times that the District school on the proposed site is open, operational and providing instruction to District K-12 students.
- Please be advised that, while science laboratory classroom spaces provided for shared use by Charter School will be contiguous within the meaning of California Code of Regulations, title 5, section 11969.2, subdivision (b), they might not be located in the same cluster of exclusive use teaching stations provided to Charter School at the proposed site.
- The District's Office of Environmental Health and Safety ("OEHS") has developed and implemented a Chemical Hygiene Plan ("CHP") to minimize employee and student exposure to hazardous chemicals in schools with science laboratories. A qualified Chemical Safety Coordinator ("CSC") is appointed at each location with a chemical laboratory to implement the CHP. In order to use the science laboratory classrooms, Charter School must comply with the CHP, including but not limited to, designating and maintaining a trained member of its professional staff as its CSC and who will be responsible for participating in chemical safety training, participating in hazard communication training, and reviewing the Science Safety Handbook for California Public Schools. Duties of Charter School's CSC will include training Charter School's employees on chemical safety, ensuring that safe laboratory procedures are adhered to, maintaining reference materials including Material Safety Data Sheets, inspecting and maintaining safe chemical storage rooms, completing chemical inventories, providing oversight for packaging and removal of hazardous waste, and collaborating with the District school's CSC on all related issues. Charter School will be bound by all District and OEHS health and safety requirements, including but not limited to "Reference Guide 1563.2 – Chemical Safety Coordinators" (copy available at <http://www.lausd-oehs.org/docs/ReferenceGuides/REF-1563.2.pdf>) when using science laboratory

classrooms. Only chemicals approved by the State of California and OEHS may be used in District school laboratory classrooms. These chemicals are designated as “LAUSD-Approved Laboratory Chemicals.”

- Charter School must confirm that its insurance policies cover Charter School’s use of District science laboratory classroom space.

14. Conference Rooms. Should the District Premises have conference rooms and/or other private meeting spaces and should Charter School desire use of such spaces, Charter School will be provided shared use of these spaces in proportion to Charter School’s maximum shared use entitlement, as identified in the Shared Use Agreement attached as Exhibit A to the Agreement. Charter School’s Pro Rata Share Charge will be adjusted to include Charter School’s proportionate share of conference rooms and/or other private meeting spaces.

15. Shared Use Schedules. Shared use schedules are to be negotiated between the District principal and co-located Charter School principal in good faith. The District discloses that certain changes to the District school’s schedule, including but not limited to changes to the lunch and recess schedule or changes to the length of time for recess and lunch, may require approval of the District school’s Local School Leadership Council prior to the implementation of such change.

16. After-School Program Use. Prior to utilizing the District Premises after Charter School’s instructional day hours (as identified in the Shared Use Agreement) for purposes of conducting a program for Charter School’s students, whether run by Charter School or any third-party (“After-School Program Use”), Charter School shall first notify the District’s Leasing and Asset Utilization Department of its intended After-School Program Use. The District discloses that additional fees may apply for After-School Program Use of the District Premises.

ATTACHMENT C-1

Maclay Middle School

BEFORE AND AFTER SCHOOL PROGRAMS: Youth Services and YS Plus

Through the After School Education and Safety (ASES) and 21st Century Community Learning Center grants (21stCCLC), Beyond the Bell and over 30 partnering community-based organizations continue to implement comprehensive before and after school programs beginning 1.5-2 hours before the school day and/or from school dismissal until 6:00 p.m. daily. Comprehensive after school programs must operate at a 20:1 student/instructor ratio and must include three components per day -- academic, enrichment, and recreation.

Academic Assistance (literacy, math and homework assistance) is offered the first hour of the program on days when Extended Learning Activities are being offered. CAHSEE Prep, homework assistance, tutoring, mentoring programs, reading/math/science/social science activities, and credit reclamation. These grant funded comprehensive school programs continue to serve approximately 69,000 K-8 students and 7,000 high school students daily.

ATTACHMENT C-2

None

ATTACHMENT C-3

None

<i>Location</i>	<i>Facility</i>	<i>Start</i>	<i>End</i>	<i>Times</i>	<i>Organization Name</i>
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ATTACHMENT C-4

None

<i>Location</i>	<i>Facility</i>	<i>Start</i>	<i>End</i>	<i>Times</i>	<i>Organization Name</i>
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FUNDAMENTAL PROVISIONS

SINGLE-YEAR FOOD SERVICES AGREEMENT

CONTRACT # _____

The following fundamental provisions are incorporated into the Food Services Agreement (“Agreement”). The provisions shall have the following meanings throughout the Agreement.

(a) LAUSD or District:	Los Angeles Unified School District, a unified school district existing under the laws of the State of California.				
(b) Operator:	_____ operating that charter school known as _____ (“Charter School”), a California Charter School.				
(c) School Site:	Charter School shall be located on the following District School Site: _____.				
(d) Term:	The Term of this Agreement shall commence on Charter School’s first day of instruction for the 2021-2022 school year, and expire on Charter School’s last day of instruction for the 2021-2022 school year or June 30th, 2022 , whichever is sooner, unless terminated otherwise as outlined in this Agreement.				
(e) Charter School’s Address for Notices:	_____ ATTN: Phone No.: Facsimile No.: Email Address:				
(f) LAUSD’s Address for Notices:	Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: Director of Food Services Phone No.: 213-241-2993 Facsimile No.: 213-241-4881				
(g) Charter School’s per meal charge (LAUSD as School Food Authority):	Grade Level	Breakfast (\$)	Lunch (\$)	Snack (\$)	Supper (\$)
	K - 5	XXX	XXX	XXX	XXX
	6 - 8	XXX	XXX	XXX	XXX
	9 - 12	XXX	XXX	XXX	XXX

SINGLE-YEAR FOOD SERVICES AGREEMENT

BY AND BETWEEN

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a unified school district duly organized and existing under the laws
of the State of California,

AND

_____,
operating that charter school known as
_____,
a California Charter School

DRAFT

SINGLE-YEAR FOOD SERVICES AGREEMENT

This Single-Year Food Services Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California (“LAUSD” or “District”), and _____, operating that charter school known as _____ (“Charter School”) (collectively referred to herein as the “Parties”, and individually referred to herein as a “Party”), with reference to the following:

RECITALS

WHEREAS, LAUSD is the owner of and operates public schools to provide a public education to those students residing within its jurisdictional boundaries;

WHEREAS, Charter School has chosen to utilize the District’s Food Services Division (“FOOD SERVICES”), a food service program duly formed and existing under the laws of the State of California and United States Department of Agriculture (“USDA”), to provide meals to Charter School’s in-district students at the School Site; and

WHEREAS, FOOD SERVICES is listed as the School Food Authority (“SFA”) for Charter School, administering the official National School Lunch Program (“NSLP”), School Breakfast Program, After School Program, and all other associated programs. FOOD SERVICES will prepare and serve meals that meet the NSLP and School Breakfast Program and After School Snack Program meal requirements as established by the USDA to Charter School’s in-district students;

NOW, THEREFORE for good consideration had and received, and the mutual covenants and obligations contained herein, the Parties agree as follows:

ARTICLE 1. FOOD SERVICES RESPONSIBILITIES

FOOD SERVICES shall comply with the responsibilities set forth in EXHIBIT “A,” which is attached hereto and made a part hereof.

ARTICLE 2. CHARTER SCHOOL RESPONSIBILITIES:

Charter School shall comply with the responsibilities set forth in EXHIBIT “B,” which is attached hereto and made a part hereof.

ARTICLE 3. COSTS AND PAYMENTS

3.1 DISTRICT’S PER MEAL CHARGE TO CHARTER SCHOOL STUDENTS. The per meal charge is the balance of actual costs the District incurs for each meal it provides to Charter School’s students at the School Site, less free, reduced, and full-price meal reimbursements for Charter School’s eligible students collected by the District. The actual costs the District incurs for

each meal provided is unique to the circumstances at Charter School and the School Site. Determination of actual meal costs takes various factors into account, including, but not limited to, whether meals are prepared on- or off-site, student enrollment, the total number of meals served, staffing needs, and the number of students who are eligible for free, reduced, and full-price meals. The per-meal amount owed by Charter School to LAUSD is identified in section (g) of the Fundamental Provisions of this Agreement. Charter School shall pay for the total number of breakfasts, lunches, snacks, and suppers delivered by FOOD SERVICES (based on the number of meals Charter School requested), including any meals that were not actually served to Charter School students.

3.2 INVOICE. FOOD SERVICES shall provide Charter School an itemized written invoice no later than the 15th day of each month, covering the period for the prior full month (“Invoice”). FOOD SERVICES reserves the right to adjust prices to reflect changing conditions and costs of service, upon sixty (60) days’ advance written notice to Charter School. FOOD SERVICES shall deliver the Invoice to Charter School’s address set forth in section (e) of the Fundamental Provisions of this Agreement.

3.3 PAYMENT. Charter School shall pay the District by check or cash within thirty (30) days following the receipt of the Invoice. If Charter School fails to pay any portion, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law (“Interest Rate”) from the date such amount is due until the date paid, compounded daily. Charter School shall submit payment to the District’s address set forth in section (f) of the Fundamental Provisions of this Agreement. If Charter School does not remit payment to LAUSD within thirty (30) days of Charter School’s receipt of the Invoice, FOOD SERVICES may, in addition to pursuing any other legal and/or equitable remedies to which the District may be entitled, immediately stop providing all meal services as set forth in EXHIBIT “A,” until and unless payment, with applicable interest, is made in full.

3.4 PAYMENT DISPUTES. If Charter School disputes all or any part of the Invoice, Charter School shall pay the undisputed portion of the charges, and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties, at Charter School’s expense. The Parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Charter School’s charter petition, if approved by the District. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the Parties proportional to the same percentage the disputed payment amount is allocated at the resolution of the dispute.

In such instance where Charter School disputes its obligations to pay all or part of the invoiced amount, Charter School shall provide LAUSD with a notice entitled “Payment Under Protest” stating that Charter School plans to dispute such payment, with proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due. Within thirty (30) days following the

payment due date, Charter School shall provide another notice to LAUSD specifying in detail why Charter School is not required to pay all or part of such amount.

ARTICLE 4. TERMINATION

This Agreement may be terminated by either Party upon providing thirty (30) days' written notice of intent to terminate to the other Party. Meal services will be provided by FOOD SERVICES, and payments by Charter School will remain due and owing, for the notice period. Termination of this Agreement will not absolve Charter School of any outstanding payment obligations.

ARTICLE 5. AUDITS

FOOD SERVICES shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent records pertaining to services, payments, and students served pursuant to this Agreement. All records shall be kept and maintained by FOOD SERVICES and made available to Charter School during the Term of this Agreement and for a period not less than three (3) years after the date by which final payment is due hereunder by Charter School, in accordance with applicable statutes and regulations.

Should FOOD SERVICES be audited by the CDE or any other governmental entity, FOOD SERVICES and Charter School each shall be responsible for fully complying with such audit requests.

ARTICLE 6. INDEPENDENT CONTRACTOR RELATIONSHIP

LAUSD and Charter School intend and hereby agree and acknowledge that the relationship between LAUSD and Charter School is solely an independent contractor type relationship, and not a principal/agent, partnership, joint venture, employment or master/servant relationship. Charter School and LAUSD are acting on their own behalf and neither is operating as an agent of the other.

ARTICLE 7. COMPLIANCE WITH LAWS AND REGULATIONS

FOOD SERVICES is exclusively responsible for preparing and delivering all breakfasts, lunches, snacks, and/or supper meals (unless designated otherwise by Charter School), that meet the NSLP, School Breakfast Program, and After School Program meal requirements, and federal, state, and local statutes and regulations. As such, Charter School shall not discriminate against students who receive free and reduced-price meals in the delivery of any breakfasts, lunches, snacks, and/or supper meals provided by FOOD SERVICES, and will ensure Charter School's students are offered the opportunity to participate in the school meal program.

Any penalties, fines, or damages resulting from lack of compliance with federal or state laws or the NSLP, School Breakfast Program, or After School Program meal requirements, in Charter School's performance of the services hereunder are the sole and exclusive responsibility of Charter School. Any penalties, fines, or damages resulting from lack of compliance with federal

or state laws or the NSLP, School Breakfast Program, or After School Program meal requirements, in LAUSD's performance of the services hereunder are the sole and exclusive responsibility of LAUSD.

Charter School acknowledges that gifts or exchanges of meals are not permitted. Charter School further acknowledges that until a meal is served to a Charter School student, the food prepared by FOOD SERVICES remains the property of the state and federal governments and FOOD SERVICES. Charter School agrees not to sell, give away, or exchange for other goods any District-provided meals or meal components.

ARTICLE 8. GENERAL PROVISIONS

8.1 NOTICES. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the Party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile or email (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery). Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above; or, in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein; or, if by facsimile or email, upon electronic confirmation of receipt. LAUSD and Charter School hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or Charter School's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article.

8.2 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of law.

8.3 ENTIRE AGREEMENT/AMENDMENT. All Exhibits and Attachments are hereby fully incorporated into this Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

8.4 WAIVER. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the Parties hereto shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by Charter School in strict accordance with said terms.

8.5 ASSIGNMENT. This Agreement shall not be assigned to any other person or entity. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors, and assigns of the respective Parties hereto.

8.6 TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance or observance of each of the obligations, covenants, and agreements under this Agreement.

8.7 INVALIDITY / SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.8 CAPTIONS. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

8.9 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution, this Agreement may be executed by handwritten signing or by electronic signature and delivered by electronic mail, which shall create a validly executed instrument, in as many counterparts as may be required.

8.10. FORCE MAJEURE. Whenever either Party hereto shall be required by the terms of this Agreement or by law to perform any act, work, labor, or services, or to perform and comply with any laws, rules, orders, ordinances, regulations, or zoning regulations, said Party shall not be deemed to be in default herein and the other Party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, unavailability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing Party.

8.11 AUTHORIZATION TO SIGN AGREEMENT. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School's Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity's partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the

partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

8.12 CONTACT. Questions, concerns, or issues regarding daily operations, menu, or compliance, should be addressed to the Area Food Services Supervisor (“AFSS”) or School Food Services (“Cafeteria”) Manager assigned to the Charter School. If needs are not met, the District Food Services Regional Manager assigned to Charter School shall be contacted at 213-241-2993.

ARTICLE 9. CONFIDENTIALITY.

The District shall maintain the confidentiality of all Charter School student personally identifiable information in accordance with the terms of that certain Data Use Agreement entered into between the District and Charter School, attached hereto as EXHIBIT “C” and made a part hereof.

ARTICLE 10. INDEMNITY.

Charter School shall indemnify, defend, and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, “Indemnitees”) against all liability, loss, damage, and expense (including reasonable attorneys’ fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage, or liability was proximately caused in whole or in part by the negligent or willful act or omission by Charter School, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

LAUSD:

LOS ANGELES UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

Date: _____

CHARTER SCHOOL:

XXXXXXXXX SCHOOL

By _____
Name _____
Title Principal, Charter School

Date: _____

EXHIBIT “A”
FOOD SERVICES RESPONSIBILITIES

1. FOOD SERVICES will serve as the School Food Authority (“SFA”) for Charter School, administering the official National School Lunch Program (“NSLP”), School Breakfast Program, After School Program, and all other associated meals programs. FOOD SERVICES will be responsible for establishing student meal eligibilities, serving meals to students in a manner that conforms to federal, state, and local health department codes, and meets the requirements established by the United States Department of Agriculture (“USDA”) and the California Department of Education (“CDE”). All accounting for meals in the proper eligibility categories and filing of meal reimbursement claims directly with the CDE will be the responsibility of FOOD SERVICES.
2. FOOD SERVICES shall prepare and serve all breakfasts, lunches, snacks, and/or supper meals (unless directed otherwise by Charter School), which meet the requirements of the NLSP, School Breakfast Program, After School Program, and all other associated meals programs. Breakfasts, lunches, snacks, and suppers (as applicable) must comply with the nutritional standards for breakfasts and/or lunches and/or snacks, and/or suppers as established by the USDA.
3. FOOD SERVICES shall determine the appropriate meal programs for Charter School’s participation, including, but not limited to, Provision 2, Provision 3, Community Eligibility Provision (“CEP”), After School Programs, summer feeding programs, Breakfast in the Classroom, and all other associated meals programs. Participation is determined by numerous factors, such as school meal participation, student free/reduced-priced eligibility, student enrollment, and CDE regulations.
4. FOOD SERVICES shall maintain all necessary records as required by the regulatory guidelines for a SFA, and make said records available for inspection by state and federal authorities upon request. Data and records will be kept on the nutritional analysis and quantities of the breakfasts, lunches, snacks, and suppers (as applicable) delivered to Charter School’s students.
5. FOOD SERVICES will provide reports to Charter School as reasonably requested by Charter School, or otherwise as reasonably necessary for Charter School to prepare reports and information to meet its needs. No meal eligibility codes representing students’ eligibility for free or reduced meal programs will be released or shared unless required by law. Charter School shall have access to supporting documentation regarding Charter School’s students at all times, to the extent allowed by law. If Charter School needs access to supporting documentation, a request must be submitted to FOOD SERVICES in writing at least four (4) weeks in advance, for FOOD SERVICES to prepare for distribution.
6. FOOD SERVICES shall provide all the necessary paper goods, service ware, and service equipment needed for the operation for all Charter School students purchasing food provided by FOOD SERVICES.

7. FOOD SERVICES shall prepare and/or deliver the breakfasts, lunches, snacks, and/or supper meals (as applicable) to the Cafeteria of the School Site identified in section (c) of the Fundamental Provisions of this Agreement (“CAFETERIA”). The CAFETERIA shall maintain the appropriate State and local health certifications for the facility and staff. FOOD SERVICES reserves the right to change the location of the CAFETERIA, when necessary (e.g., in cases of emergency or during renovations), to another area. FOOD SERVICES will notify Charter School of the new location at or before the time meals are delivered to the School Site.
8. FOOD SERVICES shall prepare and/or deliver meals for Charter School, except on days when LAUSD is not in operation, such as federal holidays, or other days the School Site is not in session. Charter School may choose to receive services hereunder on LAUSD non-operating days, in which case the services will carry the cost of double time and a half for FOOD SERVICES staff. In order to receive services hereunder by FOOD SERVICES on non-LAUSD operating days, Charter School must provide written notification to the CAFETERIA Manager at least ten (10) working days in advance. Failure to provide written notification at least ten (10) working days in advance may result in staff not being available on the non-LAUSD operating day(s) to provide service.
9. FOOD SERVICES shall provide to Charter School, no later than one (1) week prior to the end of each month, a monthly menu of the breakfasts, lunches, snacks, and/or suppers (as applicable) being offered in the upcoming month. This information will also be available on the FOOD SERVICES website: <http://cafe-la.lausd.net>.
10. When requested by Charter School, FOOD SERVICES shall provide Charter School with sack lunches and/or breakfasts for field trips and other special outings which meet the NSLP and School Breakfast Program meal requirements. Charter School must provide a request in writing to the CAFETERIA Manager at least fifteen (15) working days in advance of the event for which the sack lunches and/or breakfasts are needed. Failure to provide the written request at least fifteen (15) days in advance may result in the unavailability of sack lunches and/or breakfasts at the event.
11. FOOD SERVICES shall be responsible for all equipment, supplies, food, and paper goods delivered to the CAFETERIA. FOOD SERVICES will be responsible for the replacement of all kitchen and service equipment, as needed, unless replacement of equipment is needed as a result of Charter School’s authorized or unauthorized use of the CAFETERIA.
12. Upon request by Charter School, FOOD SERVICES may provide additional staff to serve lunches and/or breakfasts, pursuant to the Staffing Section and the salary and benefits specifications. Charter School shall pay actual labor and benefits related to its request for additional FOOD SERVICES staff.
13. If Charter School would like to utilize the School Site’s kitchen facilities after normal operations for a special event, the “Use of Cafeteria/Kitchen Facilities” form (available at <https://achieve.lausd.net/cms/lib/CA01000043/Centricity/Domain/126/Request%20for%20Use%20of%20the%20Cafeteria%2012.1.15.pdf>) must be submitted at least ten (10)

business days prior to the special event. An employee of FOOD SERVICES will be required to be present to supervise the use of the kitchen, and fees will apply.

14. In the event of emergencies, FOOD SERVICES will make every effort to provide services hereunder, including, but not limited to, continuing meal service during the normal school periods where it is safe for our staff and students. Charter School may request extra services, or service outside of the normal course of operations, to its students, staff, and site personnel in emergency circumstances, in which case a fee equal to FOOD SERVICES' reasonable, actual, out-of-pocket costs for these services will apply. Emergencies include, but are not limited to, the following: lockdowns, power outages, earthquakes, and any unplanned event that is a disruption to normal food services schedules.
15. Placement of FOOD SERVICES staff at the School Site will be in accordance with the District's Personnel Commission ("PC") rules, and District policies and procedures. FOOD SERVICES staff working at the School Site will have met all District and PC requirements for Tuberculosis, Background Checks, and Food Service requirements (e.g., Annual Food Handlers Certificates, and Sanitation and Safety Certifications for Managers and Senior Food Service Workers). It is FOOD SERVICES' responsibility to ensure that its entire staff meets these requirements.
16. FOOD SERVICES staff work for LAUSD and receive direction from FOOD SERVICES Administration. Performance Management and day-to-day personnel issues will be handled by the Area Food Services Supervisor ("AFSS") and/or FOOD SERVICES Manager. Input from Charter School's Administration/Principal may be discussed with the AFSS and/or FOOD SERVICES Manager. LAUSD employee disciplinary documentation, mentoring, and coaching will be administered by the AFSS and/or FOOD SERVICES.
17. FOOD SERVICES will utilize the District's Maintenance and Operations custodial crew to clean up after each meal at the School Site.
18. FOOD SERVICES offers catering services, and may offer these services to Charter School upon request separately from this Agreement.
19. If and when this Agreement terminates, FOOD SERVICES shall assume possession and ownership of all unused goods and supplies at the School Site, including, but not limited to, small wares, foods, produce, and paper supplies.

EXHIBIT “B”
CHARTER SCHOOL RESPONSIBILITIES

1. In accordance with the National School Lunch Program (“NSLP”), Charter School acknowledges that all eligible students must be provided with one nutritionally adequate meal per day.
2. Charter School will provide FOOD SERVICES with updated Charter School student enrollment information as needed (but not less than daily).
3. Charter School shall notify FOOD SERVICES staff located at the Cafeteria of the School Site identified in section (c) of the Fundamental Provisions of this Agreement (“CAFETERIA”) of the number of breakfasts needed for Charter School students by no later than 1:30 p.m. on the previous school day, and the number of lunches and snacks needed for Charter School students no later than four (4) hours before lunch meal service on each school day.
4. Charter School shall provide a written request to FOOD SERVICES to provide Charter School with sack lunches and/or breakfasts for field trips and other special outings that meet the NSLP and School Breakfast Program meal requirements at least fifteen (15) working days in advance of the event to the FOOD SERVICES Manager. The cost per sack lunch and/or breakfast shall remain the same as the cost per meal for the regular lunches and/or breakfasts. Charter School shall be responsible for maintaining the appropriate temperature of lunches and breakfasts served on those field trips and outings.
5. If, upon Charter School’s request, FOOD SERVICES provides meals to any person outside of Charter School’s student population (e.g., parents, faculty, site administrators, and personnel, etc.), Charter School shall pay the a la carte prices for items served. The a la carte price listing is available on the FOOD SERVICES website at <http://cafe-la.lausd.net>. A la carte meal prices are subject to change.
6. At least thirty (30) working days prior to the start of the Term, Charter School must provide to FOOD SERVICES a student enrollment roster and thereafter update and maintain all of its students’ information, so that FOOD SERVICES can provide meals through the point of service system or checklist with Charter School student data required for the District to receive, verify, and record Charter School students’ eligibility information. Charter School student information provided must include, at a minimum, the student’s first and last name, birthdate, gender, homeroom, site assigned, home address, and eligibility for free or reduced-price meals in the prior year.

EXHIBIT “C”

**DATA USE AGREEMENT
BETWEEN
(_____) AND
LOS ANGELES UNIFIED SCHOOL DISTRICT
FOR
THE DISCLOSURE OF EDUCATION RECORDS FOR FOOD SERVICES**

This Data Use Agreement (“Agreement”) is entered into on _____ (“Effective Date”) between the Los Angeles Unified School District (“LAUSD” or “District”), a California public school district, and (_____), a California non-profit corporation, operating a California public charter school known as (_____) (“Charter School”), located at (_____), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Charter School is a California public entity subject to all state and federal laws governing personally identifiable information in education records, including but not limited to relevant provisions of the California Education Code, and the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, Charter School has chosen to utilize the District’s Food Services Division (“FOOD SERVICES”), a food service program duly formed and existing under the laws of the State of California and United States Department of Agriculture (“USDA”), to provide meals to Charter School’s in-district students at the School Site;

WHEREAS, FOOD SERVICES is listed as the School Food Authority (“SFA”) for Charter School, administering the official National School Lunch Program (“NSLP”), School Breakfast Program, After School Program, and all other associated programs; and

WHEREAS, the District and Charter School desire to set forth the terms and conditions for sharing student data in compliance with state and federal laws and regulations in a Data Use Agreement.

THEREFORE, the Parties hereto agree as follows:

1. PURPOSE

1.1 The purpose of this Agreement is to allow for Charter School to provide the District with personally identifiable information (“PII”) from student education records (“student data”) without written parental consent so that the District may perform the

following oversight services or functions authorized by the Charter Schools Act and/or the modified consent decree (“MCD”): (1) annually submit enrollment and demographic data for all students enrolled for oversight purposes and MCD compliance, and (2) support FOOD SERVICES serving meals at the Charter School.

1.2 This Agreement is meant to ensure that the District adheres to the requirements concerning the use of PII and student data protected under FERPA; United States Code, title 20, section 1232g; Code of Federal Regulations, title 34, Part 99; and California Education Code sections 49060-49085.

1.3 Code of Federal Regulations, title 34, section 99.30 and Education Code section 49076(a) require the consent of the education rights holder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in Code of Federal Regulations, title 34, section 99.31(a)(3)(iv) and Education Code section 49076(a)(1)(C) for State and local educational authorities in connection with an audit or evaluation of Federal or State supported education programs or for the enforcement of or compliance with Federal legal requirements that relate to those programs.

1.4 Under this Agreement, Charter School considers the District to be such a local educational authority engaged in performing audits and evaluations of Federal or State supported education programs or for the enforcement of or compliance with Federal legal requirements that relate to those programs within the meaning of Code of Federal Regulations, title 34, section 99.31(a)(3)(iv) and Education Code section 49076(a)(1)(C), and this allows Charter School to disclose PII from education records of students without the consent required by Code of Federal Regulations, title 34, section 99.30 and Education Code section 49076(a).

1.5 This Agreement does not necessarily describe the complete nature of all interactions between the District and Charter School. Rather, this Agreement pertains to the disclosure of PII from education records only. It is likely that the District has some other form of written agreement with Charter School (possibly including, but not limited to a separate contract or MOU, a license agreement, a subscription agreement, etc.). However, insofar as it pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies with any other agreements.

2. CHARTER SCHOOL DUTIES

Charter School will provide the following student data in compliance with the FERPA, 20 U.S.C. section 1232g and 34 C.F.R. section 99, and California Education Code sections 49060-49085: <LIST DATA POINTS>

3. DISTRICT DUTIES

3.1 The District shall perform the following duties in regard to any student data it obtains:

3.1.1 Not disclose the information to any other party without the consent of the parent or eligible student;

3.1.2 Use the data for no purpose other than the work stated in this Agreement;

3.1.3 Allow Charter School access to any relevant records for purposes of completing authorized audits;

3.1.4 Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;

3.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. Charter School or its agents may, upon request, review the records required to be kept under this section;

3.1.6 Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from District to any other institution or entity; and

3.1.7 Retain all PII until it is no longer needed for the purpose for which it was obtained. The District shall promptly return or destroy all PII upon termination of this Agreement pursuant to Section 5.2 or once it is no longer needed for the purposes for which it was provided under this Agreement.

3.2 The District shall implement the following additional safeguards for Charter School information:

3.2.1 The District will not (i) sell information, including PII; or (ii) disclose PII without Charter School's written permission;

3.2.2 The District will store and process PII in accordance with industry best

practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure District's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved; and

3.2.3 PII will not be stored outside the United States without prior written consent from Charter School.

3.3 If the District will (1) provide cloud-based services which will involve digital storage of pupil records or (2) provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records, then, the following requirements in compliance with Education Code section 49073.1 pertain:

3.3.1 The pupil records continue to be the property of and under the control of Charter School;

3.3.2 In order for a parent, legal guardian, or eligible pupil to review PII in the pupil's records and correct erroneous information, the District shall refer requestor to pupil's school site.

3.3.3 The District shall take the following actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records:

The District shall comply with its internal policies and practices for complying with laws and regulations protecting pupil records.

3.3.4 The District shall use the following procedure for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records:

The District shall contact Charter School Administrator within forty-eight (48) hours of discovery of the unauthorized disclosure. Charter School shall then be responsible for reporting the unauthorized disclosure to affected parent, legal guardian or eligible pupil.

3.3.5 The District shall not use pupil records for any purpose other than compliance with the MCD or charter school oversight.

3.4 Additional District Duties Pertaining to Personally Identifiable Information

3.4.1 In addition to any District obligations stated elsewhere in this Agreement, the District shall notify Charter School in writing as soon as possible, but in no event more than two (2) business days, after the District becomes aware of any

breach of or security incident involving Charter School's PII. The District shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. The District shall identify as soon as practicable each individual whose unsecured PII has been, or is reasonably believed by the District to have been, accessed, acquired, or disclosed during such breach or security incident. The District shall cooperate in good faith with Charter School in the investigation of any breach or security incident.

3.4.2 The District shall take prompt corrective action to remedy any breach or security incident, mitigate, to the extent practicable, any harmful effect of a use or disclosure of PII, and take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.

3.4.3 The District will provide written notice to Charter School as soon as possible but no later than twenty (20) calendar days after discovery of the breach or security incident of the actions taken by the District to mitigate any harmful effect of such breach or security incident and the corrective action District has taken or shall take to prevent future similar breaches or security incidents. Upon Charter School's request, the District will also provide to Charter School a copy of the District's policies and procedures that pertain to the breach or security incident involving Charter School's PII, including procedures for curing any material breach of this Agreement.

3.4.4 The District shall make reasonable efforts to trace lost or translate indecipherable transmissions. Charter School shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Charter School. The District shall bear all costs associated with the recreation of incomplete, lost, or indecipherable transmissions if such loss is the result of an act or omission of the District.

3.4.5 The District shall take appropriate security measures to protect the confidentiality, integrity, and availability of Charter School's PII that it creates, receives, maintains, or transmits on behalf of Charter School and to prevent any use or disclosure of Charter School's PII other than as provided by this Agreement.

4. AUTHORIZATION FOR TRANSFER OF DATA.

4.1 Charter School hereby authorizes the District to receive the student data listed in Section 2.

4.2 Charter School maintains sole responsibility for ensuring the accuracy and integrity of student data provided to the District.

5. TERM

5.1 This Agreement shall be effective on the date the last party signs and shall be coterminous with the Food Services Agreement.

5.2 Charter School may terminate this Agreement for cause upon sixty (60) days’ advance written notice to the District.

6. NOTICES

6.1 All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, electronic mail, facsimile, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

6.2 Notices shall be delivered to the following:

DISTRICT:

Attention: Director of Food Services
Food Services Division
333 South Beaudry Avenue
Los Angeles, CA 90017
Phone no. : 213-241-2993

CHARTER SCHOOL:

Attention:

Email:

7. INDEMNIFICATION

Charter School shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, “Indemnitees”) against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage, or liability was proximately caused in whole or in part by the negligent or willful act or omission by Charter School, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

8. ENTIRE AGREEMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement regarding the subject matter of this Agreement, and may be amended only by written amendment executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Title/Position: _____

(_____)

By: _____

Date: _____

Title/Position: _____

		TOTALS	\$47,575.00	\$52,250.00	\$104,541.00			
PO#	Vendor	Date	GF Plan	GF Added	C-19 Additions	Location	Description	Fund
0004	Green Works Solutions	7/15/20			\$2,650.00	Main Office	Admin. MDF room circuits and surge protector Touchless copier (Admin Office)	COVID
0003	Green Works Solutions	7/15/20			\$3,850.00	Stdnt Bthrm	Boys / Girls Bathroom stainless/framing Elec. troffer lights	COVID
0014	Green Works Solutions	8/17/20			\$4,850.00	LG	Concrete Slab/ Drains bathroom (Literacy Garden)	COVID
0016	Green Works Solutions	8/17/20			\$4,950.00	L	Concrete Slab/PE Field	COVID
0023	Green Works Solutions	10/21/20			\$2,900.00	Main Office	220V Dedicated Circuit printer, welding, Dumpster, house	COVID
0021	Green Works Solutions	10/21/20			\$17,000.00	Bathrooms	Hand washing touchless stations, faucets, toilets, urinales, and sinks	COVID
0028	Green Works Solutions	11/29/20			\$15,150.00	ALL Classrooms	Electrical and Data floor monuments building 1-5	COVID
0032	Green Works Solutions	12/3/20			\$12,701.00	LG	Janitorial shed interior work only, floor/electrical plumbing (for LG Shed)	COVID
0031	Green Works Solutions	12/3/20			\$14,770.00	Staff Bathroom	Staff bathroom Frame/plumbing, electrical floor, toilet/urinal/sink (COVID)	COVID
0030	Green Works Solutions	12/3/20			\$17,800.00	Outdoor Sinks	Outdoor Washing Stations Awnings/concrete pads/panels (COVID)	COVID
0049	Green Works Solutions	1/18/21			\$7,920.00	ALL Classrooms	data ports 1-15	COVID
0013	Green Works Solutions	8/17/20		\$5,150.00		main	Main office building underpain, VCT repair floor (earthquake repair)	General
0024	Green Works Solutions	10/21/20		\$12,750.00		6/7	New VCT flooring installation, remove existing flooring room 7	General
0027	Green Works Solutions	11/29/20		\$14,600.00		6/7	Rooms 6 and 7 Foundation retrofit	General
0040	Green Works Solutions	1/17/21		\$8,700.00		A/1	A/1 roof replacement	General
0051	Green Works Solutions	1/20/21		\$10,550.00		7	install tackable wall and other related work	General
0052	Green Works Solutions	1/21/21		\$500.00		ALL Classrooms	Roof Patching- A/1, 6/7,8/9,10/11,12/13,14/15	General
0005	Green Works Solutions	7/15/20	\$2,500.00			All Classrooms	Edging ramps anti-skid Buildings 3/4, 5/6,10/11,12/13,4/15, bathrooms	General- Plan
0006	Green Works Solutions	7/15/20	\$14,900.00			2/3	Concrete footing / foundation Room 2/3	General- Plan
0007	Green Works Solutions	7/15/20	\$7,950.00			lunch	Concrete Canal / Wash, Stone setting (lunch Area-room 2/3)	General- Plan
0015	Green Works Solutions	8/17/20	\$11,400.00			2/3	New VCT flooring installation, remove existing flooring (Room 3)	General- Plan
0022	Green Works Solutions	10/21/20	\$3,505.00			2/3	Joist flooring blocks, concrete wash/ flooring, T&G (2/3 and lunch area	General- Plan
0029	Green Works Solutions	11/29/20	\$1,700.00			Staff Bathroom	Staff bathroom, water repair leak, door mortise, dumpster	General- Plan
0039	Green Works Solutions	1/17/21	\$750.00			12/13	Gutters / downspouts 12/13	General- Plan
0041	Green Works Solutions	1/17/21	\$750.00			6/7	Gutters / downspouts 6/7	General- Plan
0042	Green Works Solutions	1/17/21	\$750.00			8/9	Gutters / downspouts 8/9	General- Plan
0043	Green Works Solutions	1/17/21	\$750.00			10/11	Gutters / downspouts 10/11	General- Plan
0048	Green Works Solutions	1/17/21	\$750.00			14/15	Gutters / downspouts	General- Plan
0050	Green Works Solutions	1/19/21	\$1,870.00			6/7	window replacement room 6/7	General- Plan

Coversheet

Bert Corona Executive Administrator Report

Section: III. Items Scheduled For Information
Item: F. Bert Corona Executive Administrator Report
Purpose: FYI
Submitted by:
Related Material: 20-21 BCCS EA Board Report (April).docx.pdf



BCCS Executive Administrator Report

April 2021

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 and Attendance:

20-21 Enrollment:

20-21 Enrollment	
Grade	Enrollment
5th	11
6th	105
7th	121
8th	114

Attendance Rate: For the most recent reporting period, the attendance rate at BCCS was 88%

2021-2022 Enrollment:

Enrollment for our income 5th and 6th grade classes is low. We currently only have 62 students enrolled for next year. This number has doubled since I started as EA in January.

ELPAC Testing

For the last 8 weeks, we have been providing EL support on Saturday mornings to help prepare students for the ELPAC test. Although we have conducted some testing online, on Saturday, April 10th, we brought approximately 40 students on campus to complete their test. The students were engaged and diligent, and we feel the day was a great success! We are eager to get our ELPAC results to see how our students perform this year.

Bolstering Academic Support

For students who have been chronically absent or not turning in work, we have recently implemented a new approach. Teachers create a packet of student work that they can work on asynchronously. However, as support, students who receive the packet have office hours (individual or small group support) scheduled each week to receive instruction and content support from their teachers. While this approach has not worked for all students, several students who have not participated in any discussions the entire year are now engaging with their teachers. Our goal is to wean them off the packets in the next couple of weeks through constant connection and encouragement during meetings and through frequent phone calls. We focus our classroom time on the students who are engaging and employ a variety of strategies to reach kids during class, but our goal is to also offer ongoing opportunities for support for all of our students; even those who are reluctant learners.

COVID Testing:

On April 13th, we held our first COVID testing day for both students and staff. Parents had trouble registering online prior to coming to test, so we had three tables set up to help parents walk through the registration process. Additionally, we worked with CoVerify to set up a quick registration, just in case the parents forgot to bring the proper documentation. Altogether, we tested 63 students and all of our on-campus staff, as well as many of our central office administrators and staff. To liven the mood, our PE teacher, Mr. Villanueva donned his chef’s hat and cooked up smash burgers for everyone. They were delicious, and the smell of burgers wafting in the air definitely helped everyone generate the saliva we needed for our test! It was wonderful to have students, parents, and staff back on the BCCS campus again.

Return to Campus

In total, we have 61 students who opted to return to campus for two days of instruction per week. Our first day of classes was wonderful, everything went very smoothly. We did have 3 students show up even though it was not their day, but we were able to accommodate them. Our team worked together seamlessly, and everyone was ready to step in and support wherever necessary. Students and staff felt safe and followed all of our safety protocols.

Please find our “First Day Debrief” notes below:

Return to Campus Debrief

April 16, 2021

Highlights	Areas of Improvement
<ul style="list-style-type: none"> ● Everything was very clear; <ul style="list-style-type: none"> ○ We went over everything ahead of time and instructions were really clear ● One-two-three routine went well. ● Kids were following instructions ● Dismissal for lunch and break, the kids followed procedures ● Everyone was communicating well and often ● Everyone was calm and in a good mood; calm admin makes everyone else calm as well. ● Kids seemed excited- kids who came to campus were a lot of those who are not in class virtually <ul style="list-style-type: none"> ○ Many kids participated and engaged and it was really good to get to interact with them ○ Kids were excited about their bins ● No issues with sound ● Students did not experience any hiccups, so we did a good job supervising and addressing any (small) issues 	<ul style="list-style-type: none"> ● More detail on the check-in sheet to ensure the kids are there on the right day (put it on the COVID check-in sheet) ● Issues with hearing the students: <ul style="list-style-type: none"> ○ The orange cohort is very quiet. ● Apple TV in rm 4 stopped working ● Login issues: <ul style="list-style-type: none"> ○ Login through Google ○ Not knowing emails ● Internet issues in rm 7 ● Confused about PE lesson- need to get communication about PE lesson ahead of time ● Return from lunch took too long (need to work on timing going out to lunch and returning to class). <ul style="list-style-type: none"> ○ Need to monitor timing at lunch and adjust transition times as needed. ○ We need to start on time (calling out students) ● Not enough lunches ordered (we order a few

<ul style="list-style-type: none">● Teachers and tutors did a great job coming to pick up kids and teaching campus procedures● We were excited about kids being back on campus and interacting with them● Some of our students with tier 3 needs were doing work and even submitting assignments!● Ms. Contreras said Ms. Marquez did a fantastic job juggling kids online and in person.● We got our steps in!● Our kids were laughing and smiling; it felt good to be on campus!● Ops team was on top of it!<ul style="list-style-type: none">○ Bagged the shirts and the water bottles○ No lunch server was available so they jumped in to help out.,● Parents were very happy that we were able to make things work when kids came on the incorrect day.● A lot of strong communication● Takeyama and Rene were available to troubleshoot tech	<p>extras)</p>
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PHOTOS FROM THE FIRST DAY BACK:









iReady Diagnostic Moved to May:

With the decision to waivers for CAASPP testing, we decided to move our iReady diagnostic to the middle of May. This will allow us to get as much instructional time in before the final diagnostic, which will be helpful in demonstrating growth for the school year. We are meeting this week with our teachers to determine incentives for students who meet their typical or stretch growth, and to plan how we can celebrate all students who grow. Testing will begin the week of May 10th.

Typical Growth vs. Stretch Growth:

The iReady diagnostic represents and measures growth using two data points. The first, *typical growth*, is determined based on their initial diagnostic score. iReady gathers normative data from all iReady users from diagnostics taken across the country. Typical growth is based on all students with the same score from across the country. For example, students scoring one grade level below may be expected to grow 20 points over the course of the year. Students two grade levels below may be expected to grow 25. It is all based on the growth of similar students across the country. *Stretch growth* is the growth students need to achieve to be on grade level by the end of the year, or as soon as possible. At BCCS, we are working with our teachers to aim for stretch growth for each student with the hope that we achieve at least our typical growth.

Coversheet

Monsenor Oscar Romero Executive Administrator Report

Section: III. Items Scheduled For Information
Item: G. Monsenor Oscar Romero Executive Administrator Report
Purpose: FYI
Submitted by:
Related Material: MORCS Executive Update 4_19_2021.pdf

MORCS Executive Administrator Board Report

4.19.2021



I. Re-Opening

Our first day of in-person classes was on Friday, April 16th, 2021!! We welcomed 51 students:

6th graders	33
7th and 8th Resource and English Learner students	18

We anticipate additional families testing on April 22nd, and joining us on campus next week.

We used the following website to communicate all aspects of our re-opening plan including the schedule, uniforms, student supplies, weekly COVID testing details, classroom/campus safety equipment, and classroom/campus safety protocols:

<https://sites.google.com/romerocharter.org/morcsreturntocampusmorcsregres/home>

Which students are returning on April 16?
¿Qué estudiantes regresarán el 16 de abril?

Currently, we have been able to open campus for 6th grade only. Due to safety and capacity reasons, we can only accept a maximum of 19 students in each of our two classes at this time. Therefore we advise parents in March and April not to accept ALL parents or students that send us 100% of their children. Parents who later decide they want to send their child to campus will be placed on a wait list, and I understand you will notify parents.

Actualmente, hemos sido capaces de abrir el plantel solo para el sexto grado. Por razones de seguridad y capacidad, solo podemos aceptar un máximo de 19 estudiantes en cada uno de nuestros dos cursos en este momento. Por lo tanto, aconsejamos a los padres en marzo y abril no aceptar a TODOS los padres de los estudiantes que desearían en sus momentos. Los padres que luego deciden que quieren enviar a sus hijos al campus serán colocados en una lista de espera y si se abren plazas, los notificaremos a los padres.

through Friday between those times. Mondays will continue to be asynchronous instruction during the virtual classes. Due to staffing and scheduling considerations, if parents plan to send students on from school, they must do so by 7:00 am on Monday (3:30 pm). Parents do not need multiple excuses or reasons for bringing their child to school having had the responsibility of the year. See schedule attachments.

El horario de inscripción no cambiará. De martes a viernes, el día de instrucción será híbrido de 8:30 a 3:30 pm ya que los estudiantes asistirán en el plantel con profesores y asistencia. Los estudiantes que regresen al plantel vendrán a la escuela martes a viernes entre esas horas. Las inscripciones pueden ser de más de una persona (sin excepciones). Debido a consideraciones de personal y horarios, si los padres planean traer a sus hijos al plantel los días de inscripción, deben hacerlo antes de las 7:00 am el día de inscripción. Los estudiantes que regresen al plantel no necesitan múltiples excusas o razones para traerlos a la escuela. Véase el horario de inscripción adjunto.

Para los estudiantes de sexto grado que regresen al plantel, MORCS pedirá formularios de admisión de sexto grado (signify) para cada niño o niño/a antes del 16 de abril. Los estudiantes deben traer sus formularios de admisión de sexto grado a YPICS todos los días de inscripción. Los estudiantes deben traer sus formularios que no están completos, incompletos o incompletos. Los estudiantes necesitan ser notificados de cualquier problema con el formulario de admisión. MORCS pedirá formularios de admisión de sexto grado para cada niño o niño/a antes del 16 de abril. Los estudiantes deben traer sus formularios de admisión de sexto grado a YPICS todos los días de inscripción. Los estudiantes deben traer sus formularios que no están completos, incompletos o incompletos. Los estudiantes necesitan ser notificados de cualquier problema con el formulario de admisión. MORCS pedirá formularios de admisión de sexto grado para cada niño o niño/a antes del 16 de abril. Los estudiantes deben traer sus formularios de admisión de sexto grado a YPICS todos los días de inscripción. Los estudiantes deben traer sus formularios que no están completos, incompletos o incompletos. Los estudiantes necesitan ser notificados de cualquier problema con el formulario de admisión.

forward and have individual student supply bins and storage pockets for each student as well as space for the classroom. Each room is also equipped with an accurate thermostat, hand sanitizer dispenser and an industrial grade Gator Air Purifier. Door and windows are under repair at all times and doors and windows will be open at all times.

Cada salón de clases está equipado con 19 escritorios para estudiantes, un escritorio para el maestro y un escritorio para el profesor. Los salones de clases también están equipados con un dispensador de desinfectante de manos, un dispensador de gel antibiótico y un purificador de aire de grado industrial. Las puertas y las ventanas están siendo reparadas en todo momento y las puertas y ventanas estarán abiertas en todo momento.

Los estudiantes y profesores de sexto grado estarán en el plantel los días de inscripción. Por razones de seguridad y personal, solo se aceptará un máximo de 19 estudiantes en cada uno de nuestros dos cursos en este momento. Por lo tanto, aconsejamos a los padres en marzo y abril no aceptar a TODOS los padres de los estudiantes que desearían en sus momentos. Los padres que luego deciden que quieren enviar a sus hijos al campus serán colocados en una lista de espera y si se abren plazas, los notificaremos a los padres.

6th grade class schedule / Horario de clases de sexto grado

This instructional schedule will not change.

Uniforms & Supplies / Uniformes y suministros

For 6th graders returning to campus, MORCS will provide sixth grade black uniform and items as needed.

Weekly COVID testing / Prueba COVID semanal

All staff and students on campus will be required to wear a mask daily. Thursday and Friday is the school day, if

Classroom safety / Seguridad en el aula

Each classroom will set up with 19 student desks, one teacher desk, and a tutor desk. We are observing 4.5' feet of distance.

Safety Protocols / Protocolos de seguridad

Students and staff will be trained on all safety protocols. For example, all students and staff will do a sign-in and

School Re-Opening Data / Datos de reapertura de escuelas

100% of MORCS staff will be fully vaccinated by April 26.

Some pictures from the first day back (and a couple from COVID testing) are below:





Coversheet

Bert Corona Charter High School Executive Administrator Report

Section: III. Items Scheduled For Information
Item: H. Bert Corona Charter High School Executive Administrator Report
Purpose: FYI
Submitted by: Larry Simonsen
Related Material: CSD Oversight Questions 2021.pdf
Oversight Guiding Questions for SpEd (1).pdf

BACKGROUND:

YPICS Board,

In lieu of a typical update from me, I have attached my and Mr. Nutt's responses to the LAUSD CSD Oversight Visit Questions. Reopening was as successful as it possibly could have gone, including COVID testing, meal distribution, radio communication, and student movement. Smooth as silk!



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

1) Review of the 2019 California School Dashboard revealed that the school’s ELA “Status” (Distance from Standard, DFS) was -25.3 points/Orange, which was lower schoolwide than the state.

Root cause analysis for the lower DFS status for schoolwide.

Why was the 2019 ELA Status lower schoolwide than the state average?

Student performance on the 2019 CAASPP dropped compared to the previous cohort’s performance on the 2018 CAASPP.

Why did the performance drop on the 2019 CAASPP?

Students were not well prepared for the CAASPP exam.

Why were students not well prepared for the CAASPP exam?

There was a lack of alignment in instruction in reading and writing.

Why was there a lack of alignment in instruction in reading and writing?

Professional development and teacher feedback was impeded by climate and culture issues.

Why was professional development and teacher feedback impeded by climate and culture issues?

2 of the 3 English Language Arts Teachers in the 2018-2019 school year were either in an antagonistic relationship with school staff and administration, or being pressured to engage in this antagonism, making it either difficult or impossible to pursue professional coaching and accountability.

Detailed plans that outline the actions of the school’s leadership team to improve overall student academic performance in ELA, as measured by the California School Dashboard, included:

Implementation of a Writing Round Table PD for aligning and tuning writing instruction within all humanities courses.

Creating and stocking a Lending Library in response to student requests for reading material.

Implementing VALUE Rubrics with an assessment focus on college-ready reading and writing.

Implementing Thinking Nation “Document Based Questions and Essays” in all history courses, as well as partnering with Thinking Nation for outside assessment of DBQ essays.

Reimplementation of the school’s historic, longitudinal, goal-oriented periodic assessment tool.

Reimplementation of Achieve3000.

Utilization of Gear-Up tutoring time in ELA classrooms.

Tailoring and personalizing ELA remediation instruction through online instruction using MyPath, the scope of which is derived from algorithmic processing of longitudinal NWEA MAP Growth data.

Reimplementation of RTI inventory consideration of every student’s needs.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

- 2) **Review of the 2019 California School Dashboard revealed that the school's Math "Status" (Distance from Standard, DFS) was -109.3 points/Orange, which was lower schoolwide than the state and for the two significant subgroups: Latino at -10.3.3 points/Orange and Socioeconomically Disadvantaged at -104.1 points/Yellow.**

Root cause analysis for the lower DFS status schoolwide for the two numerically significant subgroups.

Why was the 2019 Math Status lower schoolwide than the state average?

Student performance on the 2019 CAASPP dropped compared to the previous cohort's performance on the 2018 CAASPP.

Why did the performance drop on the 2019 CAASPP?

Students were not well prepared for the CAASPP exam.

Why were students not well prepared for the CAASPP exam?

There was a lack of data-driven instructional collaboration and planning among the math faculty for the 2018-2019 school year.

Why was there a lack of data-driven instructional collaboration and planning among the math faculty?

Professional development and teacher feedback was impeded by climate and culture issues, and the primary periodic assessment tool used to track internal growth was abruptly terminated in favor of a new and significantly different assessment tool, creating a deficit of longitudinal growth data.

Why was the periodic assessment tool used to track internal growth abruptly terminated in favor of a different tool?

District administration determined the new tool to be more relevant to CAASPP preparation efforts than the existing assessment tool.

Detailed plans that outline the actions of the school's leadership team to improve overall student academic performance in Math as measured by the California School Dashboard included:

Replacing ALEX with IXL (both adaptive, interactive, independent practice software programs giving immediate feedback) due to student lack of engagement with ALEX.

Utilization of Gear-Up tutoring time in Math classrooms.

Reimplementation of the school's historic, longitudinal, goal-oriented periodic assessment tool.

Tailoring and personalizing Math remediation instruction through online instruction using MyPath, the scope of which is derived from algorithmic processing of longitudinal NWEA MAP data.

Reimplementation of RTI inventory consideration of every student's needs.

Implementing VALUE Rubrics with an assessment focus on college-ready critical thinking and quantitative literacy.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

- 3) **Review of the 2019-2020 school year was as follows:**
- a. **The school's Percentage of English Learners making progress toward English proficiency (ELPI) was 28.0%/No Color, which was lower than State at 48.3%. The school was classified as Very Low. Which includes not meeting the ELPAC participation rate for 2019.**
 - b. **The school's LTEL's rate was 17.4% (28 students), which is higher than the state's average at 5.7%.**

Root cause analysis to address the data points above.

Why was the school's LTEL rate 17.4% in 2019?

According to the school's SIS system, there were 23 students listed as EL during the 2018-2019 school year. There were 266 students total that started the school year. At the end of that school year, there were 218 students enrolled, and 20 EL students listed in the school's SIS. The three student differential was due to disenrollment, not reclassification.

Why was the school's percentage of EL students making progress towards proficiency only 28% in 2019?

30 students took the ELPAC in the 2018-2019 school year. 7 of those students scored at 3 or 4 on the overall performance level. The other 23 students scored a 2 or 1.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

Detailed plans that outline the actions of the school’s leadership team to close the achievement gap included:

The Action Plan for English Language Learners as outlined in the YPI BCHS EL Master Plan

<p>ACTION 1 Capitalize on the resources and experiences that ELLs bring to school to build and enrich their academic language.</p>	<p>ACTION 2 Analyze the academic language demands involved in grade-level teaching and learning.</p>	<p>ACTION 3 Apply the background knowledge of ELLs, including their language proficiency profiles, in planning differentiated language teaching.</p>	<p>ACTION 4 Connect language and content to make learning relevant and meaningful for ELLs.</p>
<p>ACTION 5 Focus on the developmental nature of language learning within grade-level curriculum.</p>	<p>ACTION 6 Reference content standards and language development standards in planning for language learning.</p>	<p>ACTION 7 Design language teaching and learning with attention to the sociocultural context.</p>	<p>ACTION 8 Provide opportunities for all ELLs to engage in higher-order thinking.</p>
<p>ACTION 9 Create language-rich classroom environments with ample time for language practice and use.</p>	<p>ACTION 10 Identify the language needed for functional use in teaching and learning</p>	<p>ACTION 11 Plan for language teaching and learning around discipline-specific topics.</p>	<p>ACTION 12 Use instructional supports to help scaffold language learning.</p>
<p>ACTION 13 Integrate language domains to provide rich, authentic instruction.</p>	<p>ACTION 14 Coordinate and collaborate in planning for language and content teaching and learning.</p>	<p>ACTION 15 Share responsibility so that all teachers are language teachers and support one another within communities of practice.</p>	



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

4) Review of the 2019 California School Dashboard revealed that the school's College/Career Academic Indicator with prepared students at 43.2% , which was lower than the State at 44.1%.

Root cause analysis to address the data points above.

Why was the College/Career Academic Indicator lower than the states, and only 43.2%

All graduating students did not pass A-G requirements with a grade of C or better.

Why did all students not pass A-G requirements with a grade of C or better?

The school's grading policy was not adhered to by the 2018-2019 faculty in a manner that reflected its accredited instructional program: A, B, C, or F

Why was the school's accredited grading policy not adhered to?

The school experienced a change in administration for the 2018-2019 school year, and the grading policy set forth in the school's accreditation self study was not mandated.

Detailed plans that outline the actions of the school's leadership team to close the achievement gap included:

The grading policy was officially board approved and reinstated in the fall of 2019 at the beginning of the fall semester. A new Director of College and Career Counseling was hired, who has since implemented a highly organized and effective system of graduation readiness tracking. All student transcripts are audited yearly for credit deficiency in A-G coursework. All students at BCCHS must complete a program of A-G courses with a grade of C or better, which establishes compliance with college admission requirements for the UC/CSU system.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

5) Describe the instructional strategies we might expect to see in a virtual learning environment as described in the 2020-2021 Learning Continuity and Attendance Plan. Describe 2-3 strategies used to ensure Continuity of Instruction and to minimize Learning Loss.

Learning has been lost. There is no reframing or redefining expectations to avoid this fact. Adolescent learning is critically contextual, and that context is peer-rich. For teenagers, Vygotsky's "more knowledgeable other" is preferably a classmate whenever possible. In addition, the sound bottleneck of online communication platforms (Zoom, Meet, etc) slows communication to a pace that is a fraction of the normal ebb and flow of thoughts, ideas and questions that adolescents and their teachers share when in a face to face classroom environment. It was in recognition of these realities that BCCHS teachers made it a priority to shrink the virtual classroom to facilitate as much small-group or 1-to-1 discourse as possible. It has been in these conversations that most measurable and measured progress has been observed.

Specifically, BCCHS Teachers have:

1. Utilized small group instruction and conferencing in breakout rooms.

Whether students are speaking with one another, or the teacher is working with a small group to provide instruction or evaluate comprehension, small group interactions in breakout rooms has been a mainstay of our distance learning program. Too many students hide in the anonymity of the larger group, just as they do in the physical classroom. In small groups, students are more available, accessible, and willing to risk the exposure that comes with not knowing something already.

2. Conferencing with 1 or 2 students in breakout rooms.

This has been the most effective form of formative assessment during distance learning. Short conversations to check for understanding, skill development, or analytical thought, and to offer timely and relevant feedback, have allowed students to authentically show what they know or are learning, as well as gain validation for their thinking and progress.

3. Standards-based grading for mastery; multiple attempts at assessments.

This has been a very seamless practice that we have carried from the classroom to distance learning. One of the national conversations during distance learning has been about how to hold students accountable for their learning, and many educators and districts have opted to pause authentic assessment. Students are being awarded points for seat time and earning grades that have little to no value in communicating cognitive growth. Our students have been used to giving evidence of their understanding, and although it has been more challenging to find sufficient time and the best tools to use to continue this expectation in a distance learning environment, we have maintained our expectations that students will provide evidence of growth towards mastery. ([See the article](#) at LAist.com that featured our school's approach in contrast to another LA area public high school.)

4. Personalizing instructional pace through short premade teacher videos for delivery of instruction, and using 2nd party tools to engage students (NearPod, IXL, Phet, Gizmos, DuoLingo, and more) has allowed teachers to respond to student initiative and questions in a manner that does not require the entire class to be involved. This personalization naturally recognizes the need for differentiation, which does not always occur under more typical in-person classroom instruction.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

6) Review the schools progress in implementing CSD's areas of growth outlined in the 2019-2020 annual oversight report.

Less than one month after the CSD Oversight Visit to Bert Corona Charter High School in February of 2020, all of Los Angeles Unified School District's charter and non-charter public schools were forced into an indefinite period of distance learning. As no schools within the district or charter school community had ever implemented a 100% distance learning model of instruction and assessment, the focus of our school improvement efforts pivoted to the urgent development of a working distance learning model. We were already equipped with 1 to 1 laptop computer technology, and as a result of this commitment to the chromebook platform, many if not most of our management and instructional tools were already online, including sites that focused on content delivery, interactive skill practice, research, assignment and grades management, attendance tracking, and testing. We were also well situated to continue valid assessment of student understanding through teaching for mastery and standards-based grading. What we did not have in place were tools for managed virtual communication, including small group instruction/discussion virtual spaces within large group gatherings, nor did we have whole-class interactive response platforms for call and response direct instruction, and we really were not equipped for real-time skill performance and evaluation in a virtual environment. In the very short window of time between the beginning of mandated distance learning in mid-March of 2020 and the start of the 2020-2021 school year in August, BCCHS and YPICS personnel researched, tested, and piloted instructional technology and teaching and learning strategies that met our needs as educators, students, and administrators. The specific details regarding the strategies we designed, tested, piloted, and ultimately successfully implemented, as well as the tools we used to do so, are described explicitly in our [Learning Continuity and Attendance Plan](#). This became the sole focus of our work very shortly after the CSD oversight team left our school in February of 2020.

That said, here are some of the areas from the oversight visit report that we have discussed and worked on by way of our efforts during distance learning.

(A1-4)(A-9) Reading

Student High-Interest Reading Library - Student request at end of 2020 school year.

Some of our leadership students asked us to put together a library on campus so that students could read high-interest popular fiction without having to read online or go to local public libraries. We took a poll of all students asking them for suggestions for the volumes we would purchase. One of our teachers initiated an online fundraiser, and the school matched it. We purchased all new titles, bought new bookshelves, and started the library in December with 220 high interest titles for our students to check out.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

(A5)(A7) EL Learners and Reclassification

The summative ELPAC exam has not yet been administered this 2020-2021 school year. It will be administered beginning in May, to allow as much instructional engagement, guidance, coaching, and support for EL and LTEL learners as possible before asking students to take the assessment. In lieu of SBAC performance, the school will be using longitudinal MAPS data as one of the reclassification criteria.

YPICS's reclassification criteria are as follows:

Comparison of performance in basic skills – earning C or better in grade level English classes.

Assessment of English Proficiency – ELPAC Results, NWEA Maps Longitudinal Growth Data.

Teacher evaluation of student academic performance.

Parent opinion and consultation.

Our current population of 197 students includes the following language classification designations:

Student Population	Language Classification
33	EL
111	RFEP
9	IFEP
29	EO

Given that 144 of 197 of our students (73%) have been classified as EL for some time span during their K-12 education up to this point, our data gives us pause to ask some very specific and critical questions about the most effective intervention strategies, practices and personnel that can dramatically move the literacy needle for LTELs. We know that at our level, grades 9-12, the cognitive demand of the material students are asked to read and process becomes exponentially more rigorous than anything they have yet encountered, and that the development of a student's capacity to successfully read, comprehend, analyze, and respond to this material is inextricably linked to the success they have already experienced in trying to do so. Unfortunately, our students have largely chosen avoidance in order to cope with their difficulties in attempting to perform these tasks. Asking our students to read for information and cognitive development, be it articles, chapters, works of fiction or expository text, is often met with noncompliance, and results in our instruction becoming reduced to preprocessed key points passed on through verbal and audiovisual delivery methods. We know this is not adequately preparing our students for college, and are therefore engaging in a transparent and robust discussion at the leadership level to determine how we can shape our entire school's instructional culture to one that regularly incorporates meaningful, successful, self-rewarding, self-reinforcing and increasingly complex instruction that requires age-appropriate reading demand.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

(A8) Graduation Requirements

In the fall of 2019, the Executive Director of YPICS asked the YPICS Board to approve a grading policy that does not allow “D” grades in core courses. For BCCHS, this means not using “D” grades in any A-G course. After many conversations with school staff and organizational leadership, the move was made to ensure that students were being asked to perform at a level that would ensure their college readiness throughout their 5-12 education pathway at YPICS.

(A9) Reimplementation of NWEA MAPS and MAPS-Driven Remediation

MAPS testing was resumed in the spring of 2020. Personal growth coaching and goal setting based on individual longitudinal data reports are being offered in Advisory for each student at our school. In addition, students' longitudinal MAPS data has been analyzed by Edgenuity Learning Solutions and used to generate personalized remediation growth plans through a program called MyPath. This program sets out a scope and sequence of video lessons delivered by knowledgeable instructors and designed to address the specific remediation needs of every individual student, in both reading and math, based on MAPS performance data. MyPath is required of every student and instructional support advisors regularly monitor student progress. This program is YPICS' adaptive remediation strategy that parallels the middle school iReady suite of instruction and remediation tools.

(O5) PBL

One of YPICS' hallmarks is project-based learning (PBL). This instructional strategy typically requires higher levels of critical thinking and communication than typical tasks required in response to more didactic models of direct instruction. In an effort to ensure that all students at BCCHS have access to this intellectual and social pedagogy, our school has agreed to ask all students to take on a yearly passion project. Advisors and content teachers alike have agreed to provide coaching, guidance, and assessment of skills that are incorporated into SBG gradebooks in order to support, motivate, and influence student initiative and self discovery through the PBL process. Our V.A.L.U.E skill learning outcomes for high school are being used as the primary assessment targets, and the accompanying rubrics are being used to give students feedback and mastery scores. Our first exhibition of PBL passion project work will be in June, 2021.

(O8) PD

In an effort to maintain a focus on mastery of essential skills for college readiness, as well as determine how best to accomplish this in a distance learning environment, staff have engaged in three significant PD themes since the end of the 2020 school year:

- 1) Standards-based grading for mastery in a DL environment. A two week, full day intensive was delivered in June 2020 as one of the first utilizations of Learning Loss Mitigation funding.
- 2) V.A.L.U.E skills translation and calibration. The “Valid Assessment of Learning in Undergraduate Education” rubrics, written by the American Association of Colleges and Universities, were read, translated, and calibrated by our staff using high school student work samples so they could be added to our SBG gradebooks. In addition to core content skill rubrics, we now evaluate student work for growth in Written Communication, Oral Communication, Critical Thinking, Integrative (interdisciplinary) Learning, Creative Thinking, Inquiry and Analysis, Problem Solving, and Reading.
- 3) Project Based Learning. All students now work on a Passion Project for the purpose of making a difference in their communities, be it through reflecting, informing, educating, developing, or changing.



LAUSD CSD Oversight Questions 2021 - Bert Corona Charter HS

(O7) SEL Curriculum - Advisory

A primary concern for every school during distance learning has been the social emotional health of students. Our Advisory Committee, under the leadership of Max Garcia (PPS/MFT), Director of Counseling Services, has created [an approach to weekly advising](#) that helps students discuss all of the endeavors they undertake in school from a social emotional perspective. Our goal is to build up capacity by addressing fears and assumptions, and replacing them with strategies for embracing change and challenges with confidence that is based in more accurate self-assessments, as well as the belief that reaching out for help is always a good thing. Engaging students in conversations about how they are feeling on any given day has helped validate their experiences with anxiety and self doubt that have arisen as a direct result of isolation from peers and caring school adults.

(O7) Cyberbullying and Suspension

Due almost exclusively to the compassionate, accepting, kind, witty, patient, understanding, encouraging, and no-nonsense culture that our teaching faculty has created at BCCHS, we have had no problems with cyberbullying throughout the duration of mandatory distance learning. While a very small handful of public instances of student discontent have understandably been encountered, there have been no persistent patterns of disrespect, intimidation, or sabotage of our distance learning program by our students. We have been extremely fortunate that nothing we have seen in student behavior has risen to the level of a suspendable offense.



Oversight Guiding Questions

Special Education

Annual Performance-Based Oversight Visit

Submitted by: Vashon Nutt

1. Describe the process that the charter school uses to monitor IEP compliance, specifically related to IEP timelines, services, accommodations and/or modifications for Students with Disabilities (SWD), during the time of remote learning.

The Director of Special Education and the Lead Resource Specialist Teacher monitor IEP compliance. Our processes to monitor timelines, services, accommodations and/or modifications remain the same. Implementation of services did change due to remote learning. RSP services, as well as related services, were provided via Google Meet. Due to school closures, we did run into issues with conducting IEPs and assessments. Since Welligent is a database, which provides essential compliance reports, the school is in the process of completing all IEPs and assessments in accordance with health department safety regulations. Recently, we have resumed small group services which makes it easier to provide services and begin conducting IEP assessments.

The lead resource specialist has worked alongside general education teachers to ensure accommodations and/or modifications were provided during remote learning sessions. Since our students with special needs are programmed into an RSP period, they were also provided services in which their accommodations and/or modifications were provided in small group sessions as well.

2. Describe the charter school's system for monitoring and supporting the education program for students with disabilities at the school, particularly during remote learning.

Remote learning presented new instructional obstacles for everyone; students and instructional staff. However, our students with special needs continued to receive RSP support within the general education classroom and during small group pull-out sessions. Teachers made use of breakout rooms and office hours to provide focused, individualized instruction when it was necessary.

3. Describe the professional development provided to all staff in supporting students with disabilities.
The YPICS Academic Team created a PD for all of YPICS instructional staff that specifically addressed access to curriculum for high need students during distance learning. The approach was evidence-based and utilized Critical Friends Group protocols to look at student work samples and other sources of data in the hopes of soliciting transparent feedback for educators as they attempted to design instruction and assessments for all students.



4. Describe how the IEP is used to achieve instructional outcomes and provide behavior supports.

The IEP is the guiding document when supporting learners with special needs, including those who require behavior supports. All teachers are provided with an IEP snapshot which provides detailed information related to a student's primary disability, present level of performance, and annual goals and objectives. The information is used to guide instruction, supports, and services for each student with an IEP. Our resource specialist teacher uses that information to assess and monitor annual IEP goals. Our students with behavioral needs are provided all provisions within the IEP; even during distance learning. Via the IEP snapshot, teachers are provided all relevant information to be able to prevent and, when necessary address behavioral concerns that happen in the classroom.

5. Describe specific examples of student academic and behavior interventions implemented and delineate how have they been successful, particularly during remote learning.

While distance learning has been challenging for most students, we have seen some levels of success. Particularly students with behavioral challenges, have been able to reduce the amount of behaviors that might have taken place during the regular school setting. Students with special needs have also benefited from being able to connect with a teacher individually during office hours. They are able to ask questions, seek feedback, and get support without the stigma that comes along with not being able to readily grasp concepts they feel are difficult.

Coversheet

Chief Operations Officer Report

Section: III. Items Scheduled For Information
Item: I. Chief Operations Officer Report
Purpose: FYI
Submitted by:
Related Material: COO Report 4-19-21.pdf
21-22 Salary table proposals.pdf



**Chief Operations Officer Report
April 19, 2021**

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 lifelong 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.

Human Resources

- **Teacher Salary Table**
 - Two possibilities being explored (Document Attached)
 - \$15 minimum wage increase
 - Minimum required
 - \$15 minimum wage with District Match
 - Being competitive

SALARY TABLE ANALYSIS

		20-21 Table	21-22 \$15 Table		21-22 \$15+ LAUSD Table	
School Site	Group	Total Salary	Total Salary	Increased Cost	Total Salary	Increased Cost
BC	Teachers	\$936,790	\$976,713	\$39,923	\$1,024,419	\$87,629
OR	Teachers	\$864,108	\$887,463	\$23,355	\$930,034	\$65,926
HS	Teachers	\$708,714	\$732,043	\$23,329	\$781,004	\$72,290
YPICS	Teachers	\$2,509,612	\$2,596,219	\$86,607	\$2,735,457	\$225,845

Numbers does not include staff submitting additional units

Facilities

- **MORCS**
 - Gate handle improvements
 - Doors repairs
 - Mailbox
 - Sound system installation
- **BCCS**
 - Greenworks
 - General Fund- \$99,825
 - Covid-19 Response- \$104,541

Date	GF Amount	C-19 Amount	Location	Decription	Fund
7/15/20		\$2,650.00	Main Office	Admin. MDF room circuits and surge protector Touchless	COVID

				copier (Admin Office)	
7/15/20		\$3,850.00	Stdnt Bthrm	Boys / Girls Bathroom stainless/framing Elec. troffer lights	COVID
8/17/20		\$4,850.00	LG	Concrete Slab/ Drains bathroom (Literacy Garden)	COVID
8/17/20		\$4,950.00	L	Concrete Slab/PE Field	COVID
10/21/20		\$2,900.00	Main Office	220V Dedicated Circuit printer, welding, Dumpster, house	COVID
10/21/20		\$17,000.00	Bathrooms	Hand washing touchless stations, faucets, toilets, urinales, and sinks	COVID
11/29/20		\$15,150.00	ALL Classrooms	Electrical and Data floor monuments building 1-5	COVID
12/3/20		\$12,701.00	LG	Janitorial shed interior work only, floor/electrical plumbing (for LG Shed)	COVID
12/3/20		\$14,770.00	Staff Bathroom	Staff bathroom Frame/plumbing, electrical floor, toilet/urinal/sink (COVID)	COVID
12/3/20		\$17,800.00	Outdoor Sinks	Outdoor Washing Stations Awnings/concrete pads/panels (COVID)	COVID
1/18/21		\$7,920.00	ALL Classrooms	data ports 1-15	COVID
7/15/20	\$2,500.00		All Classrooms	Edging ramps anti-skid Buildings 3/4, 5/6,10/11,12/13,4/15, bathrooms	General
7/15/20	\$14,900.00		2/3	Concrete footing / foundation Room 2/3	General
7/15/20	\$7,950.00		lunch	Concrete Canal / Wash, Stone setting (lunch Area-room 2/3)	General
8/17/20	\$5,150.00		main	Main office building underpain, VCT repair floor (earthquake repair)	General
8/17/20	\$11,400.00		2/3	New VCT flooring installation, remove existing flooring (Room 3)	General
10/21/20	\$3,505.00		2/3	Joist flooring blocks, concrete wash/ flooring, T&G (2/3 and lunch area	General
10/21/20	\$12,750.00		6/7	New VCT flooring installation, remove existing flooring room 7	General
11/29/20	\$1,700.00		Staff Bathroom	Staff bathroom, water repair leak, door mortise, dumpster	General
11/29/20	\$14,600.00		6/7	Rooms 6 and 7 Foundation retrofit	General
1/17/21	\$750.00		12/13	Gutters / downspouts 12/13	General
1/17/21	\$8,700.00		A/1	A/1 roof replacement	General
1/17/21	\$750.00		6/7	Gutters / downspouts 6/7	General
1/17/21	\$750.00		8/9	Gutters / downspouts 8/9	General
1/17/21	\$750.00		10/11	Gutters / downspouts 10/11	General
1/17/21	\$750.00		14/15	Gutters / downspouts	General
1/19/21	\$1,870.00		6/7	window replacement room 6/7	General
1/20/21	\$10,550.00		7	install tackable wall and other related work	General
1/21/21	\$500.00		ALL Classrooms	Roof Patching- A/1, 6/7,8/9,10/11,12/13,14/15	General

Blue	Increase from 20-21 ST	Orange	Increase from 20-21ST	Red	YPICS \$15 lower than LAUSD
	Better than LAUSD ST	Grey	No increase from 20-21	Green	YPICS matches LAUSD

2021-2022 YPICS Credentialed Teacher Salary Table

Level	Semster Units/ Years	1	2	3	4	5	6	7	8	9	10	11
20 (14-)	\$15+ LAUSD	\$54,600	\$54,750	\$54,900	\$55,150	\$55,500	\$56,000	\$56,360	\$57,676	\$59,664	\$61,360	1% increase moving on
	YPICS \$15	\$54,600	\$54,750	\$54,900	\$55,150	\$55,500	\$56,000	\$56,250	\$56,500	\$57,000	\$57,500	
	LAUSD	\$53,435	\$53,499	\$54,068	\$54,638	\$54,701	\$54,790	\$56,360	\$57,676	\$59,664	\$61,360	
	Variance	2.13%	2.28%	1.52%	0.93%	1.44%	2.16%	-0.20%	-2.08%	-4.67%	-6.71%	
21 (14+)	\$15+ LAUSD	\$54,750	\$54,900	\$55,150	\$55,500	\$56,000	\$56,904	\$57,676	\$60,259	\$61,993	\$64,057	
	YPICS \$15	\$54,750	\$54,900	\$55,150	\$55,500	\$56,000	\$56,250	\$56,500	\$57,000	\$57,500	\$58,616	
	LAUSD	\$53,499	\$54,068	\$54,638	\$54,701	\$54,790	\$56,904	\$57,676	\$60,259	\$61,993	\$64,057	
	Variance from \$15	2.28%	1.52%	0.93%	1.44%	2.16%	-1.16%	-2.08%	-5.72%	-7.81%	-9.28%	
22 (28+)	\$15+ LAUSD	\$54,900	\$55,150	\$55,500	\$56,000	\$56,651	\$58,854	\$60,841	\$62,614	\$64,411	\$67,386	
	YPICS \$15	\$54,900	\$55,150	\$55,500	\$56,000	\$56,250	\$56,500	\$57,000	\$57,295	\$58,939	\$61,662	
	LAUSD	\$54,068	\$54,132	\$54,701	\$54,790	\$56,651	\$58,854	\$60,841	\$62,614	\$64,411	\$67,386	
	Variance from \$15	1.52%	1.85%	1.44%	2.16%	-0.71%	-4.17%	-6.74%	-9.28%	-9.28%	-9.28%	
23 (42+)	\$15+ LAUSD	\$55,150	\$55,500	\$56,000	\$56,651	\$58,601	\$60,879	\$63,221	\$65,032	\$66,930	\$70,956	
	YPICS \$15	\$55,150	\$55,500	\$56,000	\$56,250	\$56,500	\$57,000	\$57,851	\$59,507	\$61,245	\$65,000	
	LAUSD	\$54,132	\$54,701	\$54,790	\$56,651	\$58,601	\$60,879	\$63,221	\$65,032	\$66,930	\$70,956	
	Variance from \$15	1.85%	1.44%	2.16%	-0.71%	-3.72%	-6.81%	-9.28%	-9.28%	-9.28%	-9.16%	
24 (56+)	\$15+ LAUSD	\$55,500	\$56,000	\$56,651	\$58,601	\$60,879	\$63,259	\$65,690	\$67,576	\$69,893	\$74,412	
	YPICS \$15	\$55,500	\$56,000	\$56,250	\$56,500	\$57,000	\$57,886	\$60,109	\$61,835	\$63,956	\$68,091	
	LAUSD	\$54,701	\$54,790	\$56,651	\$58,601	\$60,879	\$63,259	\$65,690	\$67,576	\$69,893	\$74,412	
	Variance from \$15	1.44%	2.16%	-0.71%	-3.72%	-6.81%	-9.28%	-9.28%	-9.28%	-9.28%	-9.28%	
25 (70+)	\$15+ LAUSD	\$56,000	\$56,651	\$58,271	\$61,614	\$64,006	\$66,513	\$68,234	\$70,349	\$73,083	\$77,944	
	YPICS \$15	\$56,000	\$56,250	\$56,500	\$57,000	\$58,570	\$60,862	\$62,438	\$64,372	\$66,875	\$73,000	
	LAUSD	\$54,790	\$56,651	\$58,271	\$61,614	\$64,006	\$66,513	\$68,234	\$70,349	\$73,083	\$77,944	
	Variance from \$15	2.16%	-0.71%	-3.13%	-8.09%	-9.28%	-9.28%	-9.28%	-9.29%	-9.28%	-6.77%	
26 (84+)	\$15+ LAUSD	\$56,904	\$58,550	\$60,259	\$64,069	\$66,563	\$69,171	\$70,906	\$73,374	\$76,286	\$81,400	
	YPICS \$15	\$56,250	\$56,500	\$57,000	\$58,627	\$60,910	\$63,296	\$64,882	\$67,141	\$71,324	\$75,000	
	LAUSD	\$56,904	\$58,550	\$60,259	\$64,069	\$66,563	\$69,171	\$70,906	\$73,374	\$76,286	\$81,400	
	Variance from \$15	-1.16%	-3.63%	-5.72%	-9.28%	-9.28%	-9.28%	-9.28%	-9.28%	-6.96%	-8.53%	
27 (98+)	\$15+ LAUSD	\$58,170	\$60,867	\$62,639	\$66,639	\$69,234	\$71,943	\$73,665	\$76,450	\$79,476	\$84,995	Salary Cap
	YPICS \$15	\$56,500	\$57,000	\$57,318	\$60,978	\$63,353	\$65,833	\$67,408	\$69,957	\$74,485	\$77,776	
	LAUSD	\$58,170	\$60,867	\$62,639	\$66,639	\$69,234	\$71,943	\$73,665	\$76,450	\$79,476	\$84,995	
	Variance from \$15	-2.96%	-6.78%	-9.28%	-9.28%	-9.28%	-9.28%	-9.28%	-9.28%	-6.70%	-9.28%	
Level	Semster Units/ Years	1	2	3	4	5	6	7	8	9	10	

Coversheet

Executive Director's Report

Section: III. Items Scheduled For Information
Item: J. Executive Director's Report
Purpose: FYI
Submitted by:
Related Material: EXECUTIVE DIRECTOR report 4-19-21.pdf



EXECUTIVE DIRECTOR'S REPORT

April 19, 2021

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.

State:

From School Services of California –

“Congress Approves the \$1.9 Trillion American Rescue Plan”

posted March 10, 2021

Today, Wednesday, March 10, 2021, the House of Representatives approved the Senate’s version of the \$1.9 trillion “American Rescue Plan,” sending the relief package to President Joe Biden.

ESSER Fund Provisions

The stimulus bill earmarks nearly \$170 billion for education, including \$122.8 billion for a third round of funding into the Elementary and Secondary School Emergency Relief (ESSER) Fund. Of the nearly \$123 billion assigned to ESSER III, \$800 million is set aside for the U.S. Department of Education to provide grants to identify and provide services to homeless children and youth.

The rest of the nearly \$122 billion in ESSER III funding will be allocated to states based on the same methodology of the first two iterations, whereby states are required to allocate at least 90% of the funds to local educational agencies (LEAs) in proportion to LEAs’ Title I, Part A funding. However, unlike the first two ESSER iterations, LEAs are required to reserve at least 20% of the ESSER III funding for learning loss mitigation measures, such as expanded learning programs and summer school. The ESSER III funds are eligible to be spent through September 30, 2024.

Rather than apply an equitable services requirement to the ESSER III funds, the bill provides \$2.75 billion for governors to allocate to private schools that enroll a significant percentage of low-

income students. This means that LEAs will not have to calculate an equitable-services set aside for the ESSER III funds that they receive from the American Rescue Plan.

To ensure greater accountability and transparency, the bill requires LEAs to publish a reopening plan within 30 days of receiving their ESSER III dollars. LEAs that have already adopted a reopening plan are deemed to have satisfied this requirement as long as they allowed for a public comment period and the plan details a “safe return to in-person instruction and continuity of services.”

For the remaining 10% of ESSER III funds that the states are permitted to keep, at least 5% must be used to carry out activities to address learning loss, at least 1% must be used for summer enrichment programs, at least 1% must be used for comprehensive afterschool programs, and no more than half a percent can be used for administrative costs.

As with the prior COVID-19 relief bills, the American Rescue Plan includes a maintenance of effort requirement that stipulates states must maintain at least as much funding for education in fiscal years 2022 and 2023 as a proportion of the state’s overall spending. In addition, the bill includes a new maintenance of equity requirement, which prevents states and LEAs from disproportionately reducing spending in high poverty schools in fiscal years 2022 and 2023 in amounts greater than the average spending reductions across all other schools in the LEA.

ESSER Look-up Tool for LEAs

To help gauge how much ESSER III funding your LEA will receive under the latest relief package, School Services of California Inc. has prepared a look-up tool (see below) so that LEAs may search for their estimated allocation determined using the methodology described above. Once official numbers are published, the look-up tool will be replaced with a link to the final allocation schedule.

School	Set Aside for Learning Loss	Total ESSER III
Bert Corona Charter School	\$	\$
Monseñor Oscar Romero Charter School	\$	\$
Bert Corona Charter School	\$	\$

*Set Aside for Learning Loss represents 20% of the Total ESSER III funding estimate and is included in the total.

Other Education Investments

Some of the other significant investments from the American Rescue Plan that have implications for education include:

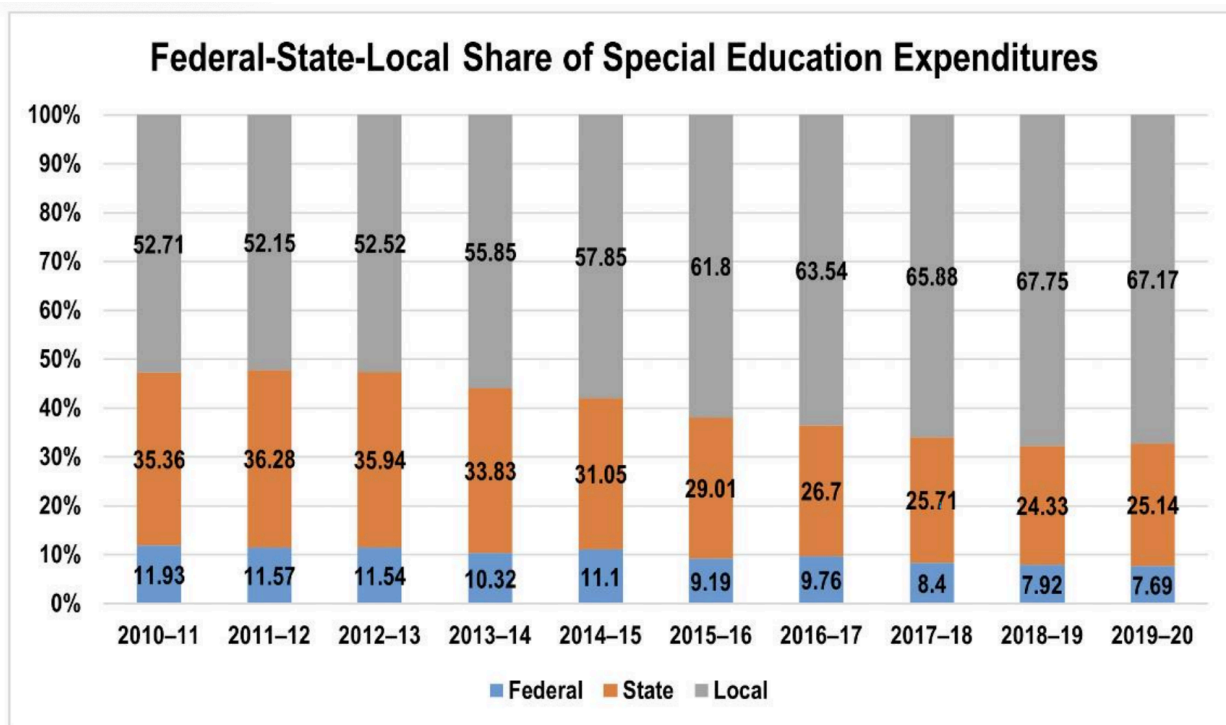
- \$3 billion for Individuals with Disabilities Education Act (IDEA):
 - o \$2.58 billion for IDEA Part B state grants
 - o \$200 million for IDEA Section 619 preschool grants
 - o \$250 million for IDEA Part C infant and toddlers
- \$362 billion in relief for state and local governments

- \$7.2 billion in emergency aid to help students and educators connect to the Internet and provide them with connected devices through the federal E-Rate program
- \$39 billion for early childhood programs, including Child Care and Development Block Grants and a stabilization fund for child-care providers
- \$39.6 billion for the Higher Education Emergency Relief Fund

“Slight Increase in State Funding Share for Students with Disabilities”

posted March 9, 2021

For decades, local educational agencies (LEAs) advocated for more equitable and adequate funding for students with disabilities. With Governor Gavin Newsom in office and a continued push from the education community, progress is being made. A first small step towards equity came in 2019–20, when the state invested \$152 million to set a floor for special education funding. With this contribution, and for the first time in nearly a decade, the state’s share of supporting the education of students with disabilities increased. Overall, special education expenditures continue to rise as LEA operational costs increase. However, the increase in 2019–20 was the smallest in recent history, from \$16.23 billion to \$16.65 billion. Salaries and benefits, step and column, and the rates of both the California Public Employees’ Retirement System and the California State Teachers’ Retirement System affect special education expenditures in the same manner they affect the unrestricted General Fund programs. The chart below shows the trend of growing contributions from LEAs’ unrestricted General Funds that were needed to backfill special education expenditures in the last decade. In 2019–20, the state contributed 25.14% of funding; federal funds accounted for only 7.69% of funding; and local funds accounted for 67.17% of the total funds expended.



A larger step towards equity and adequacy was made in 2020–21, with a \$545 million ongoing increase to the state’s contribution to special education funding. We expect the balance of funding support to rightly tip more towards the state as a result.

“Unemployment Insurance Rates on the Rise”

posted April 5, 2021

The Employment Development Department (EDD) recently released the Annual Report to the Fund Participants (Report) regarding the School Employees Fund (SEF) for the fiscal year that ended June 30, 2020. The Report includes a rate increase from 0.05% to 1.23% in the 2021–22 fiscal year—a historically large increase.

The SEF is a joint, pooled-risk fund administered by the EDD which allows school employers to deposit funds into the pool, and the pool reimburses the State’s Unemployment Insurance Fund for the cost of unemployment insurance benefits paid to former or furloughed employees of SEF participants. As of the 2019–20 fiscal year, the SEF included more than 1,400 local educational agencies (LEAs), and nearly one million employees, inclusive.

The Report highlights that payments into the fund have hovered around \$40 million annually, while payments to beneficiaries skyrocketed to more than \$237 million in 2019–20. The increase in payments is attributed to the COVID-19 pandemic. For comparison, payments to beneficiaries totaled \$87.8 million in 2018–19, an amount in line with payments since 2015–16. Absent significant credits from the various federal stimulus, the SEF reserves would be nearly depleted. As of June 30, 2020, the SEF reserves were \$211.5 million, down from \$466.5 million in 2015–16.

California Unemployment Insurance Code Section 823(b)(2) establishes the annual contribution rate. The contribution rate is a mechanical calculation comparing the payments from the SEF for the two preceding calendar years, divided by total wages. In no event shall the contribution rate be less than five one-hundredths of one percent (0.05%).

The last time LEAs experienced an unemployment rate increase above the statutory minimum of 0.05% was during the Great Recession. At the time, school districts were reimbursed for payments to the SEF in accordance with Education Code Sections 42241.7 and 43001.8. These sections provided a line-item addition to the revenue limit calculation, thereby negating any adverse impacts from changes in unemployment insurance rates. Unfortunately, these sections were eliminated with the advent of the Local Control Funding Formula (LCFF), which results in school districts bearing the brunt of increases to the contribution rate.

In the 2019–20 fiscal year school districts made unemployment insurance payments of nearly \$22.5 million based on the 0.05% rate. If the rate in 2019–20 was 1.23%, payments would have increased to more than \$550 million. For contextual purposes, the proposed 3.84% cost-of-living-adjustment applied to the LCFF in 2021–22 is estimated to cost approximately \$2 billion, which means that an increase in the unemployment insurance rates will erode 25% of new ongoing funding for school districts.

“President Biden Proposes Significant Ongoing Education Funding Increases”

posted April 9, 2021

Today, April 9, 2021, President Joe Biden released his fiscal year 2022 discretionary budget request, which includes federal education programs. The proposal includes significant funding increases for education, continuing some of the additional one-time funding in the American Rescue Plan.

President Biden’s 2022 discretionary request includes \$102.8 billion for the Department of Education, a \$29.8 billion (or 41%) increase over the 2021 enacted level. These proposed increases include:

- \$20 billion increase to Title I funding
- \$2.6 billion increase to Individuals with Disabilities Education Act (IDEA) state grants and \$250 million increase to IDEA Part C, infant and toddler grants
- \$1 billion to increase the number of counselors, nurses, and mental health professionals in schools
- \$413 million increase for community schools
- \$100 million for a new grant program to address segregation and help communities develop and implement strategies that would build more diverse student bodies
- \$1.5 billion increase for the Child Care and Development Block Grant
- \$1.2 billion increase for Head Start
- \$200 million increase for the Preschool Development Grants program

The release of the discretionary funding request is analogous to the California Governor’s Budget released annually by January 10—a starting point for budget negotiations. As a reminder, the federal fiscal year begins October 1, so, if approved by Congress, these increases would not be felt in California for some time.

“Plan to Spend, and Spend to Your Plan”

posted March 22, 2021

In public education, we constantly find ourselves in a position where the cost of doing business outpaces new available resources. Public education does not operate like private business, where a private business can raise prices or discontinue a line of business that is not profitable. Instead, public education leaders have more, but sometimes limited controls of expenses. The conversations are typically centered around “doing more with less,” or “if we do x, then we can’t do y or z.” Local educational agencies (LEAs) are in a position where one-time resources for education abound, and the conversations are pivoting to “doing more with more” in some instances and “let’s do x, y, and z!”

The current influx of one-time funding—including the In-Person Instruction Grants and Elementary and Secondary School Emergency Relief (ESSER) Funds—comes to LEAs with very few restrictions on spending. LEAs are likely to feel tremendous pressure to spend the money in a variety of areas, and while there is sufficient funding to address many different facets of operations, LEAs should approach the spending from a proactive perspective, rather than reactive.

It’s more important than ever for LEAs to view each of these funding sources as pieces to a puzzle, rather than individual silos, and develop a comprehensive plan with student achievement at the center of the plan. Adopting a proactive approach will allow LEAs to make informed decisions that are supported by data, influenced by stakeholders, and contribute to the long-term fiscal health of the LEA. While there’s no substitute for in-person learning, student achievement is influenced by many factors. Adequate facilities, functioning transportation, and consistent Wi-Fi coverage are all necessary for in-person learning to have the greatest impact.

As LEAs consider the use of the one-time funds, fiscal practices 101 must be considered. At School Services of California Inc. (SSC), we have long used the phrase, “Don’t use one-time sources to increase on-going costs.” LEAs would be wise to attach spending of one-time sources to one-time costs rather than on-going costs, such as compensation increases and additional staff. Further, LEAs that have been experiencing fiscal distress should not view these one-time sources as an opportunity to abandon plans to correct structural deficits. These funds are temporary in nature, and should not be viewed as a long-term solution.

Regardless of an LEA’s current fiscal health, SSC recommends that LEAs prepare two multi-year projections—one with the one-time resources, and one without the one-time resources. The addition of the one-time resources can mask fiscal distress, and it will be important to communicate with stakeholders the temporary nature of the funds.

There’s an opportunity to significantly impact student learning for many years beyond the allowable use period of the one-time funds. While there’s no crystal ball that predicts the future, it is assured that LEAs that develop plans to spend one-time funds in a proactive, versus reactive, manner will improve their ability to raise the bar for student achievement.

LAUSD:

The Charter Schools Division has scheduled the following dates for oversight visits:

School	Dates
Bert Corona Charter School	Wednesday, April 28, 2021
Bert Corona Charter High School	Thursday, April 22, 2021
Monseñor Oscar Romero Charter School	Thursday, May 6, 2021

All visits will be conducted via Zoom and or Google Meets and if board members are interested in joining, please let us know and we will arrange for you to participate in the discussion and review.

YPICS:

Reopening –

The YPI Charter Schools opened their small group and instruction for struggling students on campus in March, and then their hybrid plan with at least on grade level on each secondary campus on April 16th. Teachers reported that it felt good to be on campus again with their students. Some 6th and 9th grade students were timid and shy because this was their first time on campus. Seniors

reported that they were happy to be on campus instead of at home alone. Operations staff felt relieved that they had an opportunity to test and reinforce practice of safety habits and routines with fewer students than the entire student body. Administrators reported overall that the plans they put into place to safely operate the schools went smoothly on day one. YPICS is off to a great start. Scholars are happy to be back on campuses!

Assessments—

The California Department of Education provided schools across the state with guidance on state testing during a webinar yesterday. The [California State Board of Education voted on March 16, 2021](#) to allow district and charter schools the opportunity to use the "best assessment tool available" to gauge student learning. YPICS Schools will be able to use i-Ready (middle schools), and NWEA assessments (high school) to measure student growth in the Spring. i-Ready and NWEA assessments meet the testing requirements by the California State Board of Education for English language arts/literacy (ELA) and mathematics.

Requirements Include:

- Are aligned with California Common Core State Standards for English language arts and math.
- Are available to assess students in grades 3-8 and 11.
- Are uniformly administered across a grade span, school, or district.
- Provide results that can be reported to parents/guardians, educators about individual students, and to the public by school and by district and are disaggregated by student group.

LEA Considerations for viability may include:

- Access to secure browsers
- Access to stable broadband with adequate bandwidth
- Challenges of non-managed devices
- Capacity for proctoring and monitoring remotely, both in the home and from the school
- Children's degree of experience with an online assessment platform
- Students' requirements for non-embedded accessibility supports
- The amount of time schools have been, or will have been, providing full in-person instruction (Including ensuring initial time upon reopening for students and staff to learn and adjust to mitigation strategies, take stock of and address trauma, and support immediate social-emotional needs)
- Instructional model transitions due to COVID-19
- Local pandemic-related factors

California Science Test

This test is optional for the 2020-2021 school year.

ELPAC - Required

The Summative English Language Proficiency Assessments for California (ELPA) is required and must be administered to all English learners.


Physical Fitness Testing (PFT)

The PFT will not be required to be administered and the CDE will not be collecting PFT data for the 2020–21 school year.


Coversheet

Brown Act Training Presented by Young, Minney, and Corr, LLC.

Section: IV. Board of Trustees Training
Item: A. Brown Act Training Presented by Young, Minney, and Corr, LLC.
Purpose: Discuss
Submitted by:
Related Material: 21 04 16 Youth Policy Institute Brown Act.pdf



YOUNG, MINNEY & CORR, LLP




Youth Policy Institute Charter Schools: Brown Act Training

Presented by: Janelle A. Ruley, Esq.
jruley@mycharterlaw.com
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THE CHARTER LAW FIRM

1

Brown Act Partial Suspension



- Governor Newsom issued Executive Order Number N-29-20 that has suspended some provisions in the Brown Act and created some new obligations as well.
- Meetings may now occur entirely telephonically; a physical location is not required.
- Members of the public must be permitted to participate telephonically.
- No requirement to notice or post agendas at each teleconference location.
- No requirement that members of the public be able to address legislative bodies at each teleconference location.



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Brown Act Partial Suspension



- No requirement that any members be within the “jurisdiction.”
- Agencies must, however, advertise and implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation for individuals with disabilities.
- Charter schools also must also notify the public about the means by which members of the public can observe the meeting and offer public comment.
- Must also make reasonable efforts to comply as closely as possible with the Brown Act’s other provisions.



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Understanding the Brown Act



4

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Overview: 6 Questions



1. What is the purpose of the Brown Act?
2. What is a meeting?
3. What are the notice and agenda requirements?
4. What are the public's rights?
5. What are the permissible closed session topics?
6. What are the penalties and remedies for violating the Act?



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1. What is the Purpose of the Act?



A. To Foster Broad Public Access



“ . . . The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.”



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1. What is the Purpose of the Act?



How Does the Brown Act Accomplish Its Purpose?

- Public Is Given Notice of Meetings
 - Agenda posting requirements
- Meetings Must Be Open to the Public
 - Confidentiality is limited
 - Closed sessions must be statutorily authorized
- Transparency Does Not Mean Chaos
 - Meetings are held in public, not controlled by the public.
- Charter School can set more stringent requirements that foster greater access and participation (e.g., longer posting periods), but Charter School cannot do less than the law requires. Check charter, Bylaws and MOUs to see if your requirements are more stringent.



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2. What is a Meeting?



A. Basic Definition:

When any congregation of a majority of the members of the body meet to hear, discuss, deliberate, or take action on any item of School business




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2. What is a Meeting?



B. Exceptions to definition of meeting:

- Attendance by majority at public conferences of general interest
- Attendance of majority at another body's public meeting
- Attendance of majority at purely social or ceremonial gatherings


SO LONG AS SCHOOL BUSINESS
IS NOT DISCUSSED!


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2. What is a Meeting?



C. Brown Act Committees

As a general rule, all committees must follow the Brown Act

Committees

- Permanent or temporary
- Decision-making or advisory
- Created by charter, ordinance, resolution, or a Board's formal action

A standing committee must comply with the Brown Act even if it is an advisory committee composed solely of the members of the Board who are less than a quorum.

Standing Committees


- A committee is a standing committee if it:
 - Has continuing subject matter jurisdiction; or
 - Has a meeting schedule fixed by charter, ordinance, resolution, or a Board's formal action
- Brown Act applies regardless of whether the standing committee is:
 - Composed solely of Board members or not
 - Less than a quorum of Board members or not
- Examples: Budget Committee; Facilities Committee; etc.

Non-Brown Act Committees

There is one exception for certain advisory committees that are not subject to the Brown Act. The advisory committee must be composed solely of the members of the Board that are less than a quorum, and must not be a standing committee.

Certain Advisory Committees

- Must be advisory, not decision-making
- Must be composed solely of the members of the Board
- Must be less than a quorum of the Board
- Must not be a standing committee


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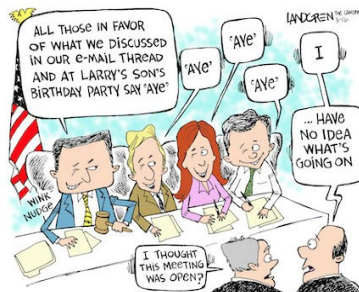
10

2. What is a Meeting?



D. Serial Meetings Are Prohibited

- A majority of the members
- Outside a meeting
- Use a series of communications of any kind, directly or through intermediaries
- To discuss, deliberate, or take action on
- Any item of Charter School business that is within the subject matter jurisdiction of the body.



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2. What is a Meeting?



E. Limit On Unilateral Communications

While an employee or official may engage in separate conversations or communications outside of a meeting with other members of the body in order to answer questions or provide information regarding a matter of Charter School business, that person may not communicate to members of the Board the comments or position of any other member or members of the Board.



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2. What is a Meeting?



F. Basic Requirements if Any Board Member Participates by Telephone

1. All votes taken shall be by roll call.
2. Agenda must be posted at all teleconference locations.
3. Each teleconference location shall be identified in the notice and agenda of the meeting.
4. Each teleconference location shall be accessible to the public.



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2. What is a Meeting?



5. Members of the public shall have the right to address the board directly at each teleconference location.
6. A Quorum of the Board must participate from within the School's "jurisdiction."



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2. What is a Meeting?



New teleconference rules for Youth Policy Institute Charter Schools:

(SB 126; Education Code Section 47604.1(c)(3))

(A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall **meet within the physical boundaries of the county** in which that charter school or schools are located.

(B) A two-way **teleconference** location shall be established at **each schoolsite and each resource center**.



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3. What are the Notice & Agenda Requirements?



A. General Rule:

The agenda shall be posted properly in advance of a meeting and must include a brief description of items to be transacted or discussed. With a few exceptions, if an item is not on the agenda, the Board cannot discuss it.



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3. What are the Notice & Agenda Requirements?



B. Exceptions to the Rule:

1. Upon a determination by a majority vote of the Board that an “emergency” or “dire emergency” exists (54956.5) – EXTREMELY RARE
2. Upon a determination by a 2/3 vote of the members of the Board or unanimous vote of those present if less than 2/3 of the members are present that:
 - a) That there is a need to take immediate action; and
 - b) The need for action came to the attention of the “agency” after the agenda was posted.



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3. What are the Notice & Agenda Requirements?



3. The agenda item was posted for a prior meeting of the Board that:
 - a) Occurred not more than 5 calendar days prior to the date action was taken on the item; and
 - b) At the prior meeting the item was continued to the meeting at which action is taken.
4. Direction to Staff
5. Brief responses, clarifying questions and announcements
6. Identification of future agenda items



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3. What are the Notice & Agenda Requirements?



C. Types of Meetings:

1. Regular meetings – Agenda posted 72 hours in advance
2. Special meetings – Agenda posted 24 hours in advance
3. Emergency Meetings – Agenda posted at least 1 hour in advance



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3. What are the Notice & Agenda Requirements?



D. Location of Posting

1. Posted in publicly accessible location for entire posting period within jurisdiction.
2. If Charter School maintains a website, agenda must be posted on website.
3. By Jan. 1, 2019: posted on website through “prominent, direct link” on front page; current agenda appears at top; agenda must be downloadable and searchable; free access

E. Content of Agendas – Brief description of 20 words or less and public testimony time.

F. Closed Session Agendas

1. Use safe harbor language
2. Provide oral notice in advance of closed session
3. Make public report of action taken in closed session and roll call vote or abstention of every member, if any.



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3. What are the Notice & Agenda Requirements?



- G. Executive Compensation:** the Charter School cannot approve educational executive contract at special meeting and must orally report salary, salary schedule, or compensation and benefits in open session.
- H. Votes are Public:** the votes of individual Board members must be publicly reported, during meeting and in minutes.
- I. Board Minutes:** Include all material motions and votes.



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4. What are the Public's Rights?



- A. Public testimony
 - Addressing disruptive speakers?
- B. Taping or broadcasting
- C. No conditions of attendance
- D. Non-discriminatory facilities
- E. Copies of agendas and other public writings
- F. Must provide double the time for public testimony to persons utilizing an interpreter to ensure equal opportunity.



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5. What are the Permissible Closed Session Topics?



A. Confidentiality requirement

No Board member, staff member or invitee may disclose information from closed session without the authorization of the Board.



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5. What are the Permissible Closed Session Topics?



B. Authorized Closed Sessions

1. Personnel
 - Caveat - 24 hour written notice to employee if complaints and/or charges will be heard.
2. Real estate negotiations
3. Labor negotiations
4. Public security exception
5. Conference with legal counsel
6. Pupil discipline



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6. What are the Penalties & Remedies for Violating the Act?



- Civil remedies
 - Board action may be declared null and void
 - Injunctive relief may be obtained
 - Prevailing plaintiff awarded attorneys' fees
- Criminal penalties apply if one or more Board members intend to deprive the public of information to which the member knows or has reason to know the public is entitled.
- Potential charter revocation



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6. What are the Penalties & Remedies for Violating the Act?



Complaints and Challenges

- Notice and Demand for Cure or Cease and Desist
 - Can be brought by District Attorney or member of the public
 - Board must cure/respond within 30 days
 - Seek advice from legal counsel on response



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QUESTIONS AND RESPONSES

THANKS FOR ATTENDING TODAY!

SACRAMENTO OFFICE:
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SACRAMENTO, CA 95825

LOS ANGELES OFFICE:
5200 LANKERSHIM BLVD.
SUITE 370
NORTH HOLLYWOOD, CA 91601

SAN DIEGO OFFICE:
591 CAMINO DE LA REINA
SUITE 910
SAN DIEGO, CA 92108

WALNUT CREEK OFFICE:
500 YGNACIO VALLEY ROAD
SUITE 190
WALNUT CREEK, CA 94596

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Coversheet

Consent Items

Section: V. Consent Agenda Items
Item: B. Consent Items
Purpose: Vote
Submitted by:
Related Material: Year Ending June 30, 2020 Audit.pdf

YPI CHARTER SCHOOLS, INC.
**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**
YEAR ENDED JUNE 30, 2020

OPERATING:

Bert Corona Charter School: #0654
Monseñor Oscar Romero Charter School: #0931
Bert Corona High School: #1724



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**WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING**

**YPI CHARTER SCHOOLS, INC.
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YEAR ENDED JUNE 30, 2020**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
YPI Charter Schools, Inc.
Granada Hills, California

Report on the Financial Statements

We have audited the accompanying financial statements of YPI Charter Schools, Inc. (the School), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
YPI Charter Schools, Inc.

Opinion

In our opinion, the financial statements referred to on page 1 present fairly, in all material respects, the financial position of the School as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the School's financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The columns by location and eliminations on the statement of financial position, activities and cash flows and the accompanying supplementary schedules, as identified in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated March 25, 2021 on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness on the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Glendora, California
March 25, 2021

YPI CHARTER SCHOOLS, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2020

ASSETS	Bert Corona Charter School	Monseñor Oscar Romero Charter School	Bert Corona High School	Learning and Support Center	Eliminations	Total
CURRENT ASSETS						
Cash and Cash Equivalents	\$ 1,326,467	\$ 2,889,828	\$ 139,783	\$ 1,499,094	\$ -	\$ 5,855,172
Accounts Receivable - Federal and State	1,675,044	676,613	159,965	-	-	2,511,622
Accounts Receivable - Other	5,822	2,000	33	-	-	7,855
Intercompany Receivable	20,000	-	-	-	(20,000)	-
Prepaid Expenses and Other Assets	71,204	37,382	19,527	56,756	-	184,869
Total Current Assets	<u>3,098,537</u>	<u>3,605,823</u>	<u>319,308</u>	<u>1,555,850</u>	<u>(20,000)</u>	<u>8,559,518</u>
LONG-TERM ASSETS						
Property, Plant, and Equipment, Net	467,551	28,243,018	162,799	9,476	-	28,882,844
Other Long-Term Assets	850	-	-	9,766	-	10,616
Total Long-Term Assets	<u>468,401</u>	<u>28,243,018</u>	<u>162,799</u>	<u>19,242</u>	<u>-</u>	<u>28,893,460</u>
Total Assets	<u>\$ 3,566,938</u>	<u>\$ 31,848,841</u>	<u>\$ 482,107</u>	<u>\$ 1,575,092</u>	<u>\$ (20,000)</u>	<u>\$ 37,452,978</u>
LIABILITIES AND NET ASSETS						
CURRENT LIABILITIES						
Accounts Payable and Accrued Liabilities	\$ 734,050	\$ 1,042,559	\$ 65,641	\$ 63,965	\$ -	\$ 1,906,215
Intercompany Payable	-	-	20,000	-	(20,000)	-
Deferred Revenue	-	150,214	-	-	-	150,214
Amount Held for Others	43,663	71,311	-	-	-	114,974
Loans Payable, Current Portion	-	201,834	-	-	-	201,834
Total Current Liabilities	<u>777,713</u>	<u>1,465,918</u>	<u>85,641</u>	<u>63,965</u>	<u>(20,000)</u>	<u>2,373,237</u>
LONG-TERM LIABILITIES						
Loan Payable	-	7,527,017	-	1,527,500	-	9,054,517
Total Long-Term Liabilities	<u>-</u>	<u>7,527,017</u>	<u>-</u>	<u>1,527,500</u>	<u>-</u>	<u>9,054,517</u>
Total Liabilities	<u>777,713</u>	<u>8,992,935</u>	<u>85,641</u>	<u>1,591,465</u>	<u>(20,000)</u>	<u>11,427,754</u>
NET ASSETS						
Without Donor Restriction	<u>2,789,225</u>	<u>22,855,906</u>	<u>396,466</u>	<u>(16,373)</u>	<u>-</u>	<u>26,025,224</u>
Total Net Assets	<u>2,789,225</u>	<u>22,855,906</u>	<u>396,466</u>	<u>(16,373)</u>	<u>-</u>	<u>26,025,224</u>
Total Liabilities and Net Assets	<u>\$ 3,566,938</u>	<u>\$ 31,848,841</u>	<u>\$ 482,107</u>	<u>\$ 1,575,092</u>	<u>\$ (20,000)</u>	<u>\$ 37,452,978</u>

See accompanying Notes to Financial Statements.

YPI CHARTER SCHOOLS, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020

	Bert Corona Charter School	Monseñor Oscar Romero Charter School	Bert Corona High School	Learning and Support Center	Eliminations	Total
REVENUES, WITHOUT DONOR RESTRICTION						
State Revenue:						
State Aid	\$ 2,648,132	\$ 2,687,440	\$ 1,769,394	\$ -	\$ -	\$ 7,104,966
Other State Revenue	567,275	402,970	151,221	-	-	1,121,466
Federal Revenue:						
Grants and Entitlements	1,752,401	497,807	206,451	-	-	2,456,659
Local Revenue:						
In-Lieu Property Tax Revenue	1,069,451	1,039,186	550,166	-	-	2,658,803
Contributions	65,186	74,074	31,292	-	-	170,552
Interest Income	92	-	-	54	-	146
Other Revenue	19,175	1,086	210	1,361,010	(1,344,677)	36,804
Total Revenues	<u>6,121,712</u>	<u>4,702,563</u>	<u>2,708,734</u>	<u>1,361,064</u>	<u>(1,344,677)</u>	<u>13,549,396</u>
EXPENSES						
Program Services	5,117,941	3,827,247	2,076,354	-	-	11,021,542
Management and General	1,349,718	1,301,599	647,512	1,377,802	(1,344,677)	3,331,954
Total Expenses	<u>6,467,659</u>	<u>5,129,274</u>	<u>2,724,862</u>	<u>1,377,802</u>	<u>(1,344,677)</u>	<u>14,354,920</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTION						
	(345,947)	(426,711)	(16,128)	(16,738)	-	(805,524)
Net Assets - Beginning of Year	<u>3,135,172</u>	<u>23,282,617</u>	<u>412,594</u>	<u>365</u>	<u>-</u>	<u>26,830,748</u>
NET ASSETS - END OF YEAR	<u><u>\$ 2,789,225</u></u>	<u><u>\$ 22,855,906</u></u>	<u><u>\$ 396,466</u></u>	<u><u>\$ (16,373)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 26,025,224</u></u>

See accompanying Notes to Financial Statements.

YPI CHARTER SCHOOLS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2020

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Eliminations</u>	<u>Total Expenses</u>
Salaries and Wages	\$ 4,273,074	\$ 1,553,840	\$ -	\$ -	\$ 5,826,914
Pension Expense	627,633	59,544	-	-	687,177
Other Employee Benefits	688,963	257,925	-	-	946,888
Payroll Taxes	110,354	92,289	-	-	202,643
Legal Expenses	-	107,618	-	-	107,618
Accounting Expenses	-	15,135	-	-	15,135
Instructional Materials	812,301	959	-	-	813,260
Other Fees for Services	2,036,022	1,676,158	-	(1,344,677)	2,367,503
Information Technology	-	102,871	-	-	102,871
Advertising and Promotion Expenses	-	21,231	-	-	21,231
Office Expenses	262,093	208,286	-	-	470,379
Occupancy Expenses	881,377	262,501	-	-	1,143,878
Travel and Conference Expense	40,196	16,963	-	-	57,159
Interest Expense	-	77,083	-	-	77,083
Depreciation Expense	1,143,476	9,275	-	-	1,152,751
Insurance Expense	-	79,198	-	-	79,198
Other Expenses	146,053	135,755	1,424	-	283,232
Subtotal	<u>11,021,542</u>	<u>4,676,631</u>	<u>1,424</u>	<u>(1,344,677)</u>	<u>14,354,920</u>
Eliminations	<u>-</u>	<u>(1,344,677)</u>	<u>-</u>	<u>1,344,677</u>	<u>-</u>
Total Functional Expenses	<u>\$ 11,021,542</u>	<u>\$ 3,331,954</u>	<u>\$ 1,424</u>	<u>\$ -</u>	<u>\$ 14,354,920</u>

See accompanying Notes to Financial Statements.

**YPI CHARTER SCHOOLS, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2020**

	Bert Corona Charter School	Monseñor Oscar Romero Charter School	Bert Corona High School	Learning and Support Center	Eliminations	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Change in Net Assets	\$ (345,947)	\$ (426,711)	\$ (16,128)	\$ (16,738)	\$ -	\$ (805,524)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:						
Depreciation	261,361	819,474	62,641	9,275	-	1,152,751
Transfer of Property, Plant, and Equipment	81,300	(81,300)	-	-	-	-
Change in Operating Assets:						
Accounts Receivable - Federal and State	(856,232)	(140,595)	270,576	-	-	(726,251)
Accounts Receivable - Other	(2,822)	698	(33)	-	-	(2,157)
Intercompany Receivable	262,783	-	-	-	(262,783)	-
Prepaid Expenses and Other Assets	331,365	(14,373)	(11,650)	(47,587)	-	257,755
Other Long-Term Assets	(50)	-	-	-	-	(50)
Change in Operating Liabilities:						
Accounts Payable and Accrued Liabilities	536,480	123,053	(50,067)	(23,249)	-	586,217
Intracompany Payable	-	-	(262,783)	-	262,783	-
Deferred Revenue	(338,032)	-	-	-	-	(338,032)
Amounts Held for Others	21,889	4,272	-	-	-	26,161
Capital Lease Payable	(31,367)	(22,405)	-	-	-	(53,772)
Net Cash Provided (Used) by Operating Activities	<u>(79,272)</u>	<u>262,113</u>	<u>(7,444)</u>	<u>(78,299)</u>	<u>-</u>	<u>97,098</u>
CASH FLOWS FROM INVESTING ACTIVITIES						
Purchases of Property, Plant, and Equipment	(11,846)	(67,941)	(3,905)	-	-	(83,692)
Net Cash Used by Investing Activities	<u>(11,846)</u>	<u>(67,941)</u>	<u>(3,905)</u>	<u>-</u>	<u>-</u>	<u>(83,692)</u>
CASH FLOWS FROM FINANCING ACTIVITIES						
Proceeds from Debt	-	-	-	1,527,500	-	1,527,500
Repayments of Debt	-	(92,777)	(50,008)	-	-	(142,785)
Net Cash Provided (Used) by Financing Activities	<u>-</u>	<u>(92,777)</u>	<u>(50,008)</u>	<u>1,527,500</u>	<u>-</u>	<u>1,384,715</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(91,118)	101,395	(61,357)	1,449,201	-	1,398,121
Cash and Cash Equivalents - Beginning of Year	<u>1,417,585</u>	<u>2,788,433</u>	<u>201,140</u>	<u>49,893</u>	<u>-</u>	<u>4,457,051</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 1,326,467</u>	<u>\$ 2,889,828</u>	<u>\$ 139,783</u>	<u>\$ 1,499,094</u>	<u>\$ -</u>	<u>\$ 5,855,172</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION						
Cash Paid for Interest	<u>\$ 5,684</u>	<u>\$ 69,020</u>	<u>\$ 119</u>	<u>\$ 2,260</u>	<u>\$ -</u>	<u>\$ 77,083</u>

See accompanying Notes to Financial Statements.

**YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

YPI Charter Schools, Inc. (the School) is a California nonprofit public benefit corporation developed by the Youth Policy Institute (YPI). The School currently manages three charter schools: Bert Corona Charter School, Monseñor Oscar Romero Charter School, and Bert Corona Charter High School. All of these charter schools are funded principally through state of California public education monies received through the California Department of Education and the Los Angeles Unified School District (the District).

The School's vision is to equip urban students in grades 5-12 for academic success and active community participation. The majority of students come from predominantly Latino immigrant families with high poverty levels. The School seeks to close the achievement gap for these students by providing clear and high expectations for all students to achieve a personalized and supportive learning environment that recognizes students' accomplishments, family-school-community partnerships and service, and integrated technology in the classroom.

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the School's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit.

Cash and Cash Equivalents

The School defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

**YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Accounts Receivable

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2020. Management believes that all receivables are fully collectible; therefore, no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, if purchased or at estimated fair value, if donated. Depreciation is provided on a straight-line basis over the estimated useful lives of the asset. The School capitalizes all expenditures for land, buildings, and equipment in excess of \$1,000.

Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as a liability of the School. The entire compensated absences liability is reported on the statement of financial position. Employees of the School are paid for days or hours worked based upon board approved schedules which include vacation.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the School based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give (those with a measurable performance or other barrier and a right of return) are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the School has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2020, the School has received conditional grants of \$150,214 that are recognized as deferred revenue in the statement of financial position because conditions have not yet been met. As of June 30, 2020, the School has conditional grants of \$2,316,000 that have not been recognized as revenue in the statement of activities because conditions have not been met.

Income Taxes

The School is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The School is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The School files and exempt School return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Change in Accounting Principle

In May 2014, FASB issued Accounting Standards Update (ASU) 2014-09, *Revenues from Contracts with Customers (Topic 606)*. The update establishes the core principle that an entity should recognize revenue to depict the transfer of promised goods or services to customers in the amount that reflects the consideration to which the entity expects to be entitled in exchange for those good or services. The School has early adopted the implementation of ASU 2014-09 under the full retrospective approach. There was no material impact on the School's financial position and results of operations upon adoption of the new standard.

**YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Change in Accounting Principle (Continued)

In June 2018, FASB issued Accounting Standards Update (ASU) 2018-08, *Not-for-Profit Entities (Topic 958) – Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The update clarifies and improves the scope and the accounting guidance for contributions received and contributions made. The amendments in this update should assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal transactions) and (2) determining whether a contribution is conditional. The School has implemented ASU 2018-08 under the modified prospective approach. There was no material impact on the School’s financial position and results of operations upon adoption of the new standard.

Evaluation of Subsequent Events

The School has evaluated subsequent events through March 25, 2021, the date these financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date as of June 30, 2020 are comprised of the following:

Cash and Cash Equivalents	\$ 5,855,172
Accounts Receivable - Federal and State	2,511,622
Accounts Receivable - Other	7,855
Financial Assets Available for General Expenditure	\$ 8,374,649

As part of its liquidity management plan, the School monitors liquidity required and cash flows to meet operating needs on a monthly basis. The School structures its financial assets to be available as general expenditures, liabilities and other obligations come due.

NOTE 3 CONCENTRATION OF CREDIT RISK

The School maintains its cash and cash equivalents at high-credit quality financial institutions. Accounts at this institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At times, cash in these accounts exceeds the insured amounts. The School has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment in the accompanying financial statements is presented net of accumulated depreciation. Depreciation expense for the year ended June 30, 2020 was \$1,152,751.

YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT (CONTINUED)

The components of property, plant, and equipment as of June 30, 2020 are as follows:

	Bert Corona Charter School	Montsenor Oscar Romero Charter School	Bert Corona High School	Learning and Support Center	Total
Building	\$ 1,449,617	\$ 29,012,417	\$ -	\$ 6,686	\$ 30,468,720
Building Improvements	248,241	-	-	-	248,241
Computer and Equipment	1,082,292	604,396	313,004	39,590	2,039,282
Furniture	38,561	21,317	1,953	-	61,831
Subtotal	2,818,711	29,638,130	314,957	46,276	32,818,074
Less: Accumulated					
Depreciation	(2,351,160)	(1,395,112)	(152,158)	(36,800)	(3,935,230)
Total	<u>\$ 467,551</u>	<u>\$ 28,243,018</u>	<u>\$ 162,799</u>	<u>\$ 9,476</u>	<u>\$ 28,882,844</u>

NOTE 5 EMPLOYEE RETIREMENT

Multiemployer Defined Benefit Pension Plans

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the state of California. Certificated employees are members of the State Teachers' Retirement System (STRS).

The risks of participating in this multiemployer defined benefit pension plan are different from single employer plans because: (a) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature and detailed in Teachers' Retirement Law, and (c) if the School chooses to stop participating in the multiemployer plan, it may be required to pay a withdrawal liability to the plan. The School has no plans to withdraw from this multi-employer plan.

State Teachers' Retirement System (STRS)

Plan Description

The School contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS.

The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2019 total STRS plan net assets are \$273 billion, the total actuarial present value of accumulated plan benefits is \$392 billion, contributions from all employers totaled \$5.6 billion, and the plan is 66% funded. The School did not contribute more than 5% of the total contributions to the plan.

**YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 5 EMPLOYEE RETIREMENT (CONTINUED)

State Teachers' Retirement System (STRS) (Continued)

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 9.205% of their salary. The School is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the SIRS Teachers' Retirement Board. Under the 2014 funding plan, employer contributions on compensation creditable to the program will increase every year for the next seven years, up to 19.10% in 2020-21. The required employer contribution rate for year ended June 30, 2020 was 17.10% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

The School's contributions to STRS for the past three years are as follows:

Year Ended June 30,	Bert Corona Charter School		Monsenor Oscar Romero Charter School		Bert Corona High School	
	Required	Percent	Required	Percent	Required	Percent
	Contribution	Contributed	Contribution	Contributed	Contribution	Contributed
2018	\$ 189,918	100 %	\$ 153,453	100 %	\$ 127,421	100 %
2019	222,069	100 %	193,350	100 %	184,413	100 %
2020	245,692	100 %	209,606	100 %	154,773	100 %

Defined Contribution Plan

The School offers an Internal Revenue Code Section 403(b) retirement plan to each of its qualifying employees. The School matches up to 3% for classified employees. During the year ended June 30, 2020, the School contributed \$72,568 to this plan.

NOTE 6 OPERATING LEASES

Bert Corona Charter School

The School has a lease agreement for Bert Corona Charter School ending in June 2021. Rent expense for the year ended June 30, 2020 under these leases was \$124,150.

Learning and Support Center

The School leases facilities for its learning and support center until August 18, 2021. Rent expense for the year ended June 30, 2020 was \$63,139.

Future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	\$ 170,496
2022	7,062
Total	<u>\$ 177,558</u>

YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 7 LINE OF CREDIT

The School has a revolving line of credit with Pacific Western Bank. The line of credit has a principal of \$500,000 with a variable interest rate currently set at 4% annually. The line of credit was renewed until July 26, 2021. There was no outstanding balance as of June 30, 2020.

NOTE 8 DUE TO OTHERS

The School receives contributions for the YPI Parent Group and student groups. The amount of cash held payable to the Parent Group and student groups as of June 30, 2020 was \$114,974.

NOTE 9 LONG-TERM DEBT

Charter School Facilities Program Loan

Monseñor Oscar Romero Charter School was awarded \$15,643,256 through Proposition 1D of which \$7,821,628 was a grant and \$7,821,628 was a long-term debt with an interest rate of 2% per year. The liability is secured by the property acquired and constructed with these funds. Monthly payments of principal and interest began in January 2020 and are expected to be made through January 2049. As of June 30, 2020 the outstanding balance on this loan was \$7,728,851.

Paycheck Protection Program Loan

On April 25, 2020 the School received a loan from Pacific Western Bank in the amount of \$1,527,500 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the Paycheck Protection Program (the "PPP Loan"). The original loan agreement was written prior to the PPP Flexibility Act of 2020 (June 5) and was due over twenty-four months deferred for six months. Subsequent to this, the law changed the loan deferral terms retroactively. The PPP Flexibility Act and subsequent regulations supersede the loan agreement. The PPP Loan bears interest at a fixed rate of 1.0% per annum, with the first six months of interest deferred, has a term of two years, and is unsecured and guaranteed by the U.S. Small Business Administration. Payment of principal and interest is deferred until the date on which the amount of forgiveness is remitted to the lender or, if the organization fails to apply for forgiveness within ten months after the covered period, then payment of principal and interest shall begin on that date. These amounts may be forgiven subject to compliance and approval based on the timing and use of these funds in accordance with the program. To the extent that all or part of the PPP Loan is not forgiven, the School will be required to pay interest on the PPP Loan at a rate of 1.0% per annum, and commencing in August 2021 principal and interest payments will be required through the maturity date in April 2022.

YPI CHARTER SCHOOLS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 9 LONG-TERM DEBT (CONTINUED)

Principal payments for future years are as follows:

<u>Year Ending June 30.</u>	<u>CSFP</u>	<u>PPP</u>	<u>Total</u>
2021	\$ 201,834	\$ -	\$ 201,834
2022	205,834	1,527,500	1,733,334
2023	209,986	-	209,986
2024	214,222	-	214,222
2025	218,544	-	218,544
Thereafter	6,678,431	-	6,678,431
Total	<u>\$ 7,728,851</u>	<u>\$ 1,527,500</u>	<u>\$ 9,256,351</u>

NOTE 10 CONTINGENCIES, RISKS AND UNCERTAINTIES

The School has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

During the fiscal year, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. Subsequent to year-end, the COVID-19 pandemic continues to have significant effects on global markets, supply chains, businesses, and communities. Specific to the School, COVID-19 may impact various parts of its 2021 operations and financial results, including, but not limited to, loss of revenues, additional bad debts, costs for increased use of technology, or potential shortages of personnel. Management believes the School is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events are still developing.

NOTE 11 FUNCTIONALIZED EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include pension expense, other employee benefits, payroll taxes, other fees for services, and occupancy, which are allocated on the basis of estimates of time and effort.

NOTE 12 COMMITMENTS

The School has a co-location facility use agreement for Bert Corona High School with the Los Angeles Unified School District (the District). The total prorata share charge payments made for the year ended June 30, 2020 was \$223,575.

SUPPLEMENTARY INFORMATION

**YPI CHARTER SCHOOLS, INC.
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2020**

YPI Charter Schools, Inc. (the School) was established on November 17, 2003 and is a California nonprofit public benefit corporation. The School operates three sites: Bert Corona Charter School, Monseñor Oscar Romero Charter School, and Bert Corona Charter High, approved by the Los Angeles Unified School District as follows:

- Bert Corona Charter School (charter number 0654) – established in April 2004.
- Monseñor Oscar Romero Charter School (charter number 0931) – established in May 2007.
- Bert Corona Charter High (charter number 1724) – established in 2015.

The Board of Directors and the Administrators as of the year ended June 30, 2020 were as follows:

BOARD OF DIRECTORS

Member	Office	Term (In Years)	Term Expires
Mary Keipp	President	2	June 2021
Michael Green	Treasurer	2	June 2021
Sandra Mendoza	Secretary	2	June 2022
Walter Njboke	Member	2	June 2022
Dean Cho	Member	2	June 2022
Cesar Lopez	Member	2	June 2021

ADMINISTRATORS

Yvette King Berg	Executive Director
Ruben Dueñas	Chief Operating Officer/Executive Administrator

**YPI CHARTER SCHOOLS, INC.
 SCHEDULE OF INSTRUCTIONAL TIME
 YEAR ENDED JUNE 30, 2020
 (SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)**

	Instructional Minutes		Credited Minutes: COVID-19 School Closure Certification	Total Actual Plus Credited Minutes	Traditional Instructional Days	Credited Minutes: COVID-19 School Closure Certification	Total Actual Plus Credited Minutes	Status
	Requirement	Actual						
Bert Corona Charter School:								
Grade 5	54,000	46,756	19,708	66,464	124	54	178	In Compliance
Grade 6	54,000	46,750	19,704	66,454	124	54	178	In Compliance
Grade 7	54,000	46,750	19,704	66,454	124	54	178	In Compliance
Grade 8	54,000	46,756	19,708	66,464	124	54	178	In Compliance
Monseñor Oscar Romero Charter School:								
Grade 6	54,000	47,550	19,708	67,258	126	54	180	In Compliance
Grade 7	54,000	47,550	19,708	67,258	126	54	180	In Compliance
Grade 8	54,000	47,550	19,708	67,258	126	54	180	In Compliance
Bert Corona Charter High School:								
Grade 9	64,800	44,960	19,960	64,920	124	54	178	In Compliance
Grade 10	64,800	44,960	19,960	64,920	124	54	178	In Compliance
Grade 11	64,800	44,960	19,960	64,920	124	54	178	In Compliance
Grade 12	64,800	44,960	19,960	64,920	124	54	178	In Compliance

YPI CHARTER SCHOOLS, INC.
SCHEDULE OF AVERAGE DAILY ATTENDANCE
YEAR ENDED JUNE 30, 2020
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	Second Period Report		Annual Report	
	Classroom Based	Total	Classroom Based	Total
Bert Corona Charter School:				
Grades 5-6	135.77	135.77	135.77	135.77
Grades 7-8	218.50	218.50	218.50	218.50
Subtotal	354.27	354.27	354.27	354.27
Monseñor Oscar Romero Charter School:				
Grades 6	112.57	112.57	112.57	112.57
Grades 7-8	232.50	232.50	232.50	232.50
Subtotal	345.07	345.07	345.07	345.07
Bert Corona Charter High School:				
Grades 9-12	181.14	181.14	181.14	181.14
Subtotal	181.14	181.14	181.14	181.14
ADA Totals	880.48	880.48	880.48	880.48

YPI CHARTER SCHOOLS, INC.
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	<u>Bert Corona Charter School</u>	<u>Monseñor Oscar Romero Charter School</u>	<u>Bert Corona Charter High School</u>
June 30, 2020 Annual Financial Report Fund Balances (Net Assets)	\$ 2,789,225	\$ 22,855,906	\$ 396,466
Adjustments and Reclassifications:			
Increase (Decrease) of Fund Balance (Net Assets):			
Cash and Cash Equivalents	-	85	-
Prepaid Expenses and Other Assets	5,059	-	(5,160)
Accounts Payable and Accrued Liabilities	<u>(5,059)</u>	<u>(85)</u>	<u>5,160</u>
Net Adjustments and Reclassifications	<u>-</u>	<u>-</u>	<u>-</u>
June 30, 2020 Audited Financial Statement Fund Balances (Net Assets)	<u>\$ 2,789,225</u>	<u>\$ 22,855,906</u>	<u>\$ 396,466</u>

YPI CHARTER SCHOOLS, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2020
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

Federal Grantor/Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Bert Corona Charter School	Monseñor Oscar Romero Charter School	Bert Corona High School	Total
U.S. Department of Education						
Pass-Through Program from California						
Department of Education:						
Title I, Part A	84.010	14981	\$ 135,044	\$ 150,638	\$ 73,817	\$ 359,499
Title II, Part A, Teacher Quality	84.367	14341	16,675	17,693	10,914	45,282
Title III, Limited English Proficient Student Program	84.365	14346	9,634	10,077	3,765	23,476
Title IV, Part A, Student Support and Academic Enrichment	84.424A	N/A	10,074	11,237	10,000	31,311
Gaining Early Awareness and Readiness for Undergraduate Programs	84.334A	N/A	1,317,273	-	-	1,317,273
Special Education Cluster	84.027	13379	72,813	70,922	37,230	180,965
<i>Total U.S. Department of Education</i>			<u>1,561,513</u>	<u>260,567</u>	<u>135,726</u>	<u>1,957,806</u>
U.S. Department of Agriculture						
Pass-Through Program from California						
Department of Education:						
Child Nutrition Program Cluster:						
Especially Needy Breakfast Program	10.553	13526	71,652	89,051	26,548	187,251
National School Lunch Program	10.555	23165	110,207	136,698	44,177	291,082
Meal Supplements	10.555	13755	9,029	11,491	-	20,520
<i>Total U.S. Department of Agriculture</i>			<u>190,888</u>	<u>237,240</u>	<u>70,725</u>	<u>498,853</u>
 Total Federal Expenditures			<u>\$ 1,752,401</u>	<u>\$ 497,807</u>	<u>\$ 206,451</u>	<u>\$ 2,456,659</u>

N/A - Pass-Through entity number not readily available or not applicable.

**YPI CHARTER SCHOOLS, INC.
NOTES TO SUPPLEMENTARY INFORMATION
JUNE 30, 2020**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the School and whether the School complied with the corresponding provisions of the Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of the School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.

NOTE 4 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the School under programs of the federal governmental for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of operations of the School, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the School.

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 5 INDIRECT COST

The School has elected to use a rate other than the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
YPI Charter Schools, Inc.
Granada Hills, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of YPI Charter Schools, Inc. (the School), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows, for the year then ended, the related notes to the financial statements, and have issued our report thereon dated March 25, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
YPI Charter Schools, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
March 25, 2021



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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
YPI Charter Schools, Inc.
Granada Hills, California

Report on Compliance for Each Major Federal Program

We have audited the compliance of YPI Charter Schools, Inc. (the School) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020. The School's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and terms and conditions of federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the School's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the School's compliance.

Board of Directors
YPI Charter Schools, Inc.

Opinion on Each Major Federal Program

In our opinion, the School complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of the School is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the School's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance, for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the School's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance such that there is a reasonable possibility, that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
March 25, 2021



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INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
 YPI Charter Schools, Inc.
 Granada Hills, California

We have audited YPI Charter Schools, Inc.'s (the School) compliance with the types of compliance requirements described in the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2020. The School's state compliance requirements are identified in the table below.

Management's Responsibility

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditors' Responsibility

Our responsibility is to express an opinion on the School's compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. Our audit does not provide a legal determination of the School's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the School's compliance with the laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures Performed</u>
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not Applicable
Before and After School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes

Board of Directors
YPI Charter Schools, Inc.

<u>Description</u>	<u>Procedures Performed</u>
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based Charter Schools:	Not Applicable
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-based instructional/independent study	Not Applicable
Determination of funding for nonclassroom-based instruction	Not Applicable
Annual instructional minutes – classroom based	Yes
Charter School Facility Grant Program	Yes

Opinion on State Compliance

In our opinion, the School complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2020.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
March 25, 2021

**YPI CHARTER SCHOOLS, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2020**

Section I – Summary of Auditors’ Results

Financial Statements

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
- Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
3. Noncompliance material to financial statements noted? _____ yes x no

Federal Awards

1. Internal control over major federal programs:
- Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported
2. Type of auditors’ report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes x no

Identification of Major Federal Programs

CFDA Number(s)

84.334A

Name of Federal Program or Cluster

Gaining Early Awareness and Readiness for Undergraduate Programs

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

 x yes _____ no

**YPI CHARTER SCHOOLS, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2020**

All audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Findings and Questioned Costs – State Compliance

Our audit did not disclose any matters required to be reported in accordance with the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

**YPI CHARTER SCHOOLS, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2020**

There were no findings and questioned costs related to the basic financial statements, federal or state awards for the prior year.

Coversheet

February 2021 YPICS Financials

Section: VI. Items Scheduled For Action
Item: B. February 2021 YPICS Financials
Purpose: Vote
Submitted by:
Related Material: 20-21 YPICS Financials Board Packet 21.02.pdf
State and Federal Budget Update -YPICS.pptx

1 Key Performance Indicators

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

KEY POINTS

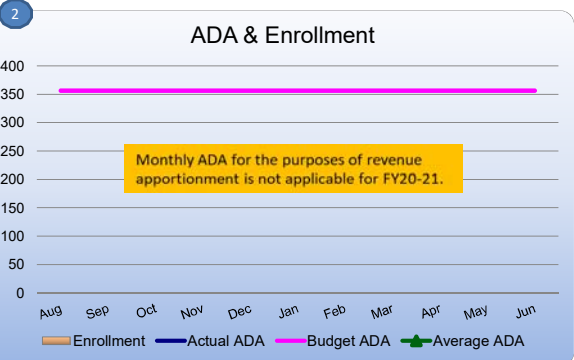
LCFF Revenue will be funded on FY19-20 P2 of 356.16

Revenue is projected to be higher than budget by \$59K. Higher than budget UPP counts increased LCFF projections by \$73K. Nutrition Revenue is lower by \$129K due to lower than budgeted participation rates.

Operating Expenses are projected to be above budget by \$59K.

Overall, **Net Income** is projected to be \$129K which is \$471 below budget.

Cash on hand at June 30, 2021 is forecasted to be \$1M which represents 14.8% of total expenses.



3 Average Daily Attendance Analysis

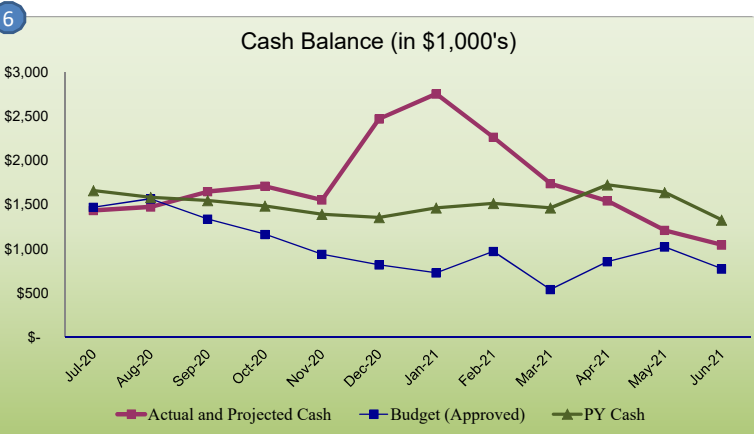
Category	Forecasted P2	Budgeted P2	Better/(Worse)	Prior Year P2
Enrollment	371	371	0	374
ADA %	96.0%	96.0%	0.0%	96.0%
Average ADA	356.16	356.16	0.00	354.27

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	77.4%	88.8%	11.4%	81.4%
3-Year Average %	79.9%	83.5%	3.7%	83.0%
District UPP C. Grant Cap	85.4%	85.4%	0.0%	85.4%

5 INCOME STATEMENT

INCOME STATEMENT	Forecast	VS. Budget		VS. Last Month		FY 20-21 YTD			Historical	
	As of 02/28/21	FY 20-21 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 19-20	FY 18-19
Local Control Funding Formula	3,713,633	3,640,790	72,843	3,713,633	0	2,167,827	2,135,494	32,333	3,683,607	3,710,179
Federal Revenue	3,120,989	3,145,894	(24,905)	3,112,101	8,888	573,799	1,314,116	(740,316)	1,752,401	3,312,201
State Revenue	358,092	365,412	(7,320)	357,351	741	174,632	157,876	16,756	376,784	678,133
Other Local Revenue	264,786	251,551	13,235	264,786	0	192,637	185,895	6,742	272,418	307,896
Grants/Fundraising	15,000	10,000	5,000	11,000	4,000	15,000	10,000	5,000	36,500	12,301
TOTAL REVENUE	7,472,500	7,413,647	58,853	7,458,870	13,629	3,123,896	3,803,380	(679,485)	6,121,710	8,020,710
Total per ADA	20,981	20,815	165	20,942	38				17,280	21,949
w/o Grants/Fundraising	20,939	20,787	151	20,912	27				17,177	21,915
Certificated Salaries	1,364,198	1,354,091	(10,108)	1,359,122	(5,077)	887,453	885,837	(1,616)	1,248,899	1,156,495
Classified Salaries	581,844	573,822	(8,021)	596,296	14,452	379,343	373,578	(5,765)	964,766	843,782
Benefits	615,690	612,899	(2,791)	618,053	2,363	409,695	419,566	9,871	680,531	591,941
Student Supplies	616,721	773,149	156,427	623,274	6,553	314,559	507,026	192,468	518,477	703,993
Operating Expenses	3,901,678	3,733,319	(168,360)	3,897,414	(4,264)	1,040,104	2,326,160	1,286,055	2,787,938	4,399,157
Other	263,334	236,863	(26,471)	260,767	(2,567)	176,097	158,556	(17,541)	267,045	261,064
TOTAL EXPENSES	7,343,466	7,284,143	(59,324)	7,354,926	11,460	3,207,250	4,670,722	1,463,472	6,467,657	7,956,432
Total per ADA	20,618	20,452	(167)	20,651	(32)				18,256	21,773
NET INCOME / (LOSS)	129,033	129,504	(471)	103,944	25,089	(83,355)	(867,342)	801,528	(345,947)	64,278
OPERATING INCOME	392,367	366,367	26,000	364,711	27,656	92,742	(708,786)	801,528	(84,586)	325,342
EBITDA	392,367	366,367	26,000	364,711	27,656	92,742	(708,786)	801,528	(78,902)	325,342



Year-End Cash Balance

Projected	Budget	Variance
1,044,616	773,481	271,135

7 Balance Sheet

Balance Sheet	6/30/2020	1/31/2021	2/28/2021	6/30/2021 FC
Assets				
Cash, Operating	1,326,467	2,754,205	2,264,921	1,044,616
Cash, Restricted	0	0	0	0
Accounts Receivable	1,675,044	147,300	147,300	2,486,368
Due From Others	25,822	5,822	5,822	165,822
Other Assets	66,995	70,546	12,481	138,215
Net Fixed Assets	467,551	413,462	390,727	303,489
Total Assets	3,561,879	3,391,334	2,821,251	4,138,510
Liabilities				
A/P & Payroll	560,370	673,163	75,416	878,409
Due to Others	212,281	39,962	39,962	46,786
Deferred Revenue	0	0	0	295,055
Total Debt	0	0	0	0
Total Liabilities	772,652	713,125	115,378	1,220,250
Equity				
Beginning Fund Bal.	3,135,174	2,789,227	2,789,227	2,789,227
Net Income/(Loss)	(345,947)	(111,019)	(83,355)	129,033
Total Equity	2,789,227	2,678,209	2,705,873	2,918,261
Total Liabilities & Equity	3,561,879	3,391,334	2,821,251	4,138,510
Days Cash on Hand	78	142	117	54
Cash Reserve %	21.4%	38.8%	32.0%	14.8%





BERT CORONA CHARTER SCHOOL

Financial Analysis

February 2021

Net Income

Bert Corona Charter School is projected to achieve a net income of \$129K in FY20-21 compared to \$130K in the board approved budget. Reasons for this negative \$1K variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of February 28, 2021, the school's cash balance was \$2.26M. By June 30, 2021, the school's cash balance is projected to be \$1.04M, which represents a 15% reserve.

As of February 28, 2021, the Accounts Receivable balance was \$147K, down from \$147K in the previous month, due to the receipt of revenue earned in FY19-20.

As of February 28, 2021, the Accounts Payable balance, including payroll liabilities, totaled \$75K, compared to \$673K in the prior month.

As of February 28, 2021, BCCS had zero debt balance.

Income Statement

Revenue

Total revenue for FY20-21 is projected to be \$7.47M, which is \$59K or 0.8% over budgeted revenue of \$7.41M.

Child Nutrition Federal Revenue – is projected to be below budget by \$128K due to lower participation rates for the Nutrition Program. This lower revenue is offset by lower nutrition costs

Other Federal Revenue - is projected to be over budget by \$104K due to changes in CARES Act guidance regarding expenses incurred in FY19-20.

Expenses

Total expenses for FY20-21 are projected to be \$7.34M, which is \$59K or 0.8% over budgeted expenditures of \$7.28M.

Core Curriculum Materials are projected to be higher than budget by 29K

Nutrition Program Food Supplies are projected to be lower than budget by \$185K due to lower participation rates for the nutrition program

Vendor Repairs are projected to be higher than budget by \$195K

Depreciation Expense is projected to be higher than budget by \$26K

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



ADA

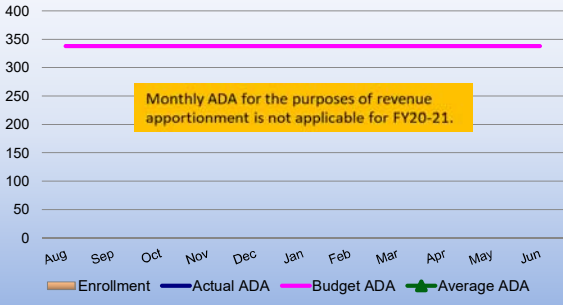
LCFF Revenue will be funded on FY19-20 P2 of 356.16

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

1 Key Performance Indicators

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

2 ADA & Enrollment



KEY POINTS

LCFF Revenue will be funded on FY19-20 P2 of 345.07

Revenue is projected to be lower than budget by \$118K due to reduction in participation rates for the nutrition program.

Operating Expenses are projected to be below budget by \$2290K due to reduction in participation rates for the nutrition program.

Overall, **Operating Net Income** is projected to be \$324K which is \$174K above budget.

Cash on hand at June 30, 2021 is forecasted to be \$1.9M which represents 40.7% of total expenses. This includes lending \$330K to the High School to mitigate state deferrals.

3 Average Daily Attendance Analysis

Category	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	353	353	0	353
ADA %	97.0%	97.0%	0.0%	97.4%
Average ADA	345.07	345.07	0.00	345.07

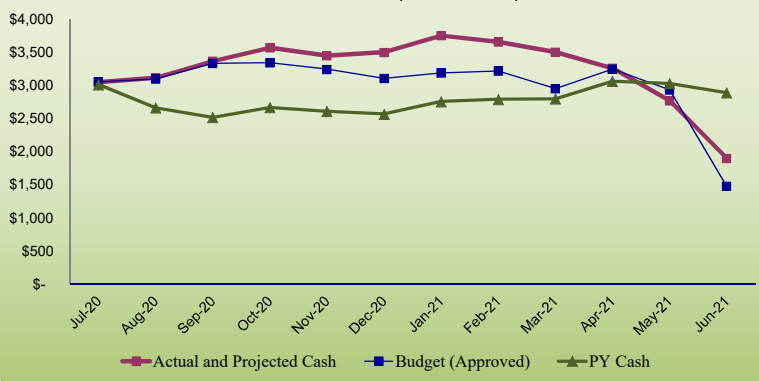
4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	94.0%	94.7%	0.7%	95.8%
3-Year Average %	95.2%	95.5%	0.2%	96.2%
District UPP C. Grant Cap	85.4%	85.4%	0.0%	85.4%

5 INCOME STATEMENT

INCOME STATEMENT	Forecast	VS. Budget		VS. Last Month		FY 20-21 YTD			Historical	
	As of 02/28/21	FY 20-21 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 19-20	FY 18-19
Local Control Funding Formula	3,695,309	3,693,988	1,321	3,695,309	0	2,131,502	2,170,019	(38,517)	3,696,024	3,409,039
Federal Revenue	819,966	941,871	(121,905)	812,330	7,636	542,131	551,606	(9,475)	497,807	554,092
State Revenue	211,995	224,847	(12,852)	211,358	637	58,634	139,666	(81,032)	207,888	6,906,886
Other Local Revenue	251,013	236,025	14,988	251,013	0	176,709	181,696	(4,987)	287,391	260,909
Grants/Fundraising	11,152	11,152	0	11,152	0	7,402	2,152	5,250	13,453	17,250
TOTAL REVENUE	4,989,436	5,107,884	(118,448)	4,981,163	8,273	2,916,378	3,045,139	(128,761)	4,702,564	11,148,176
Total per ADA	14,459	14,802	(343)	14,435	24				13,628	33,872
w/o Grants/Fundraising	14,427	14,770	(343)	14,403	24				13,589	33,819
Certificated Salaries	1,276,916	1,284,446	7,530	1,283,046	6,130	820,201	826,259	6,058	1,217,447	1,191,556
Classified Salaries	468,075	503,249	35,174	479,411	11,336	295,667	323,039	27,372	526,357	439,467
Benefits	522,143	552,100	29,957	522,435	292	363,119	384,571	21,452	564,446	534,898
Student Supplies	621,340	801,881	180,542	621,187	(152)	275,692	487,059	211,367	419,672	1,292,297
Operating Expenses	1,635,641	1,661,131	25,490	1,629,084	(6,556)	675,143	1,026,980	351,837	1,512,858	1,426,232
Other	957,985	969,042	11,057	969,265	11,280	635,083	646,954	11,872	888,494	407,190
TOTAL EXPENSES	5,482,098	5,771,849	289,750	5,504,428	22,330	3,064,905	3,694,862	629,957	5,129,275	5,291,639
Total per ADA	15,887	16,727	840	15,952	(65)				14,864	16,078
NET INCOME / (LOSS)	(492,663)	(663,965)	171,302	(523,265)	30,603	(148,527)	(649,723)	489,324	(426,711)	5,856,536
OPERATING INCOME	324,292	150,401	173,892	292,120	32,172	396,657	(106,314)	502,971	392,763	6,263,726
EBITDA	465,322	305,077	160,245	446,000	19,322	486,555	(2,769)	489,324	461,783	6,263,726

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



Year-End Cash Balance		
Projected	Budget	Variance
1,900,194	1,479,020	421,174

7 Balance Sheet

Balance Sheet	6/30/2020	1/31/2021	2/28/2021	6/30/2021 FC
Assets				
Cash, Operating	2,816,839	3,677,972	3,581,124	1,900,194
Cash, Restricted	72,902	72,902	72,902	0
Accounts Receivable	676,614	12,823	12,823	1,246,430
Due From Others	2,000	2,000	2,000	332,000
Other Assets	37,382	51,216	21,929	76,634
Net Fixed Assets	28,243,019	27,812,110	27,743,616	27,471,846
Total Assets	31,848,756	31,629,024	31,434,395	31,027,103
Liabilities				
A/P & Payroll	617,684	705,686	624,434	327,479
Due to Others	496,100	331,799	330,787	334,760
Deferred Revenue	150,214	150,214	150,214	465,015
Total Debt	7,728,852	7,621,581	7,621,581	7,536,605
Total Liabilities	8,992,850	8,809,280	8,727,016	8,663,859
Equity				
Beginning Fund Bal.	23,282,617	22,855,906	22,855,906	22,855,906
Net Income/(Loss)	(426,711)	(36,163)	(148,527)	(492,663)
Total Equity	22,855,906	22,819,743	22,707,379	22,363,244
Total Liabilities & Equity	31,848,756	31,629,024	31,434,395	31,027,103
Days Cash on Hand	239	286	280	149
Cash Reserve %	65.4%	78.4%	76.8%	40.7%



MONSEÑOR OSCAR ROMERO CHARTER SCHOOL

Financial Analysis

February 2021

Net Income

Monsenor Oscar Romero Charter School is projected to achieve a net income of -\$493K in FY20-21 compared to -\$664K in the board approved budget. Reasons for this positive \$171K variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of February 28, 2021, the school's cash balance was \$3.58M. By June 30, 2021, the school's cash balance is projected to be \$1.90M, which represents a 41% reserve.

As of February 28, 2021, the Accounts Receivable balance was \$13K, down from \$13K in the previous month, due to the receipt of revenue earned in FY19-20.

As of February 28, 2021, the Accounts Payable balance, including payroll liabilities, totaled \$624K, compared to \$706K in the prior month.

As of February 28, 2021, MORCS had a debt balance of \$7.62M compared to \$7.62M in the prior month. An additional \$85K will be paid this fiscal year.

Income Statement

Revenue

Total revenue for FY20-21 is projected to be \$4.99M, which is \$118K or 2.3% under budgeted revenue of \$5.11M.

Child Nutrition Federal Revenue – is projected to be below budget by \$170K due to lower participation rates for the Nutrition Program. This lower revenue is offset by lower nutrition costs

Other Federal Revenue - is projected to be over budget by \$48K due to changes in CARES Act guidance regarding expenses incurred in FY19-20.

Expenses

Total expenses for FY20-21 are projected to be \$5.48M, which is \$290K or 5.0% under budgeted expenditures of \$5.77M.

Nutrition Program Food Supplies are projected to be lower than budget by \$181K due to lower participation rates for the nutrition program

ADA

LCFF Revenue will be funded on FY19-20 P2 of 345.07

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

1 Key Performance Indicators

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

KEY POINTS

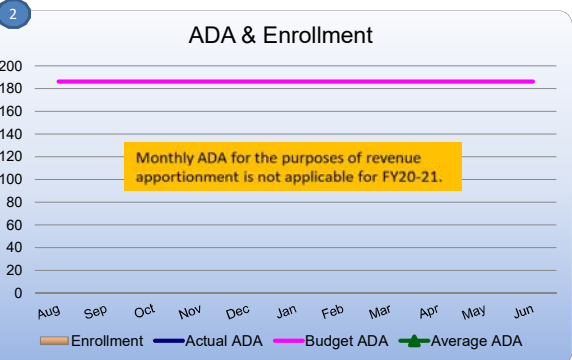
LCFF Revenue will be funded on FY19-20 P2 of 181.14

Revenue is projected to be higher than budget by \$68K.

Operating Expenses are projected to be below budget by \$51K.

Overall, Net Income is projected to be \$19K which is \$17K above budget.

Cash on hand at June 30, 2021 is forecasted to be \$155K which represents 5.2% of total expenses. This includes borrowing \$330K from MORCS to mitigate state deferrals.



3 Average Daily Attendance Analysis

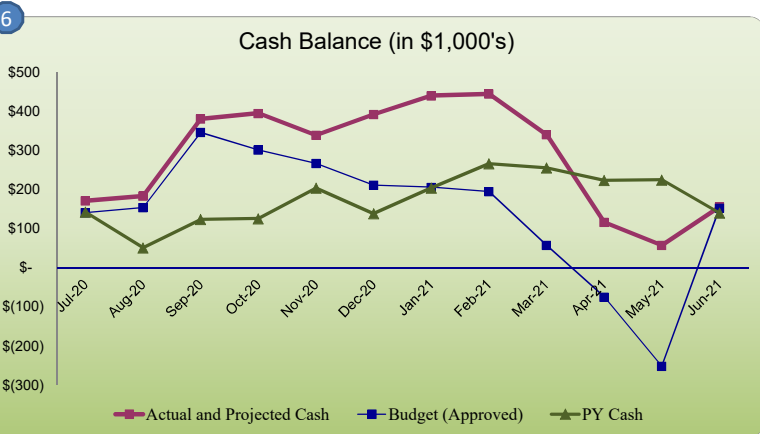
Category	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Year P2
Enrollment	195	195	0	195
ADA %	95.0%	95.0%	0.0%	94.0%
Average ADA	181.14	181.14	0.00	181.14

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	91.4%	93.2%	1.8%	93.7%
3-Year Average %	88.1%	88.6%	0.5%	85.9%
District UPP C. Grant Cap	85.4%	85.4%	0.0%	85.4%

5 INCOME STATEMENT

INCOME STATEMENT	Forecast	VS. Budget		VS. Last Month		FY 20-21 YTD			Historical	
	As of 02/28/21	FY 20-21 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 19-20	FY 18-19
Local Control Funding Formula	2,258,503	2,256,770	1,733	2,258,503	0	1,352,553	1,329,417	23,136	2,298,837	2,716,059
Federal Revenue	595,679	537,436	58,243	593,716	1,963	377,471	345,669	31,802	206,451	235,881
State Revenue	71,694	70,207	1,487	71,530	164	40,934	23,541	17,392	55,571	299,784
Other Local Revenue	137,637	122,594	15,043	133,500	4,137	109,029	90,394	18,635	134,674	203,095
Grants/Fundraising	3,000	12,000	(9,000)	3,000	0	-	11,427	(11,427)	13,202	40,547
TOTAL REVENUE	3,066,513	2,999,006	67,507	3,060,249	6,264	1,879,987	1,800,449	79,537	2,708,735	3,495,366
Total per ADA	16,929	16,556	373	16,894	35				14,954	15,679
w/o Grants/Fundraising	16,912	16,490	422	16,878	35				14,881	15,497
Certificated Salaries	913,134	937,697	24,563	920,505	7,371	583,476	601,977	18,501	905,595	1,094,402
Classified Salaries	389,064	310,081	(78,983)	386,750	(2,314)	254,265	201,870	(52,395)	303,496	408,964
Benefits	418,626	419,255	629	416,870	(1,756)	292,163	294,588	2,424	390,733	530,086
Student Supplies	403,526	416,855	13,329	406,637	3,112	131,004	234,631	103,626	190,042	324,559
Operating Expenses	873,937	863,581	(10,356)	864,645	(9,291)	465,761	563,494	97,733	872,236	1,020,213
Other	49,162	49,384	222	49,114	(48)	33,240	33,516	276	62,760	30,819
TOTAL EXPENSES	3,047,448	2,996,852	(50,596)	3,044,521	(2,927)	1,759,910	1,930,075	170,165	2,724,863	3,409,043
Total per ADA	16,824	16,544	(279)	16,808	16				15,043	15,292
NET INCOME / (LOSS)	19,065	2,154	16,911	15,728	3,337	120,077	(129,625)	249,427	(16,128)	86,323
OPERATING INCOME	68,226	51,538	16,689	64,841	3,385	153,317	(96,110)	249,427	46,513	116,892
EBITDA	68,226	51,538	16,689	64,841	3,385	153,317	(96,110)	249,427	46,632	117,143



Year-End Cash Balance

Projected	Budget	Variance
155,072	151,587	3,485

7 Balance Sheet

Balance Sheet	6/30/2020	1/31/2021	2/28/2021	6/30/2021 FC
Assets				
Cash, Operating	139,783	439,535	444,275	155,072
Cash, Restricted	0	0	0	0
Accounts Receivable	159,965	(0)	(0)	767,253
Due From Others	33	33	33	33
Other Assets	24,687	28,556	10,865	10,865
Net Fixed Assets	162,799	147,541	143,580	127,658
Total Assets	487,267	615,665	598,752	1,060,880
Liabilities				
A/P & Payroll	65,775	98,349	82,135	129,860
Due to Others	25,026	74	74	332,161
Deferred Revenue	0	0	0	183,329
Total Debt	(0)	(0)	(0)	(0)
Total Liabilities	90,801	98,423	82,209	645,350
Equity				
Beginning Fund Bal.	412,594	396,466	396,466	396,466
Net Income/(Loss)	(16,128)	120,776	120,077	19,065
Total Equity	396,466	517,242	516,543	415,531
Total Liabilities & Equity	487,267	615,665	598,752	1,060,880
Days Cash on Hand	19	54	54	19
Cash Reserve %	5.3%	14.7%	14.8%	5.2%





Bert Corona Charter High School Financial Analysis February 2021

Net Income

Bert Corona Charter High School is projected to achieve a net income of \$19K in FY20-21 compared to \$2K in the board approved budget. Reasons for this positive \$17K variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of February 28, 2021, the school's cash balance was \$444K. By June 30, 2021, the school's cash balance is projected to be \$155K, which represents a 5% reserve.

As of February 28, 2021, the Accounts Receivable balance was zero. All of FY19-20 revenue has been received.

As of February 28, 2021, the Accounts Payable balance, including payroll liabilities, totaled \$82K, compared to \$98K in the prior month.

As of February 28, 2021, BCHS had zero debt. BCHS is projecting the need to borrow from MORCS \$330K by 06/30/20 to mitigate state revenue deferrals.

Income Statement

Revenue

Total revenue for FY20-21 is projected to be \$3.07M, which is \$68K or 2.3% over budgeted revenue of \$3.00M.

Other Federal Revenue - is projected to be over budget by \$48K due to changes in CARES Act guidance regarding expenses incurred in FY19-20.

Expenses

Total expenses for FY20-21 are projected to be \$3.05M, which is \$51K or 1.7% over budgeted expenditures of \$3.00M.

Classified Salaries are projected to be above budget by \$79K

ADA

LCFF Revenue will be funded on FY19-20 P2 of 181.14

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 02/01/21 to 03/31/21**

Check #	Vendor Name	Date	Description	Amount
309791	7 LAYER IT SOLUTIONS, INC.	2/16/2021	2/21- PLATINUM MANAGEMENT SERVICES (29)	1,370.00
309850	7 LAYER IT SOLUTIONS, INC.	3/5/2021	3/21-PLATINUM NETWORKS DEVICES (71)	1,370.00
309766	AFLAC WORLDWIDE HEADQUARTERS	2/5/2021	1/21- HEALTH PREMIUM ACC#JBP28	2,378.58
309845	AFLAC WORLDWIDE HEADQUARTERS	3/5/2021	2/21- HEATH PREMIUM ACC#JBP28	2,378.58
309909	AFLAC WORLDWIDE HEADQUARTERS	3/31/2021	3/21- HEALTH PREMIUM #JBP28	2,219.32
309747	ALYSSA COTO	2/5/2021	7/28/20-LIVE SCAN REIMBURSEMENT	59.00
309880	Andre Davis	3/23/2021	FINAL CHECK	1,610.16
309879	Andrea Andrade	3/23/2021	FINAL CHECK	1,237.49
309753	APPLE INC.	2/5/2021	13-INCH MACBOOK PRO WITH TOUCH BAR: NUMBER: MYD82LL/A (2)	38,498.89
309786	APPLE INC.	2/16/2021	13-INCH MACBOOK PRO WITH TOUCH BAR - PART NUMBER: MYDD2LL/A (6	160,838.73
309799	APPLE INC.	2/25/2021	16-INCH MACBOOK PRO WITH TOUCH BAR: NUMBER: MVVJ2LL/A (4)	69,426.63
309893	APPLE INC.	3/26/2021	13-INCH MACBOOK PRO: APPLE M1 CHIP WITH 8-CORE CPU/GPU, 256GB (1	11,866.15
309905	APPLE INC.	3/31/2021	3-YEAR APPLE CARE+ FOR SCHOOLS - 13-INCH MACBOOK 10 PRO (10)	16,155.50
309885	AT&T	3/26/2021	1/16-2/15/21- FAX SERVICES	920.48
309765	AT&T MOBILITY	2/5/2021	12/20/20 - 01/19/21 - CELL PHONES	8,411.18
309832	AT&T MOBILITY	3/5/2021	01/20 - 02/19/21 - CELL PHONES	3,620.65
309829	A-TECH SYSTEMS	3/5/2021	1/29/21- ALARM SERVICES	495.00
309883	B&B HEATING, AIR CONDITIONING & ELECTRICAL	3/26/2021	AC- REPAIR	220.00
02/26/21EPM	BENECO	2/26/2021	03/21 - HEALTH PREMIUM	46,171.19
03/31/21EPM	BENECO	3/31/2021	04/21 - HEALTH PREMIUM	67,502.81
309779	BETTER 4 YOU MEALS, INC.	2/9/2021	1/21- STUDENTS BREAKFAST (650)	3,600.68
309789	BETTER 4 YOU MEALS, INC.	2/16/2021	1/21- STUDENTS BREAKFAST (1075)	10,090.18
309861	BETTER 4 YOU MEALS, INC.	3/12/2021	2/21- STUDENTS BREAKFAST (1650)	12,507.33
309807	BUR-CAL TERMITE & PEST CONTROL INC.	2/25/2021	1/27/21- SCHOOL CAMPUS TREATED FOR GENERAL PEST	385.00
309864	BUR-CAL TERMITE & PEST CONTROL INC.	3/12/2021	1/14/21-LIVE ANIMAL TRAP SET UP AND REMOVAL	225.00
309780	CHARTERSAFE	2/9/2021	3/21- WORKERS' COMPENSATION PREMIUM	15,395.00
309849	CHARTERSAFE	3/5/2021	4/21- WORKERS' COMPENSATION PREMIUM	15,395.00
309822	CLIFTONLARSONALLEN LLP	3/5/2021	PROGRESS BILLING FOR AUDIT SERVICES YEAR ENDING JUN2 30, 2020	2,100.00
309782	COMMISSION ON TEACHER CREDENTIALING	2/9/2021	VOID - \$100.00 - LIMITED ASSIGNMENT PERMIT - SIHN	0.00
309817	COMMISSION ON TEACHER CREDENTIALING	2/25/2021	EMERGENCY CLAD PERMIT - AVELAR	100.00
309820	COMMISSION ON TEACHER CREDENTIALING	3/2/2021	LIMITED ASSIGNMENT PERMIT - SIHN	100.00
309878	COMMISSION ON TEACHER CREDENTIALING	3/17/2021	VOID - \$100.00 - EMERGENCY CLAD PERMIT - DAVIS	0.00
309770	CROSS COUNTRY EDUCATION	2/9/2021	11/9-11/13/20- SPECIAL ED SERVICES	16,754.39
309785	CROSS COUNTRY EDUCATION	2/16/2021	1/4/21- SPECIAL ED SERVICES	124.50
309870	CROSS COUNTRY EDUCATION	3/17/2021	1/24-1/29/21 SPECIAL ED SERVICES	15,620.41
309884	CROSS COUNTRY EDUCATION	3/26/2021	1/31-2/5/21- SPECIAL ED SERVICES	14,793.95
309793	DAVE ROSENBERG	2/16/2021	UCLA-REIMBURSEMENT FOR INTRO TO CINEMATOGRAPHY COURSE	699.00
309862	DIANA GAMEZ	3/12/2021	UTILITY CART FOR THE MEAL PROGRAM (3)	876.49
309816	Document Tracking Services	2/25/2021	4/15/21-4/15/22- SPANISH SCHOOL ACCOUNTABILITY REPORT CARD	1,165.00
309855	Edgeunity Inc.	3/12/2021	MYPATH READING AND MATH SITE LICENSE FOR UNDER 200 CAMPUS ENI	4,245.00
309746	EXED	2/5/2021	01/21 Management Contract Fee & CALPADS & SIS Support Services	21,336.00
309852	EXED	3/12/2021	02/21 Management Contract Fee & CALPADS & SIS Support Services	21,336.00
309896	EXPLORE LEARNING	3/26/2021	RENEWAL OF EXTEACH GIZMOS TEACHER PLUS STUDENTS LICENSE	1,750.00
309781	FRANCISCO TOPETE	2/9/2021	1/16-1/31/21- MAINTENANCE SERVICES	981.00
309856	FRANCISCO TOPETE	3/12/2021	2/1-2/15/21- MAINTENANCE SERVICES	2,071.00
309887	FRANCISCO TOPETE	3/26/2021	3/1-3/15/21- MAINTENANCE SERVICES	1,199.00
309761	FRONTIER	2/5/2021	1/13-2/12/21- FAX 818 834-8075	234.77
309833	FRONTIER	3/5/2021	2/13-3/12/21- FAX 818 834-8075	241.81
309894	FRONTIER	3/26/2021	3/13-4/12/21- FAX 818 834-8075	242.77
309777	GREEN WORKS SOLUTIONS	2/9/2021	8/9 GUTTERS/DOWNSPOUTS	11,700.00
309787	GREEN WORKS SOLUTIONS	2/16/2021	ROOF MENDS BUILDINGS A/1, 6/7, 8/9, 10/11, 12/13, 14/15	21,590.00
309886	GREEN WORKS SOLUTIONS	3/26/2021	BOYS BATHROOM DRAIN AND SUPPORTS / SINKS	21,150.00
309868	GUARDIAN SAFETY & SUPPLY, LLC	3/16/2021	VERIFLO HEALTHCARE PAPR KIT - LARGE (5)	21,699.14
309907	GUARDIAN SAFETY & SUPPLY, LLC	3/31/2021	VERSAFLO HEALTHCARE PAPR KIT- S, M AND L (24)	21,699.14
309762	HESS AND ASSOCIATES, INC.	2/5/2021	2ND. QUARTER FY - 2021 RETIREMENT REPORT	150.00
309818	HESS AND ASSOCIATES, INC.	2/25/2021	2ND QUARTER F/Y 20/21- RETIREMENT. REPORT	260.00
309888	HOME DEPOT CREDIT SERVICES	3/26/2021	CLEANING SUPPLIES	428.99
309758	INLAND MECHANICAL SERVICES	2/5/2021	1/21- AC MAINTENANCE	460.00
309796	INLAND MECHANICAL SERVICES	2/16/2021	2/21- AC-MAINTENANCE	460.00
309898	JENNIFER I. OBANDO-SALGUERO	3/26/2021	PSYCHOLOGICAL EVALUATION	3,100.00
309748	JENY ORTEZ	2/5/2021	12/17- AMAZON -POSTAGE TO MAIL POSTAL CARD TO STUDENTS	37.00
309828	Jimmy Zepeda	3/5/2021	6"X11"POSTCARDS PRINTED BOTH SIDES (1,500)	300.00
309866	KELLY PAPER	3/12/2021	KELLY EVERYDAY LABEL	148.80
309874	KELLY PAPER	3/17/2021	WHITE COPY PAPER (35)	440.23
309752	KEVIN LOPEZ	2/5/2021	HOME DEPOT-TOOLS	83.02
309751	KEVIN MYERS	2/5/2021	MACBOOK PRO 13.3" LAPTOP FOR TEACHER MARIANA MYERS	1,663.13
309831	KRISTEL RIVERA	3/5/2021	TB TEST/LIVE SCAN REIMBURSEMENT FOR INTERN	153.00
309794	LA DEPT. OF WATER AND POWER	2/16/2021	12/31-2/4/21- ELECTRIC CHARGES	5,331.86
309843	LA DEPT. OF WATER AND POWER	3/5/2021	1/19-2/20/21- WATER CHARGES	2,604.61
309853	LA DEPT. OF WATER AND POWER	3/12/2021	10/28/20-1/5/21- SEWER CHARGES	553.62
309892	LA DEPT. OF WATER AND POWER	3/26/2021	2/4-3/2/21- ELECTRIC CHARGES	4,157.51
309826	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	3/5/2021	1/21 - LEGAL SERVICES	1,274.96
309863	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	3/12/2021	2/21- LEGAL SERVICES	118.00
309904	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	3/31/2021	2/21- LEGAL SERVICES	932.80
309830	LOBBY TRAFFIC SYSTEMS INC.	3/5/2021	REPAIR PARKING GATE	423.75

**YPI Charter Schools
Check Register
From 02/01/21 to 03/31/21**

Check #	Vendor Name	Date	Description	Amount
309806	Los Angeles Unified School District	2/25/2021	Pro Rata Share - 03/21	6,212.30
309900	Los Angeles Unified School District	3/30/2021	Pro Rata Share - 04/21	6,212.30
309768	LUIS GIRON	2/5/2021	1/21- LANDSCAPE SERVICES	1,000.00
309819	LUIS GIRON	2/25/2021	2/21- LANDSCAPING SERVICES	800.00
309859	LUIS GIRON	3/12/2021	TREE TRIMMING SERVICES	3,200.00
309823	MADISON DILBECK	3/5/2021	TB TEST / LIVE SCAN REIMBURSEMENT (INTERN)	102.50
309755	MAJOR METROPOLITAN SECURITY	2/5/2021	2/21- MONITORING FIRE ALARM	405.00
309811	MAJOR METROPOLITAN SECURITY	2/25/2021	3/21 MONITORING FIRE ALARM	405.00
309890	MAJOR METROPOLITAN SECURITY	3/26/2021	4/21 - MONITORING FIRE SERVICES	405.00
309771	Marina Martinez	2/9/2021	TB TEST/LIVE SCAN REIMBURSEMENT FOR INTERN	119.00
309778	MASERGY CLOUD COMMUNICATIONS, INC	2/9/2021	1/21- COMMUNICATIONS SERVICES	1,803.14
309839	MASERGY CLOUD COMMUNICATIONS, INC	3/5/2021	2/21 - COMMUNICATIONS SERVICES	1,853.72
309908	MASERGY CLOUD COMMUNICATIONS, INC	3/31/2021	3/21- COMMUNICATIONS SERVICES	1,831.33
309774	MCCALLA COMPANY	2/9/2021	MASK DISPOSABLE (5)	2,888.29
309860	MCCALLA COMPANY	3/12/2021	FACE MASK DISPOSABLE (10)	301.05
309844	MICHELLE GARBER	3/5/2021	TB /TEST LIVE SCAN REIMBURSEMENT FOR INTERN	86.54
309824	MJP Technologies, Inc	3/5/2021	HP CHROMEBOOK REPAIRS	1,566.21
309821	Nadia S Rosales	3/5/2021	TB TEST/ LIVESCAN REIMBURSEMENT FOR AN INTERN	107.00
309798	Newsela, Inc.	2/25/2021	12/25/20-6/24/22- ALL ACCESS PD PASS- SCHOOL LICENSE	17,700.00
309764	NOTABLE, INC.	2/5/2021	KAMI SCHOOL PLAN SCHOOL YEAR 2020-2021 (778)	2,334.00
309882	OFFSITE OFFICE EQUIPMENT STORAGE	3/26/2021	PRINTER- PICK UP AND 9 MONTHS STORAGE	1,790.00
309783	Parchment LLC	2/16/2021	8/5/20 - 8/4/21- ANNUAL SUBSCRIPTION MULTI. CREDENTIAL K12	850.00
309827	Paseki Strategies Corporation	3/5/2021	ORANSI EJ AIR PURIFIER (12)	26,400.00
309760	PETER HUANG AND LORETTA HUANG	2/5/2021	12/16-1/12/21- ELECTRIC CHARGES	233.13
309805	PETER HUANG AND LORETTA HUANG	2/25/2021	03/21 - RENT	3,500.00
309846	PETER HUANG AND LORETTA HUANG	3/5/2021	01/12-2/25/21- ELECTRIC CHARGES	560.10
309875	PETER HUANG AND LORETTA HUANG	3/17/2021	2/25-3/12/21- ELECTRIC CHARGES	198.32
309899	PETER HUANG AND LORETTA HUANG	3/30/2021	04/21 - RENT	3,500.00
309797	PresenceLearning, Inc.	2/25/2021	9/8/20- SPECIAL ED SERVICES	785.23
309769	PRN NURSING CONSULTANTS	2/9/2021	11/4/20 SPECIAL ED SERVICES	900.00
309835	PRN NURSING CONSULTANTS	3/5/2021	1/26/21- SPECIAL ED SERVICES	225.00
309895	PRN NURSING CONSULTANTS	3/26/2021	2/17/21- SPECIAL ED SERVICES	675.00
309795	PURE WATER OF LA	2/16/2021	2/21- WATER COOLER MAINTENANCE	76.65
309865	PURE WATER OF LA	3/12/2021	3/21- WATER COOLER MAINTENANCE	76.65
309802	Quadient Finance USA, Inc.	2/25/2021	1/21- EQUIPMENT RENTAL	83.88
309838	Quadient Finance USA, Inc.	3/5/2021	FINANCE CHARGES	499.00
309889	Quadient Finance USA, Inc.	3/26/2021	3/21- EQUIPEMENT RENTAL (POSTAGE MACHINE)	93.75
309792	RENE QUON	2/16/2021	IIRP- REGISTRATION FOR VIRTUAL CONFERENCE -D. BROWN,E.CRUIZ AND	1,350.00
309776	REPUBLIC SERVICES #902	2/9/2021	2/21- WASTE DISPOSAL SERVICES. ACC#9496	1,318.93
309842	REPUBLIC SERVICES #902	3/5/2021	3/21- WASTE DISPOSAL SERVICES ACC#9496	1,318.93
309788	RICOH USA Inc.	2/16/2021	2/13-3/12/21- COPIER LEASE	2,599.33
309841	RICOH USA Inc.	3/5/2021	3/13-4/12/21- COPIER LEASE	2,599.33
309858	RICOH USA Inc.	3/12/2021	2/27/21- OVERAGE CHARGED	1,201.52
309749	Riverside Assessments, LLC	2/5/2021	WOODCOCK-JOHNSON ACHIEVEMENT STANDARD & EXTENDED FORM B 1	237.98
309803	San Fernando Valley Japanese American Community Ce	2/25/2021	03/21 - RENT	9,500.00
309901	San Fernando Valley Japanese American Community Ce	3/30/2021	04/21 - RENT	9,500.00
309772	SCHOOL OUTFITTERS	2/9/2021	INSTALLATION OF TABLES	5,204.54
309869	SCHOOLS EXCESS LIABILITY FUND	3/17/2021	LIABILITY PAYMENT FOR THE AB 218	218.40
309804	SFVJLI	2/25/2021	03/21 - RENT	800.00
309902	SFVJLI	3/30/2021	04/21 - RENT	800.00
309851	SKY SPORTSWEAR	3/12/2021	POLO BLACK, CHARCOAL. AND RED (18)	1,071.00
309759	SOCAL OFFICE TECHNOLOGIES, INC	2/5/2021	1/16-2/15/21- CONTRACT BASE RATE CHARGE #CNA1945-02	815.73
309812	SOCAL OFFICE TECHNOLOGIES, INC	2/25/2021	2/16-3/15/21- CONTRACT BASE RATE CHARGES #CNA1945-02	628.48
309840	SOCAL OFFICE TECHNOLOGIES, INC	3/5/2021	2/28-3/27/21- CONTRACT BASE RATE CHARGE #CNA6494-01	187.25
309897	SOCAL OFFICE TECHNOLOGIES, INC	3/26/2021	3/28-4/27/21- CONTRACT BASE RATE CHARGE #CNA6494-01	187.25
309813	Sparkletts	2/25/2021	2/21- WATER COOLER RENTAL ACC#0211	15.68
309876	Sparkletts	3/17/2021	3/21- WATER COOLER RENTAL ACC#8625	12.98
309756	STAPLES	2/5/2021	TRU RED FILE FOLDER, 1/3 CUT TAB, 100/BOX (3)	46.48
309857	STS EDUCATION	3/12/2021	HP CHROMEBOOK 11 G8 INTEL CN4020 (99)	93,878.95
309871	SUCCESS FOR ALL FOUNDATION, INC.	3/17/2021	1/29/21- ON SITE TRAINING CONTRACT #103775	5,250.00
309836	SUNDANCE NEWBRIDGE	3/5/2021	SFA READING BOOKS (155)	1,527.68
2001	SYNCB/AMAZON	2/5/2021	MAIL BOSS 7526 MAIL MANAGER STREET SAFE LOCKING SECURITY MAILB	304.81
309745	SYNCB/AMAZON	2/5/2021	ASIBT 30 PACK WOODEN RULERS STUDENT RULERS (4)	1,210.32
309775	SYNCB/AMAZON	2/9/2021	45W TYPE C USB-C CHARGER FIT LAPTOP AC ADAPTER (25)	1,822.40
309810	SYNCB/AMAZON	2/25/2021	A RAISIN IN THE SUN BOOK (125)	1,269.65
309825	SYNCB/AMAZON	3/5/2021	APC UPS, 550VA UPS BATTERY BACKUP SURGE PROTECTOR, POWER SUI	2,724.26
309873	SYNCB/AMAZON	3/17/2021	BRADY 104402 TOUGHSTRIPE NONABRASIVE DOT SHAPED FLOOR MARKII	1,610.02
309891	SYNCB/AMAZON	3/26/2021	BRADY TOUGHSTRIPE NONABRASIVE FLOOR MARKING TAPE, 100' LENGTI	136.63
309903	SYNCB/AMAZON	3/31/2021	TOPSOON CAUTION TAPE ROLL LONG BRIGHT YELLOW BARRIER TAPE	343.75
309815	TANIA CLERISME	2/25/2021	R. QUON- EXECUTIVE COACHING	825.00
309801	The Education Team	2/25/2021	1/12-1/15/21- SUBSTITUTE SERVICES	1,923.84
309809	THE MILLER INSTITUTE FOR LEARNING WITH TECH	2/25/2021	CREDIT. MEMO	8,545.04
309754	Think Together	2/5/2021	05/20 - 06/20 GEAR UP SERVICES	477,192.84
309790	Think Together	2/16/2021	INSTALLMENT #7 COMPREHENSIVE MANAGEMENT OF ASES	27,196.25
309848	Think Together	3/5/2021	INSTALLMENT#8 COMPREHENSIVE MANAGEMENT OF ASES	27,196.25

**YPI Charter Schools
Check Register
From 02/01/21 to 03/31/21**

Check #	Vendor Name	Date	Description	Amount
309881	Think Together	3/26/2021	7/20- GEAR UP SERVICES	320,109.83
309800	TIME WARNER CABLE	2/25/2021	1/14-2/13/21- INTERNET ACC#0556	1,285.74
309834	TIME WARNER CABLE	3/5/2021	2/14-3/13/21- INTERNET ACC#0556	1,285.74
309906	TIME WARNER CABLE	3/31/2021	3/14-4/13/21- INTERNET ACC#0556	1,285.74
309773	TOTAL EDUCATION SOLUTIONS	2/9/2021	11/20- SPECIAL ED SERVICES	1,679.00
309837	TOTAL EDUCATION SOLUTIONS	3/5/2021	1/21- SPECIAL ED SERVICES	347.50
309854	TOTAL EDUCATION SOLUTIONS	3/12/2021	12/20- SPECIAL ED SERVICES	782.00
309750	TYLER NEVINS	2/5/2021	12/31/20- LIVE SCAN REIMBURSEMENT	71.54
309757	UNUM	2/5/2021	02/21 - DISABILITY PREMIUM	1,642.75
309808	UNUM	2/25/2021	03/21 - ST/LT DISABILITY PREMIUM	2,170.22
309872	UNUM	3/17/2021	3/21-PREMIUM #0836771-001 1	2,766.32
309814	VASHON NUTT	2/25/2021	COSTCO- LG MONITOR FOR MS. PRESTON	109.49
309767	XEROX FINANCIAL SERVICES	2/5/2021	1/29-2/27/21- COPIER LEASE#010-0058450-001	1,475.21
309784	XEROX FINANCIAL SERVICES	2/16/2021	7/7-8/6/20- COPIER LEASE#010-0042736-001	1,141.32
309847	XEROX FINANCIAL SERVICES	3/5/2021	2/28-3/28/21- COPIER LEASE#010-0058450-001	1,475.21
309877	XEROX FINANCIAL SERVICES	3/17/2021	3/13-4/12/21- COPIER LEASE#010-0058450-003	328.83
309763	Youth Business Alliance	2/5/2021	DISCOUNT	2,100.00
309867	YVETTE KING-BERG	3/12/2021	(REISSUED): 2020 GEAR UP & 2020 RELAY - CONFERENCES PER DIEM	247.50
				<u>1,843,893.71</u>



State and Federal Budget Update

March 18, 2021



This budget year has been like no other.

- January 2020: 2.29% COLA
- May 2020: 7.92% deficit
- June 2020: flat funding with significant cash deferrals
- 3 federal stimulus bills
- New state In-Person Instruction & Expanded Learning Opportunities Grants



Assembly Bill 86

Signed into law on March 5, 2021

Provides \$2.0 billion for In-Person Instruction Grants and \$4.6 billion for Expanded Learning Opportunities Grants.

AB 86 Funding Estimates

	In-Person Instruction Grant	Expanded Learning Opportunity Grant
BCCS	\$120,524	\$253,863
MORCS	\$121,374	\$255,652
BCHS	\$75,858	\$159,781

AB 86: In-Person Instruction Grants

- Must offer in-person instruction to students by April 1 (in accordance with the color tier county is in)
- Still eligible for incrementally decreased grant amounts as long as in-person instruction is offered by May 15 (grant is reduced by 1% for each instructional day between 4/1 and 5/15 that the LEA does not provide in-person instruction - - \$770/day for VCES; \$908/day for VCMS.)
- Entire grant is forfeited if 1) the LEA does not offer in-person instruction by May 15 or 2) the LEA does not provide continuous in-person instruction through the remainder of the school year (hybrid model OK).
- There is no partial grant amount for serving some but not all of the required students.
- Grants is distributed in proportion to an LEA's share of Local Control Funding Formula
- LEAs will receive an in initial allocation in May and a final allocation in August
- Grant recipients must report to the state by June 1 on when they reopened for in-person instruction.

AB 86: In Person Instructional Grants

The table below identifies the requirements to offer in-person instruction as a condition of receiving the grant, based on the color tiers in the Blueprint for a Safer Economy.

	Purple	Red	Orange	Yellow
Students	Transitional Kindergarten (TK) – Grade 12 specialized cohorts* TK – Grade 2 for adjusted daily case rate < 25 per 100,000	TK – Grade 12 specialized cohorts* TK – Grade 5 or 6 (depending on local elementary school model) At least one middle or high school grade level		
Asymptomatic COVID-19 Testing	Must conduct in accordance with the testing cadence in Table 3 of the K-12 School Guidance (p. 43)	Must describe testing cadence in LEA COVID-19 Safety Plan (CSP)		

*Specialized cohorts mean cohorts serving foster youth, homeless students, students at risk of neglect or abuse, English learners, disengaged students, students with disabilities, and students without access to technology to participate in distance learning

Source: School Services of California

Note: Purple Tier testing cadence not required for LEAs that are providing in-person instruction by April 1, or have a board adopted plan for in-person instruction by that date and have posted their COVID-19 Safety Plan (CSP).

AB 86: Expanded Learning Opportunity Grants

- To be used for various strategies to accelerate learning and address student needs, such as extended learning time, professional development, programs to address social-emotional learning, and access to school meals.
- 85% of the funds must be used for activities provided in-person, and up to 15% of funds may be used for activities provided remotely.
- At least 10% of grant proceeds must be used to employ paraprofessionals (full-time status is prioritized, not required).
- If an LEA foregoes receiving the In-Person Instruction Grant, then up to ten percent of the Expanded Learning Opportunity Grant may be used for costs associated with reopening for in-person instruction.
- Funds are available to spend through August 31, 2022.
- LEAs will be required to adopt a plan by June 1, 2021, detailing the use of the Expanded Learning Opportunity Grant.

Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act

- Approved by Congress in December 2020
- Funds a second round of Elementary and Secondary School Emergency Relief (ESSER)
- The ESSER II Funds can be used in much the same way as the ESSER Funds under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. (Allowable expenditures available [here](#).)
- Funds can be spent through September 30, 2023

	Preliminary Estimate
BCCS	\$431,447
MORCS	\$505,152
BCHS	\$256,038

American Rescue Plan

\$1.9 Trillion stimulus bill earmarks nearly \$170 billion for education, including \$122.8 billion for a third round of funding into the Elementary and Secondary School Emergency Relief (ESSER) Fund.

ESSER III funds are available to spend through September 30, 2024. (Actual deadline: 9/30/23, but a federal provision grants an additional year past the stated deadline.)

Reopening plan must be published within 30 days of receiving ESSER III. (Existing adopted reopening plan OK as long as LEA allowed for a public comment period and the plan details a “safe return to in-person instruction and continuity of services.”)

20% of ESSER III funds must be reserved for learning loss mitigation measures (e.g. expanded learning programs and summer school)

ESSER III Funding Estimates

	Set Aside for Learning Loss*	Total ESSER III
BCCS	\$188,194	\$940,969
MORCS	\$220,343	\$1,101,715
BCHS	\$111,682	\$558,409

*Set aside for learning loss represents 20% of Total ESSER III funding and is included in total

Significant \$\$ requires significant planning

	BCCS	MORCS	BCHS	Spend By
Coronavirus Relief Fund	\$ 386,116	\$ 355,055	\$ 258,188	5/31/2021
In-Person Instruction Grant	\$ 120,524	\$ 121,374	\$ 75,858	8/31/2022
Expanded Learning Grant	\$ 253,863	\$ 255,652	\$ 159,781	8/31/2022
GEER	\$ 33,581	\$ 16,560	\$ 23,921	9/30/2022
ESSER I	\$ 111,213	\$ 124,055	\$ 60,790	9/30/2022
ESSER II	\$ 431,447	\$ 505,152	\$ 256,038	9/30/2023
ESSER III	\$ 940,969	\$ 1,101,715	\$ 558,409	9/30/2024
Total	\$ 2,277,713	\$ 2,479,563	\$ 1,392,985	

Significant \$\$ requires significant planning.

Funds are one-time in nature but span multiple years

- Traditional one-time expense for one-time revenue rule may not apply but there must be a plan in place to eliminate or reallocate the expense when the funds go away.
- ❖ Critical to have a plan that
 - Considers all of the available \$
 - Is aligned with the LCAP
 - Leverages one-time dollars for on-going benefits
 - Communicates the short-term nature of modifications to school's program
 - Maintains fiscal solvency after the funds are gone

Coversheet

Expenditures Above Spending Authority of the Executive Director

Section: VI. Items Scheduled For Action
Item: C. Expenditures Above Spending Authority of the Executive Director
Purpose: Vote
Submitted by:
Related Material: YPICS - Think Together Invoices Oct-Dec 2020.pdf
YPICS Gear Up Invoices for Jan 2021 - Feb 2021.pdf

Think Together
YPICS Gear Up Expenditures Summary
For the Period of Oct 1, 2020 - Dec 31, 2020
Grant ID#:P334A140148

Account Name	Total Amount
Personnel	297,994.45
Fringe Benefits	9,198.38
Materials and Supplies	2,400.78
Consultants & Contracts: Staff Development/Training	12,001.80
Administrative Costs	27,964.82
Grand Total	349,560.23

Gear Up Think Together Invoices

Invoice	Amount
October billing invoice No. 203-2021GU4	114,345.87
November billing invoice No. 203-2021GU5	110,578.03
December billing invoice No. 203-2021GU6	124,636.33
Total Invoices (October - December 2020)	349,560.23



INVOICE

Invoice Date	10/31/2020
Invoice No.	203-2021GU4
Terms	
P.O. No.	

Bill To:
YPI Charter Schools 10660 White Oak Ave STE B101 Granada Hills, CA 91344 Attn: Accounts Payable

PLEASE REMIT PAYMENT TO:
THINK Together
2101 East Fourth Street, Ste 200B
Santa Ana, CA 92705

Description	Amount
Billing for comprehensive management of Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) provided at school sites within or partnering with the YPI Charter Schools network (Oct 2020)	114,345.87

THANK YOU FOR PARTNERING WITH THINK TOGETHER!	Total:	\$114,345.87
	Balance Due:	\$114,345.87



INVOICE

Invoice Date	11/30/2020
Invoice No.	203-2021GU5
Terms	
P.O. No.	

Bill To:
YPI Charter Schools 10660 White Oak Ave STE B101 Granada Hills, CA 91344 Attn: Accounts Payable

**PLEASE REMIT PAYMENT TO:
THINK Together
2101 East Fourth Street, Ste 200B
Santa Ana, CA 92705**

Description	Amount
Billing for comprehensive management of Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) provided at school sites within or partnering with the YPI Charter Schools network (Nov 2020)	110,578.03

THANK YOU FOR PARTNERING WITH THINK TOGETHER!	Total:	\$110,578.03
	Balance Due:	\$110,578.03



INVOICE

Invoice Date	12/31/2020
Invoice No.	203-2021GU6
Terms	
P.O. No.	

Bill To:
YPI Charter Schools 10660 White Oak Ave STE B101 Granada Hills, CA 91344 Attn: Accounts Payable

**PLEASE REMIT PAYMENT TO:
THINK Together
2101 East Fourth Street, Ste 200B
Santa Ana, CA 92705**

Description	Amount
Billing for comprehensive management of Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) provided at school sites within or partnering with the YPI Charter Schools network (Dec 2020)	124,636.33

THANK YOU FOR PARTNERING WITH THINK TOGETHER!	Total: \$124,636.33
	Balance Due: \$124,636.33

Gear Up - Think Together Invoices

Invoice	Amount
January billing invoice No. 203-2021GU7	138,388.57
February billing invoice No. 203-2021GU8	133,314.18
Total Invoices (October - December 2020)	271,702.75



INVOICE

Invoice Date	1/31/2021
Invoice No.	203-2021GU7
Terms	
P.O. No.	

Bill To:
YPI Charter Schools 10660 White Oak Ave STE B101 Granada Hills, CA 91344 Attn: Accounts Payable

**PLEASE REMIT PAYMENT TO:
THINK Together
2101 East Fourth Street, Ste 200B
Santa Ana, CA 92705**

Description	Amount
Billing for comprehensive management of Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) provided at school sites within or partnering with the YPI Charter Schools network (Jan 2021)	138,388.57

THANK YOU FOR PARTNERING WITH THINK TOGETHER!	Total:	\$138,388.57
	Balance Due:	\$138,388.57



INVOICE

Invoice Date	2/28/2021
Invoice No.	203-2021GU8
Terms	
P.O. No.	

Bill To:
YPI Charter Schools 10660 White Oak Ave STE B101 Granada Hills, CA 91344 Attn: Accounts Payable

**PLEASE REMIT PAYMENT TO:
THINK Together
2101 East Fourth Street, Ste 200B
Santa Ana, CA 92705**

Description	Amount
Billing for comprehensive management of Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) provided at school sites within or partnering with the YPI Charter Schools network (Feb 2021)	133,314.18

THANK YOU FOR PARTNERING WITH THINK TOGETHER!	Total:	\$133,314.18
	Balance Due:	\$133,314.18