

Youth Policy Institute Charter Schools (YPICS)

YPICS Regular Board Meeting

Date and Time

Monday April 24, 2023 at 6:00 PM PDT

Location

The meeting will be held at:

YPI Charter Schools
Learning and Support Center
10660 White Oak Avenue, Suite B101,
Granada Hills, CA 91344

The Public may also access the live stream of the meeting and make presentations to the Board from our campus locations listed below.

Bert Corona Charter School

9400 Remick Avenue
Pacoima, CA 91331

Bert Corona Charter High School

12513 Gain Street
Pacoima, CA 91331

Monseñor Oscar Romero Charter School

2670 W. 11th Street
Los Angeles, CA 90006

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	

	Purpose	Presenter	Time
C. Additions/Corrections to Agenda		Mary Keipp	1 m

II. Communications**6:01 PM**

A. Presentations from the Public	FYI	Mary Keipp
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END OF STATE OF EMERGENCY AND NEW REMOTE PARTICIPATION RULES - Assembly Bill 2449

Governor Newsom announced that the COVID-19 state of emergency ended on February 28, 2023. With the end of the state of emergency, agencies are no longer able to utilize pandemic-era virtual meeting procedures. However, board members may continue to participate remotely by telephone and/or videoconference under traditional Ralph M. Brown Act teleconference rules. Effective January 1, 2023, Assembly Bill 2449 (AB 2449) allows individual board members to participate in meetings remotely during "emergency circumstances" or for "just cause." Specific requirements may be found in the full text of AB2449 ([California Legislation Information](#)). All requirements for attendance by the YPICS Board of Trustees are adhered to in accordance with the Ralph M. Brown Act.

Instructions for Presentations to the Board by Parents and Citizens

YPICS (or the "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:

If you wish to make a public comment, you may attend in person and may complete a "Speaker Card" (on an agenda item or non-agenda item) card which will be available at the door.

When addressing the Board, speakers are requested (but not required) to state their name and address from the podium and adhere to the time limits set forth. Non-agenda items are limited to three (3) minutes and total time allotted to not exceed fifteen (15) minutes and Items on the agenda are limited to five (5) minutes.

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 on the Charter Schools website at ypics.org or at 2670 W 11th Street, Los Angeles,

	Purpose	Presenter	Time
California 90006, 12513 Gain Street, Pacoima, CA 91331, 9400 Remick Avenue, Pacoima, California 91331 and 10660 White Oak Avenue, Granada Hills, CA 91344.			

YPICS 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.

III. Items Scheduled for Information

6:01 PM

A. Board Committee Reports	FYI		4 m
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1. Board Academic Committee update presented by Committee Chair, Cesar Lopez
2. Board Finance Committee update presented by Committee Chair, Michael Green
3. Board Technology Committee update presented by Committee Chair, Dean Cho

B. School Committee/ Council Reports	FYI		3 m
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C. Bert Corona Executive Administrator's Report	FYI	Kevin Myers	2 m
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D. Monseñor Oscar Romero Charter School Interim Executive Administrator's Report	FYI	Freddy Zepeda	2 m
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E. YPICS Executive Director's Report	FYI	Yvette King-Berg	2 m
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IV. Items Scheduled For Action

6:14 PM

A. YPICS March 2023 Financials and Check Registers	Vote	Irina Castillo	5 m
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This is a recommendation to approve the March 2023 financials and check registers for Bert Corona Charter School, Bert Corona Charter High School, and Monseñor Oscar Romero Charter School.

B. YPI Charter Schools Masking Policy	Vote	Mary Keipp	5 m
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This is a recommendation to the Board to review the survey results and update the masking policy.

C. Teacher Salary Table Increase Effective January 2023	Vote	Ruben Duenas	5 m
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	Purpose	Presenter	Time
This is a recommendation to the Board to approve salary increases on the teacher salary table to adjust for the mandatory exempt level increases for exempt employees January 2023.			

D. BCCHS Prop 39 Offer	Vote	Yvette King-Berg	5 m
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This is a recommendation to approve the Bert Corona Charter High School Prop 39 offer for FY23/24.

E. SAC and ELAC	Vote	Yvette King-Berg	5 m
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This is recommendation to the Board to combine the SAC and ELAC at YPI Charter Schools.

V. Closed Session 6:39 PM

A. Government Code 54957 PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Evaluation of the Executive Director	Discuss	Mary Keipp	10 m
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VI. Open Session 6:49 PM

A. Action Taken in Closed Session	FYI	Mary Keipp	1 m
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VII. Announcements 6:50 PM

A. Closing Announcements	FYI	Yvette King-Berg	2 m
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The next board meeting will be held on Monday, May 22, 2023 at the Learning and Support Center.

VIII. Closing Items 6:52 PM

A. Adjourn Meeting	Vote	Mary Keipp	
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Coversheet

Bert Corona Executive Administrator's Report

Section: III. Items Scheduled for Information
Item: C. Bert Corona Executive Administrator's Report
Purpose: FYI
Submitted by:
Related Material:
YPIBERT 8054 - Oversight Guiding Questions-Verified Data-Special Education (3).pdf



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Guiding Questions Based on 2022 Dashboard Data

1. **Bert Corona Charter Middle's 2022 California School Dashboard report on the school's performance in English Language Arts (ELA) indicates that the school has earned a Status level of "Very Low" for All Students, which is lower than the state's Status level. The report shows an average Distance from Standard (DFS) of -73.6 in ELA for All Students, which is lower than the state average (DFS) of -12.2. In Mathematics (Math) the school earned a Status level of "Very Low" for All Students, which is lower than the state's Status level. The report shows the school has an average DSF of -120.7 for All Students, which is lower than the state's DFS of 51.7.**

Please, briefly describe the steps Bert Corona Charter Middle's is taking to address the students' academic deficiencies in ELA and Math for all students and for the four numerically significant student groups (English Learner, Latino, Socioeconomically Disadvantaged, and Students with Disabilities) as they all have a DFS lower than the state's average in both ELA and in Math .

As part of our ongoing data analysis efforts, our BCCS team ended the school year with an analysis of academic performance, including a root cause analysis of the areas in which we needed to improve. As part of the analysis we reviewed internal and state academic data, survey data, and observational data from the year. We determined that there was a need to address the need for growth through academic strategies, but also through an effort to improve classroom management and behavior support.

Academic Strategies to Improve Academic Outcomes:

To start our school year, we reviewed academic data and performance from last year, then followed that up with an analysis of our iReady diagnostic baseline data from the August administration of that assessment in both math and reading. Using this information, we made plans to support student learning and growth.

EL Supports and Schedule

One of the under-performing populations from our 21-22 data set and on our initial diagnostic in the 22-23 school year was our EL population. The primary support we added for this group was the addition of an ELD teacher and a tutor for this school year. During the fall semester, this teacher supported students and teachers through push-in and pull-out support, much like a resource teacher does throughout the school year 45 minutes was designated for students but through a push-in-and pull-out model. This was a success in terms of student growth our second diagnostic in December, as well as in our review of our Houghton Mifflin Reading Inventory data from the first semester. However, after discussing the data with our team, we determined that even more targeted support was needed. As a result, we changed our schedule for the second semester to allow our ELs to have their regular, core ELA course and also an ELD time designated specifically for grouped language development instruction. With the new schedule, our EL teacher is able to teach the first three periods of the day for the ELD courses, then provide support for the rest of the day in the classroom and through pull-out time for ELs. Moreover, the EL teacher provides instruction in the resource



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classrooms and our resource teachers co-teach with her once or twice a week. This provides much more time for support for our ELs and students who are both EL and SPED.

In addition to the support our ELD teacher provides to our students, she also provides support and professional development for our staff. She has led several trainings this year on best practices to support ELs in the general education setting and she works with teachers one-on-one to help them plan instruction that will be meaningful and beneficial for our English learners.

Acceleration and Study Hall:

Another strategy we used to support academic growth was identifying students for acceleration courses and study hall before and after school to provide additional support for growth. We currently have 6 credentialed teachers teaching providing academic support and lessons either before or after school and we have 5 credentialed staff members (admin and teachers) facilitating study hall after school. For the acceleration courses, students were targeted if they were performing 1-2 grade levels below on their diagnostic assessments in August or in December. These teachers teach lessons specifically targeted at learning gaps identified in their classroom assessments and by the iReady diagnostic (math and reading). The study hall is focused on iReady pathway completion and re-do mastery assignments. Students were targeted for study hall if they were on academic contract (more than one F) and/or if they were not completing at least 2 iReady lessons per week. Our credentialed staff members are able to meet with students in these small-group settings to provide feedback for growth and to encourage students to progress on their iReady lessons. Often, when students are left to work on iReady independently, they do not complete the lessons or they do not complete them with a high enough mastery score. Our teachers/staff support these efforts during study hall. Additionally, they work to complete missing or un-mastered assignments with students who finish their iReady pathway lessons each week.

Ongoing Feedback and Collaboration:

This year, we added a Coordinator of Instruction (COI) to our staff. This person was one of our most successful classroom teachers and stepped out of the classroom at the end of last year to provide support for the rest of our teaching staff. This has been tremendously beneficial and has helped to ensure that teachers are observed more frequently and that they get more regular feedback on their instructional practices. Our COI meets with teachers weekly, bi-monthly, or monthly, depending on the level of support needed. During these meetings, they plan for upcoming instruction, review assessment data, and discuss necessary steps for student success. The COI is also working with a group of our teacher leaders to provide more guidance and collaboration during professional development meetings on Mondays and YPICS-wide TPDs. This team works with department or grade level groups in which teachers provide feedback to each other on their lessons, units, and activities. We utilize the Critical Friends Groups structure, which we will continue to develop over the next calendar year. In June, we will all be participating in CFG training and we are looking forward to building upon this practice for next school year so we can continue to make a greater impact on our student outcomes.

Collaboration Strategies:

In the classroom, we have asked teachers to focus on using two impactful strategies that will help improve student comprehension and engagement. First, teachers should have a structure for students



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to collaborate and discuss key topics and questions posed during the class. Teachers are using Turn and Talk, or Think-Pair-Share, to give students time to process responses and concepts before discussing with the whole group. To encourage further collaboration, teachers can use the Buddy Buzz strategy, which allows the students to discuss with a partner and perhaps a few more students in their group or within a close proximity. Through our ELA and math continuation courses at the end of the day, our SFA program facilitator is able to observe other teachers and provide feedback on their use of these strategies and others that may enhance their instruction.

Non-Academic Strategies to Improve Academic Outcomes:

When digging into the root cause for low academic performance, we determined that while there were some inconsistencies in supportive strategies in some of our classrooms, classroom routines, procedures, expectations, and classroom culture also played a significant role in academic performance. For that reason, we also decided to focus PD and feedback time on engagement and management strategies. The need for this type of support for some of our teachers was confirmed through our observations and walk-throughs early in the school year.

Professional Development:

To start our focus on classroom routines and management, we conducted a PD series using *Teacher Like a Champion* by Doug Lemov. Through discussion during the initial session, our teachers and their grade level mentors determined specific areas from the book on which they needed to focus. Then, in subsequent weeks, they read specific chapters and discussed with their learning group, each of which was led by one of our administrators. Then, the mentors and COI followed up with observations and feedback to the teachers to help improve their overall classroom management, routines, and engagement practices.

Absenteeism:

While the specific will be discussed further in question 3 below, it is important to note that absenteeism has also had a significant impact on our academic outcomes. Our team has focused on addressing absenteeism with families, individual students, and with improved school-wide practices for helping students get to class on time. Through these efforts, we have been able to identify specific needs for our families and students, and we can therefore work with our Community Schools Coordinator and community partners to support them in meeting their needs.

Tier I Implementation, MTSS, and School Culture:

When students feel supported and cared for, they will obviously focus more on the lessons being presented in class. Therefore, we have focused heavily this year on ensuring that wrap-around supports and services are provided so kids can be successful academically. First, we have worked to ensure that we have more events, activities, and celebrations for our students. This includes clubs, field trips, college trips and visits, dances, and after school activities. We are continually looking for more opportunities for our students to ensure that they are engaged with other students and with staff in a positive way at school. Some examples of these activities include our vegan cooking club, art and drawing club, make-up club, college club, GSA, guitar lessons, community service, and field trips to many sites across Los Angeles. Over spring break, we had many of our students participate in local field trips, and approximately 40 students were able to go on one of two trips to visit colleges in northern California, including UC Berkeley, UC Santa Cruz, and UC Davis. Through our advisory



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program, students are constantly offered opportunities to participate in competitions from door decoration competitions (e.g., Women's History Month, Black History month themes), soccer tournaments, and March Madness. We have also had a weekly student store to promote positivity through our scholar dollar program, events like dances and game nights, and many school spirit week events. We also spent significant time and effort this year to re-build our MTSS system of supports for Tier II and Tier III needs. We have had more regular meetings, improved the student recommendation process, tracked our services more effectively, and worked with parents, students, and staff through the SSPT process to find the exact right supports to help students succeed. Below are some of the photos from our school culture building that our admin team has shared with our board this year:

School Culture:

We started our school year with many activities. From ropes courses to team building activities on campus, our staff made sure our year started out on a positive note. We had kick-off assemblies with cohort challenges, our clubs (including art and vegan cooking) started up again, our newcomers (non-native speakers) took a trip to the local pool after a unit on community-based locations and terms, our 7th graders promoted recycling as part of a science project, and our leadership class sponsored a door decorating contest for Latino Heritage Month!





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School Culture/ELOP:



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Building a strong culture is key to student success. Here is just a taste of all the amazing things going on at BCCS over the past month:

 <p>Make-Up Club learning how to use makeup to alter your appearance (e.g., no eyebrows)</p>	 <p>Special effects makeup in Make-Up Club (this day was bruises and cuts).</p>	 <p>8th Graders working on their terrarium project (Ms. Mousavi's class).</p>	 <p>The beginning of this advisory's pumpkin carving efforts for the annual contest.</p>
 <p>Cell model project (Ms. Duenas' class)</p>	 <p>Preparations for Trunk-or-Treat</p>	 <p>Pumpkin carving in process</p>	 <p>More cell models</p>



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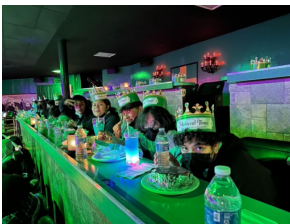
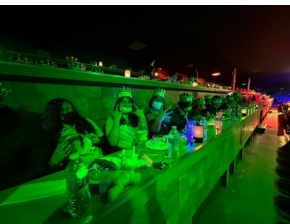





 <p>More cell models</p>	 <p>More cell models</p>	 <p>Spooky Student Store</p>	 <p>Spooky Bake Sale</p>
 <p>Estella and her carved creation</p>	 <p>Some of the final entries for the Pumpkin Carving Contest</p>	 <p>More of the final entries for the Pumpkin Carving Contest</p>	 <p>Leadership student workers at Trunk-or-Treat</p>
 <p>5th Grade Trip to the San Diego Zoo</p>		<p>This final photo (right) is special because it did not come out of a planned event of specific effort. We did have some students this night who attended movie night in some of the classrooms, but this is a photo of an impromptu volleyball game between staff and students. A few students decided to play during the after school program, then a couple of staff members joined. More staff and students were called over to play until we had an all out, very competitive (and seriously fun) match going on. It was a great night of relationship building with our kiddos.</p>	



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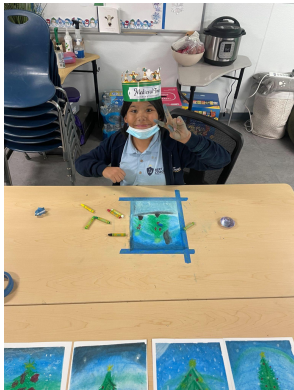




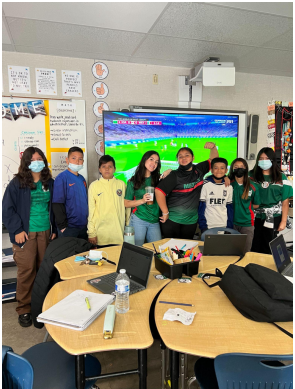


School Culture/ELOP:

Building a strong culture is key to student success. Here is just a taste of all the amazing things going on at BCCS over the past month:

 <p>Trip to the Sepulveda Basin for nature exploration.</p>	 <p>Medieval times!</p>	 <p>Medieval times!</p>	 <p>Medieval times!</p> <p>Some of our students got pretty excited about the show!</p>
 <p>Knighting Ceremony: 7th grade students can earn knighthood through acts of</p>	 <p>Make-up club learns about prosthetics and skin grafts (Special Effects makeup)</p>	 <p>Malibu Lagoon STEM and exploration day.</p>	 <p>Having fun at Malibu beach!</p>



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<p>kindness, support, and chivalry. This can be earned anytime throughout the year, and this was our November ceremony.</p>			
 <p>Art club Christmas creations</p>	 <p>Vegan club is always cooking up something delicious!</p>	 <p>Friendsgiving in the resource room.</p>	 <p>Mr. V. and his football boys on Twin Day</p>
 <p>Pop day- we had a relay jumper, ping pong, competitions and our annual Turkey bowl (students vs. Staff</p>	 <p>BCCS getting into the World Cup!</p>	 <p>Chess Club</p>	 <p>Second place in our FIYA division for football. Not bad!</p>



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football game).			
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School Culture/ELOP:

Building a strong culture is key to student success. Here is just a taste of all the amazing things going on at BCCS over the past month:



National Reading month- our newcomers went to Liggett Elementary to read to the UTK and Kinder classes.



National Reading month- our newcomers went to Liggett Elementary to read to the UTK and Kinder classes.









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<p>Gardening with Gerhardt</p>	<p>Ratio Projects</p>	<p>Ratio Projects cont'd</p>
		
<p>Guitar Class</p>	<p>Oliver, one of our students with the highest needs, has been volunteering to help other students in class.</p>	<p>Science experiments with Mousavi!</p>



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<p>Building community with Fenton Elementary</p>	<p>Vegan Cooking Club (aka The Happy Cow Club)</p>	<p>Perfect attendance awardess</p>
		
<p>The Lion King Musical with the Makeup Club (with cast and makeup backstage conversations!</p>		



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<p>Persuasive Presentations</p>	<p>AM Tutoring (6:30, every day!)</p>	<p>All advisories are associated with a university. This is some of our bulldogs at our advisory soccer tournament.</p>
		
<p>National Oreo Day</p>	<p>Scholastic Book Fair</p>	<p>More at the attendance assembly</p>



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Photography club	Photography club	National Toast Day menu

The combination of academic support and a strong support system across the school will help to increase our overall scores. We are already seeing great results on our iReady and HMI diagnostics this year.



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2. **Bert Corona Charter Middle's 2022 California School Dashboard report on the school's performance on the English Learner Progress Indicator shows that the school has earned a Status level of "Medium," which is similar the State's Status level. The report shows that 45.2 percent of students are making progress towards English language proficiency which is below the State at 50.3 percent.**

Please, briefly describe the steps Bert Corona Charter Middle's is taking to improve English Learner Progress.

One of the most significant changes we made to increase English learner progress and performance was the addition of an EL support team to our staff and including ELD support time in our daily schedule. During the fall semester, the ELD teacher supported students and teachers through push-in and pull-out support, much like a resource teacher does throughout the school year. This was a success in terms of student growth; our second diagnostic in December, as well as in our review of our Houghton Mifflin Reading Inventory data from the first semester. However, after discussing the data with our team, we determined that even more targeted support was needed. As a result, we changed our schedule for the second semester to allow our ELs to have their regular, core ELA course and also an ELD time designated specifically for language development. With the new schedule, our EL teacher is able to teach the first three periods of the day for the ELD courses, then provide support for the rest of the day in the classroom and through pull-out time for ELs. Moreover, the EL teacher provides instruction in the resource classrooms and our resource teachers co-teach with her once or twice a week. This provides much more time for support for our ELs and students who are both EL and SPED.

In addition to the support our ELD teacher provides to our students, she also provides support and professional development for our staff. She has led several trainings this year on best practices to support ELs in the general education setting and she works with teachers one-on-one to help them plan instruction that will be meaningful and beneficial for our English learners.

During the 22-23 school year, we saw an increase in the number of newcomers we have enrolled at our school, and we now have twelve EL 1s and struggling EL 2s. To support these students beyond the regular classroom, we have a special class designated to their language development at the end of the day. This class not only provides target support for these students, but they have taken many trips to solidify their learning in the real world. For example, after they learned the language about the community and local places to visit, they took a tour of the community in which they visited a pool and went to lunch to use their newly acquired English skills to order their own food. These real world experiences help to make their learning more meaningful. Additionally, the ELD teacher started a Spanish club after school that allowed these students to retain and build upon their academic language in their native language. Being able to develop in both languages will help solidify their academic ability across the board.

To track their progress, we continue to administer the iReady assessment three times per year, but we also started administering the Houghton Mifflin Reading Inventory (HMI) this school year. This



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assessment provides us more data on the needs and progress of our students, and also affords our students more opportunities to demonstrate content mastery required for reclassification.

Finally, we are working on investing in our staff. In March, our COI and ELD teacher went to the CABA conference where they were able to collaborate with other educators to come up with more effective ways of meeting the needs of our ELs and how to help them succeed academically.



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3. **Bert Corona Charter Middle's 2022 California School Dashboard report on the school's performance on the Chronic Absenteeism Rate Indicator show that the school has earned a Status level of "Very High" for All Students which is similar to the state's Status level. The report shows that 27.2 percent of students are absent 10 percent or more of the instructional days they were enrolled which is lower than the state at 30.0% percent.**

Briefly describe the steps Bert Corona Charter Middle's leadership is taking to address the student's high chronic absenteeism at the school.

Over the last couple of years, chronic absenteeism has increased district and state wide, and although BCCS has maintained lower percentages of chronically absent students when compared to the district and the state, we have not been immune to the impact of the pandemic on absenteeism. This year, we put emphasis on addressing absenteeism and had several different strategies to ensure students were coming to school.

When looking at both our academic data and our absenteeism data, we knew we needed to enhance the culture and engagement at our school in order to improve in both areas. As such, we started more programs, clubs, and opportunities for students to engage positively at school, knowing that the more connected our students felt, the greater the likelihood that they would come to school more regularly and engage more actively in their classes (see the Tier I/School Culture section in the response to question for more details on this effort).

To specifically address chronic absenteeism, we started notifying families early in the year about their absenteeism data. Every five weeks, parents receive notifications with their report cards if they have more than 3 absences. When students hit nine absences for the year, the parents are contacted and they work with our operations team to create a success plan. For parents who were not able to come to the school, we did some meetings over the phone and in some cases we conducted home visits to come up with a plan to support the family and the student to be at school. In collaboration with our community schools team, we have identified many resources and community partners who can help meet a wide variety of needs for our families. This will help to eliminate or address the barriers that prevent our families from successfully getting our students to school and from getting them to school on time.

In addition to this effort and in line with our efforts to build a positive school culture, we also started celebrating student attendance and we hold raffles for students who report to school and for those who report to school on time.



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4. **Bert corona Charter Middle's 2022 California Dashboard report on the school's performance on the Suspension Rate Indicator show that English Learner's percentage of students suspended at least once is 4.6% which is higher than the state at 3.2%.**

Briefly describe the steps Bert Corona Charter Middle's leadership is taking to address the English Learner subgroup's suspension rate at the school.

This year started out with a higher number of severe behavioral issues than we had seen in previous years. With our issues last year returning from the pandemic and the increased issues this year, we knew we had to be very intentional and proactive this year with our supports for students. One of our huge efforts to be proactive this year was to work on improving our MTSS system at BCCS. We started meeting more regularly and using more structured resources and forms to document our process. We trained our teachers and staff how to do referrals and expanded our partnerships in the community which helped us to provide more specific and targeted supports to our students and families in need. Two of our partners we have really focused on collaborating with are Luminarias and Strength United, both of which provide counseling and support services for students and families. Additionally, we have begun working with LAPD to get some of our more challenging students into the LAPD diversion program, a program that focuses on making good decisions, anger management, and life planning. Through this process, we also started having more robust SSPT meetings to work with families and school staff to meet the needs of our students.

Another effort to be proactive is our focus on Tier I supports, expectations, and activities to help engage students positively in school (see the Tier I/MTSS section in question 1 response for more details on this effort).

A third effort, and part of our Tier I approach, was to plan targeted lessons for advisory classes to address issues that we saw arising around the school. Some examples include bullying, racial slurs and discrimination, and kindness/empathy. For most of these lessons, we utilized Ripple Effects lessons to help walk students through the conversations and information necessary to grasp the concepts of each lesson.

Some of our Tier II and III strategies to support students include targeted lessons for small groups and conversations/counseling for individual students. We also have opportunities for students to work with our School Culture and Climate team on vision boarding and planning for the future, learning to understand and control your emotions, and we have a time for students to practice journaling to help them express and understand their own feelings and experiences.

Finally, for students who are struggling with behavior, they are assigned a specific mentor for the check-in/check-out program. Through this system, the student checks in with their person before heading to class, then teachers provide feedback throughout the day using our PBIS rewards system, and then students check out with their mentor at the end of the day. This system of accountability helps to keep our students on track throughout the day and through the week.



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In regards to specifically our EL population and their suspension rate, we know that this group was disengaged and struggling academically last year. The supports and new staff we have in place to help our ELs engage in class and to feel successful was another effort that should help to curb the suspension rate for ELs this school year.

5. Provide, targeted instructional practices that we will observe school wide (or specific to data needs) (3-4 at most) as this will guide us during our classroom visitations (in essence what can we expect to hear and see in each classroom during our classroom visits).

After further reflection and data analysis from last school year, our BCCS team decided to focus on three main goal areas for this year. The first is EL reclassification and academic growth. The second is restorative practices as part of our Tier I approach to culture and discipline. The third was a focus on chronic absenteeism; in the classroom, we address this by having engaging lessons and activities that make the kids want to come to school.

EL Strategies:

As we walk through the classes, we will see a variety of strategies being used to engage and support ELs. The benefit of these strategies is not only for ELs- our general education students and students with special needs benefit from them as well. Here is a list of the strategies you will see:

- Collaboration and Group work
- Discussions: teacher led with targeted questions
- Repetition of language and vocabulary words
- TPR
- Turn and Talk/Buddy Buzz
- Co-teaching (this will be seen in our ELD class)

Restorative Practices (PBIS):

In our classrooms, you will see examples of encouragement, use of scholar dollars, and conversations with students. Our teachers focus on recognizing the contributions from students rather than focusing on the negative behaviors. When issues do arise, we guide students through reflecting on their behavior and, at times, we facilitate connections meetings to restore broken relationships.

Engagement:

Similar to the EL strategies, planning to use strategies and structures that engage students will benefit everyone in the classroom. Here are some of the engaging strategies you will see in our walkthrough (NOTE: some are similar to EL strategies as they serve a dual purpose):

- Use of technology to engage learners (Google Suite, online texts, support programs and apps, NearPod, and academic games)
- Group work and collaboration
- Project-based learning



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6. Review the schools progress in implementing CSD's recommendation outlined in the 2021-2022 oversight report. Specifically for the areas noted for further growth or improvement.

During our 21-22 oversight visit, we had discussions about several areas in which we wanted to grow. These were outlined in the "Further Growth or Improvement" section of our Annual PBOV Report and included EL performance, decreasing suspensions and improving school culture, and increasing our parent engagement. Other recommendations for growth and improvement in the report include updating the Parent-Student Handbook and working on our reclassification rates.

EL Performance and Reclassification:

As discussed throughout this document, EL performance has been a huge area of focus for us this school year. Specifically, we have restructured our schedule, added an ELD teacher and tutor, and have provided more opportunities for PD and support for our general education teachers who work with English learners in their classrooms. We have also identified some key strategies that support EL success that will be observed in the classroom, and we have worked with our teachers to ensure the curriculum is accessible to all learners. For the 21-22 school year, we had a reclassification rate of 12%, much higher than the reported 0% in 20-21 or the school's recorded rate of 5.4%. This year, we anticipate higher reclassification rates. This is largely due to the implementation of a more robust EL program, but also because of a step we made to address our issue of a passing score on a standardized assessment. This year we have been administering the Houghton Mifflin Reading Inventory (HMI) each quarter as another option for passing a standardized test. As of December, 32 of our 108 ELs (approximately 30%) had already achieved a passing score on the HMI. Moreover, we have spent time during support classes and ELD classes specifically addressing the assessed areas of the ELPAC and have been working with teachers to ensure ELs are supported to earn at least a C in their ELA classes. With these efforts, we should have the perfect mixture of efforts to ensure a higher reclassification rate for the 22-23 school year.

School Culture:

The last two years have been exceptionally difficult. Across the country, we are seeing an uptick in negative school behavior and more extreme examples of disrespect, defiance, and discrimination. To address this at our school, we hired a social worker this year. She has been instrumental in helping us refine and bolster our MTSS systems. Additionally, we have put a strong emphasis on having more student trips, clubs, and activities that engage students in a positive way at school. We have worked on bringing back traditional events at the school and on creating a menu of services to support students and families in need. We have also started a DEI committee which is focused on ensuring that all students and stakeholders are seen, appreciated and supported. We have developed lessons to help students think through the concepts of equity and diversity and are helping them to consider these concepts through a service-oriented and leadership-centered lens. Our goal is to teach them not only how to be an up-stander, but also how to initiate change in their communities.

Parent-Student Handbook:

This document is in the process of being updated for all schools and the latest revision should be completed soon.



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Verified Data Questions

For the state approved list of Verified Data on Academic Indicators (Assessments) and Postsecondary Indicators, please see the following CDE website: <https://www.cde.ca.gov/sp/ch/verifdatacrit.asp>

Also:

[Verified Data FAQ's](#)

Verified Data (Assessments)

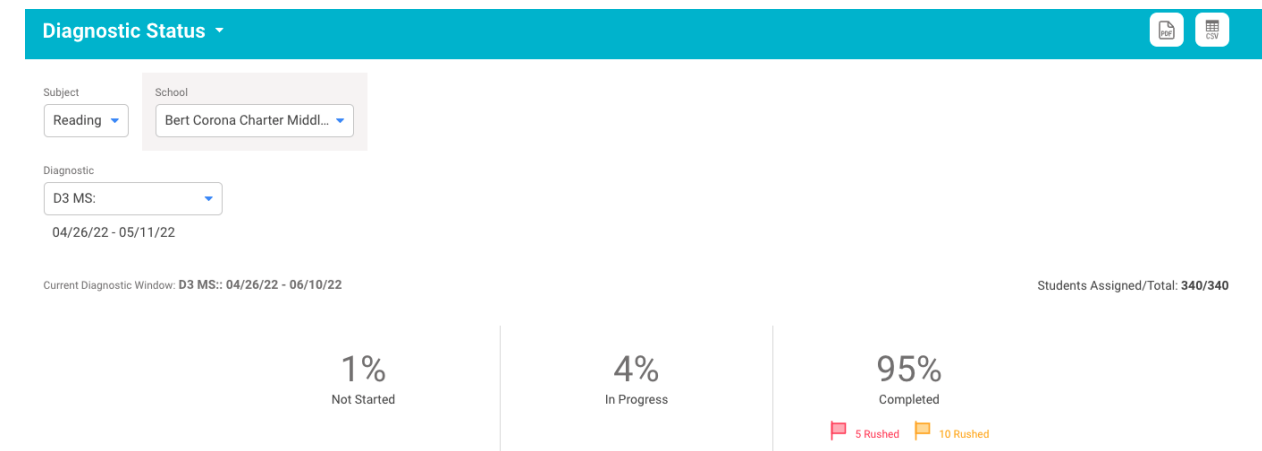
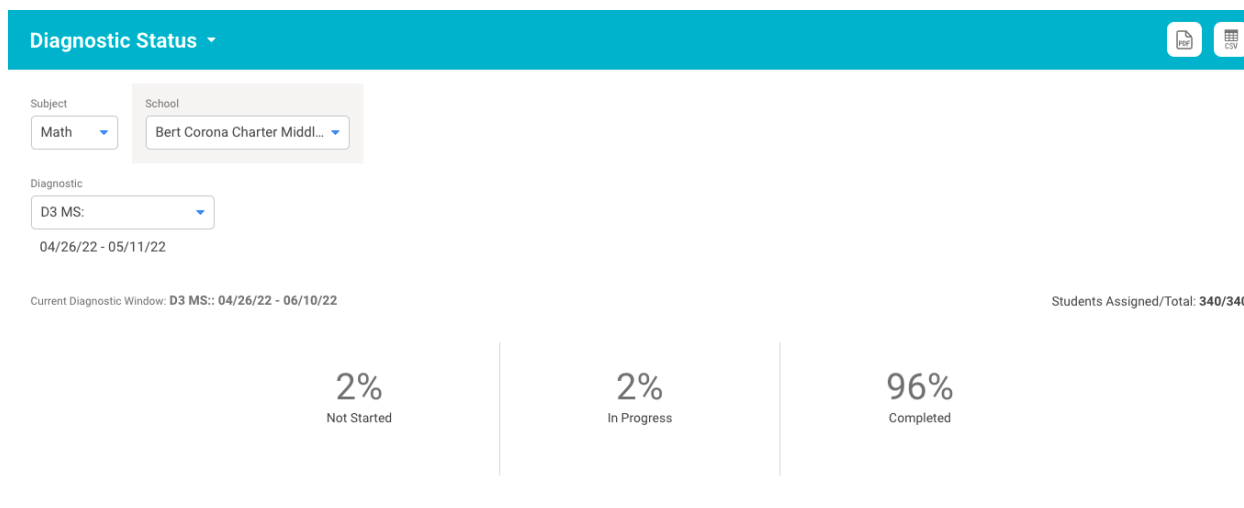
1. Please complete the below table including each state-approved verified data assessment the school is using, include the academic area (English Language Arts and Math), grade level assessed, participation rate and the frequency of administration of each assessment.

Academic Progress Indicator(s) for the 2021-2022 School Year:

Academic Progress Indicator: iReady Reading Diagnostic	Grade Levels: Grades 5-8	Assessment Administration: 3 times per year	95% Participation Met*: <input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
Academic Progress Indicator: iReady Math Diagnostic	Grade Levels: Grades 5-8	Assessment Administration: 3 times per year	95% Participation Met*: <input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
Academic Progress Indicator: Choose an item.	Grade Levels: Click or tap here to enter text.	Assessment Administration: Choose an item.	95% Participation Met*: <input type="checkbox"/> Met <input type="checkbox"/> Not Met



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2. If a 95% participation rate was not achieved on any assessment, please provide a plan of action to meet the 95% participation rate.
95% completion rate was met for the final assessment (taken in early May 2022). To hit this threshold, we simply discussed the importance of hitting 95% with the instructional team and asked teachers/proctors to follow up with their students to finish in the days following our iReady diagnostic. Teachers provided a quiet space during advisory classes to allow students to finish and our admin team supported by continually checking our completion rates and updating the entire team on our status as a school and by grade level.

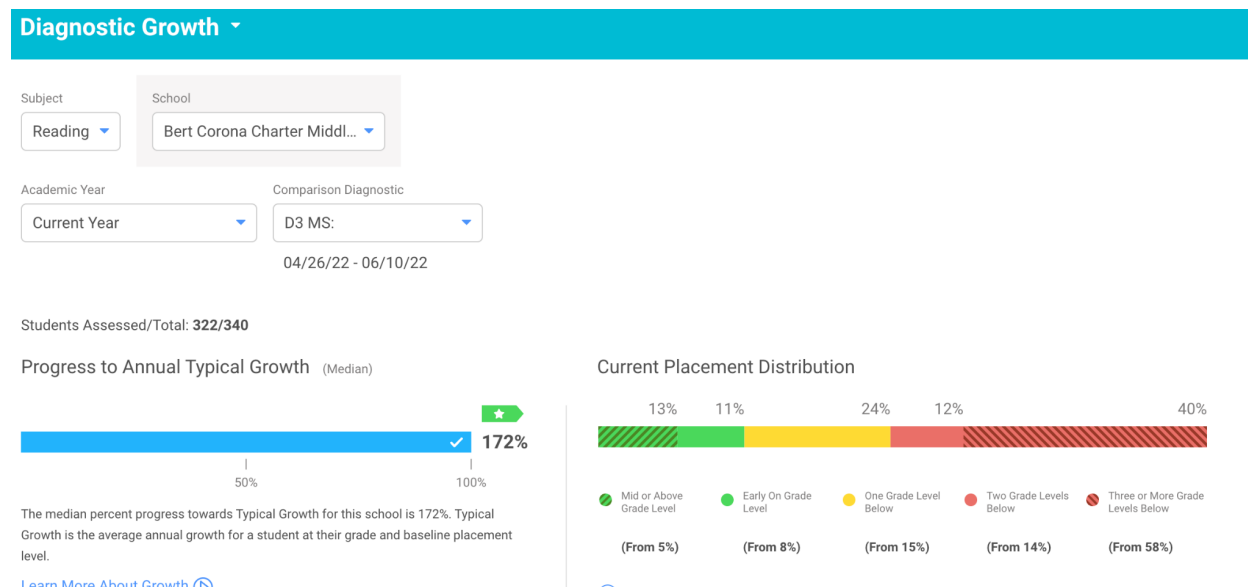


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3. Please provide the publisher's growth report (e.g., iReady provide iReady's Typical Growth Measure; NWEA provide Measures of Academic Progress; etc.). For a complete list of growth reports, please review the following CDE document: [November 2020 SBE Agenda Item 14](#) (pages 23-29). Based on the report(s), please provide the following:
- School wide (if available) **and** disaggregated subgroup data.
 - Describe how the data submitted shows growth in student achievement. What do you attribute that led to that growth?
 - For data that did not demonstrate growth, please provide a root cause analysis and plans for improvement.

Our students demonstrated growth across the board this year. Each subgroup and grade level demonstrated growth on their diagnostic, and we are excited about the level of growth we are seeing from our students.

Reading:



As an entire school, our students' median typical growth (the metric recommended by iReady for tracking group progress) was 172% of their annual typical growth expectations. Our students excelled at all grade levels, demonstrating growth from 165% to 200% growth. Moreover, our students moved up in their performance bands. We grew from 13% of students being on grade level to 24%, 15% of students one level below to 24%, and in the lowest performance bands, we dropped from 72% performing 2 or more levels below to only 52%. In



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the breakdown below, it is clear that all of our students surpassed our expectations and grew significantly.

Show Results By
Grade ▾

Showing 4 of 4

Grade ▾	Annual Typical Growth ⓘ		Annual Stretch Growth® ⓘ		% Students with Improved Placement ▾
	Progress (Median) ▾	% Met ▾	Progress (Median) ▾	% Met ▾	
Grade 5	175%	82%	77%	24%	82%
Grade 6	200%	72%	71%	39%	66%
Grade 7	165%	63%	55%	28%	55%
Grade 8	167%	66%	59%	31%	63%

Our goal for iReady when we started the year was 100% typical growth and 50% stretch growth. Again, we surpassed this in all grade levels.

In addition to analyzing our schoolwide, it is also important to ensure we analyze how individual students and subgroups are performing. After each diagnostic, we break down how everyone is performing and meet with each teacher to discuss performance. As part of the subgroup analysis, we look at how our ELs and our Students with Special needs are performing in comparison with the general population. Schoolwide, our English Learners grew an average of 31 points on their diagnostic over the course of the year compared to 25 points of growth on average for our general population. Students with special needs increased 36 points on average compared to 25 points for the general population. This shows that although our student subgroups start at a lower scale score, our team and our students are making up the academic gap over the time they are with us at our school.



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D3 MATH SCALE SCORE ANALYSIS											
AVERAGE SCALE SCORE BY GL		AVERAGE SCALE SCORE FOR ELs BY GL				AVERAGE SCALE SCORE FOR SPED BY GL					
Grade	AVERAGE of D3 Scale Score May 2022		EL Status				SPED				
		Grade	EL	Non-EL	Grand Total	Grade	N	Y	Grand Total		
5	546	5	511	565	546	5	543	566	546		
6	559	6	527	574	559	6	572	521	559		
7	565	7	508	593	565	7	578	520	565		
8	591	8	567	603	591	8	593	581	591		
Grand Total	571	Grand Total	534	589	571	Grand Total	580	538	571		

D3 MATH SCALE SCORE GROWTH ANALYSIS (Diagnostic 1 to Diagnostic 3)											
AVERAGE GROWTH BY GL		AVERAGE GROWTH FOR ELs BY GL				AVERAGE GROWTH FOR SPED BY GL					
Grade	Average Growth		EL Status				SPED				
		Grade	EL	Non-EL	Grand Total	Grade	N	Y	Grand Total		
5	29	5	17	35	29	5	28	34	29		
6	34	6	39	32	34	6	32	39	34		
7	21	7	22	21	21	7	21	24	21		
8	26	8	34	22	26	8	21	49	26		
Grand Total	27	Grand Total	31	25	27	Grand Total	25	36	27		

The image above represents performance on our final diagnostic using two metrics. First (in the boxes with the green title banners), we can see overall scale scores for groups of students by grade level. Scale scores are generated based on the correct and incorrect responses on the test. In the table below, you can see the breakdown of scale scores for each grade level. For a 6th grade student to score at the sixth grade level, they must have a scale score of 495 to 564.

Overall—Mathematics (K–8 All and Integrated)

Overall Placements

Placement Grade Level	Student Grade												
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
Emerging K	100–361	100–346	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grade K	362–454	347–401	100–386	100–386	100–386	100–386	100–386	100–386	100–386	100–386	100–386	100–386	100–386
Grade 1	455–496	402–496	387–427	387–412	387–412	387–412	387–412	387–412	387–412	387–412	387–412	387–412	387–412
Grade 2	497–506	497–506	428–506	413–448	413–433	413–433	413–433	413–433	413–433	413–433	413–433	413–433	413–433
Grade 3	507–800	507–516	507–516	449–516	434–464	434–449	434–449	434–449	434–449	434–449	434–449	434–449	434–449
Grade 4	N/A	517–800	517–526	517–526	465–526	450–479	450–464	450–464	450–464	450–464	450–464	450–464	450–464
Grade 5	N/A	N/A	527–800	527–540	527–540	480–540	465–494	465–479	465–479	465–479	465–479	465–479	465–479
Grade 6	N/A	N/A	N/A	541–800	541–564	541–564	495–564	480–507	480–492	480–492	480–492	480–492	480–492
Grade 7	N/A	N/A	N/A	N/A	565–800	565–574	565–574	508–574	493–517	493–502	493–502	493–502	493–502
Grade 8	N/A	N/A	N/A	N/A	N/A	575–800	575–585	575–585	518–585	503–514	503–514	503–514	503–514
Grade 9	N/A	N/A	N/A	N/A	N/A	N/A	586–800	586–598	586–598	515–598	515–555	515–540	515–540
Grade 10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	599–800	599–610	599–610	556–610	541–563	541–548
Grade 11	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	611–800	611–629	611–629	564–629	549–571
Grade 12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	630–800	630–800	630–800	572–800



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Reading Placements—Overall

Placement Grade Level	Student Grade												
	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
Emerging K	100–361	100–346	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grade K	362–479	347–433	100–418	100–418	100–418	100–418	100–418	100–418	100–418	100–418	100–418	100–418	100–418
Grade 1	480–536	434–536	419–488	419–473	419–473	419–473	419–473	419–473	419–473	419–473	419–473	419–473	419–473
Grade 2	537–560	537–560	489–560	474–510	474–495	474–495	474–495	474–495	474–495	474–495	474–495	474–495	474–495
Grade 3	561–800	561–602	561–602	511–602	496–556	496–541	496–541	496–541	496–541	496–541	496–541	496–541	496–541
Grade 4	N/A	603–800	603–629	603–629	557–629	542–580	542–565	542–565	542–565	542–565	542–565	542–565	542–565
Grade 5	N/A	N/A	630–800	630–640	630–640	581–640	566–597	566–582	566–582	566–582	566–582	566–582	566–582
Grade 6	N/A	N/A	N/A	641–800	641–653	641–653	598–653	583–608	583–593	583–593	583–593	583–593	583–593
Grade 7	N/A	N/A	N/A	N/A	654–800	654–669	654–669	609–669	594–619	594–604	594–604	594–604	594–604
Grade 8	N/A	N/A	N/A	N/A	N/A	670–800	670–684	670–684	620–684	605–639	605–624	605–624	605–624
Grade 9	N/A	N/A	N/A	N/A	N/A	N/A	685–800	685–703	685–703	640–703	625–651	625–636	625–636
Grade 10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	704–800	704–723	704–723	652–723	637–659	637–644
Grade 11	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	724–800	724–735	724–735	660–735	645–667
Grade 12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	736–800	736–800	736–800	668–800



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The average scale score schoolwide was 571. As expected, our English learners and students with special needs did not score as high on their average scale score as the general education students. However, the exciting part of this data is the second section (under the orange title banners). This data shows average growth by subgroup and grade level. The numbers represent the total number of points students increased their scale scores over the course of the year. On the table below, we can see that EL student growth and growth for students with special needs exceeded that of our general population.

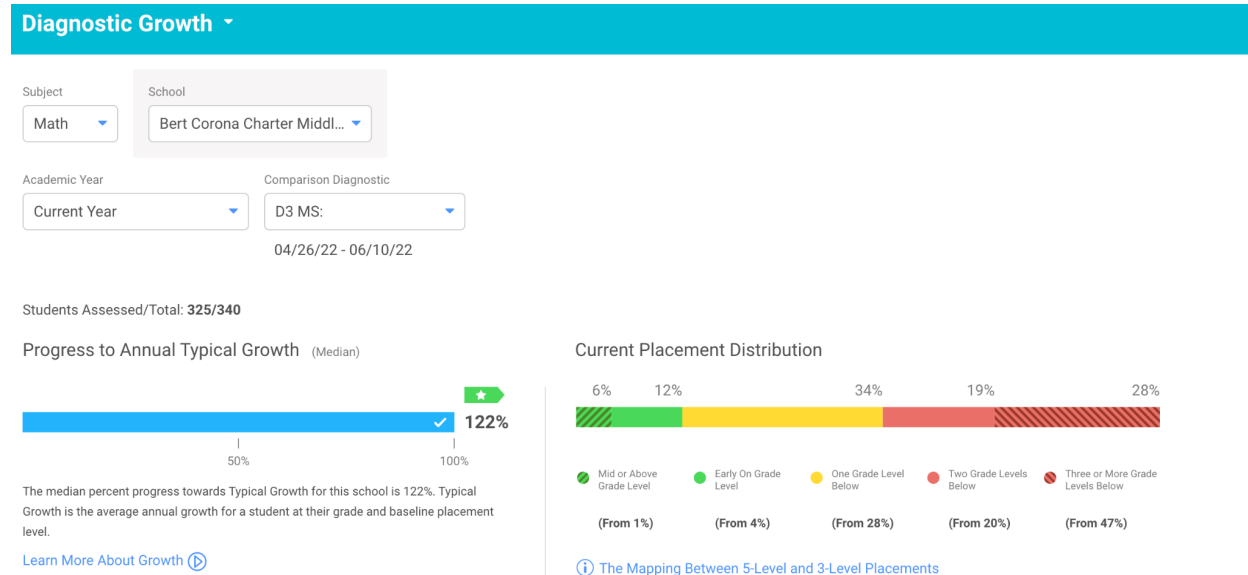
D3 MATH SCALE SCORE ANALYSIS											
AVERAGE SCALE SCORE BY GL			AVERAGE SCALE SCORE FOR ELs BY GL				AVERAGE SCALE SCORE FOR SPED BY GL				
		AVERAGE of D3 Scale Score May 2022									
Grade			EL Status			SPED					
	5	546	Grade	EL	Non-EL	Grand Total	Grade	N	Y	Grand Total	
	6	559		5	511	565	5	543	566	546	
	7	565		6	527	574	6	572	521	559	
	8	591		7	508	593	7	578	520	565	
Grand Total		571		8	567	603	8	593	581	591	
			Grand Total		534	589	571	Grand Total	580	538	571
D3 MATH SCALE SCORE GROWTH ANALYSIS (Diagnostic 1 to Diagnostic 3)											
AVERAGE GROWTH BY GL			AVERAGE GROWTH FOR ELs BY GL				AVERAGE GROWTH FOR SPED BY GL				
		Average Growth									
Grade			EL Status			SPED					
	5	29	Grade	EL	Non-EL	Grand Total	Grade	N	Y	Grand Total	
	6	34		5	17	35	5	28	34	29	
	7	21		6	39	32	6	32	39	34	
	8	26		7	22	21	7	21	24	21	
Grand Total		27		8	34	22	26	8	21	49	26
			Grand Total		31	25	27	Grand Total	25	36	27

This indicates that our students in special populations are not being left behind and they are making up the difference in their learning gap so they can catch up to their general population peers.



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Math:



Just as they did in reading, our student exceeded expectations in math. Schoolwide, our students hit 122% of their annual typical growth, and every grade level contributed that that overall success:

Show Results By					
Grade					
Showing 4 of 4					
Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement
	Progress (Median)	% Met	Progress (Median)	% Met	
Grade 5	115%	65%	58%	12%	82%
Grade 6	121%	60%	58%	22%	66%
Grade 7	150%	66%	73%	37%	64%
Grade 8	108%	52%	42%	17%	51%

Again, our goal was to hit 100% typical growth and 50% stretch growth. Our students surpassed the typical growth goal and all grade levels but one passed the goal for stretch growth as well (8th grade was close with 42% stretch growth).



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Just as was discussed for reading, we also take careful steps to analyze performance across all student groups for our mathematics diagnostic. Our initial assessment indicated that a large percentage of students were performing below grade level. The great thing about the iReady assessment is the focus on growth rather than reaching for a specific score. A grade level scale score is between 580 and 680, so we will continue to strive for a higher average scale score for each grade level. However, we are very proud of the growth our students have demonstrated and that our students exceeded typical growth expectations across the board. Schoolwide, our English Learners grew an average of 17 points on their diagnostic over the course of the year compared to 28 points of growth on average for our general population. Students with special needs increased 33 points on average compared to 22 points for the general population. In ELA, both of our these student subgroups out-performed their general education peers in terms of growth. In math, our students with special needs outgrew the general population, but our English Learners did not. This will be an area of growth for next year so our ELs grow as much in math as they do in ELA.

D3 MATH SCALE SCORE ANALYSIS									
AVERAGE SCALE SCORE BY GL		AVERAGE SCALE SCORE FOR ELs BY GL				AVERAGE SCALE SCORE FOR SPED BY GL			
Grade	Average Growth	Grade	EL Status			Grade	SPED		
			EL	Non-EL	Grand Total		N	Y	Grand Total
5	457	5	447	463	457	5	455	471	457
6	469	6	451	477	469	6	474	452	469
7	483	7	458	495	483	7	490	455	483
8	488	8	477	493	488	8	490	481	488
Grand Total	479	Grand Total	461	487	479	Grand Total	483	461	479
D3 MATH SCALE SCORE GROWTH ANALYSIS (Diagnostic 1 to Diagnostic 3)									
AVERAGE GROWTH BY GL		AVERAGE GROWTH FOR ELs BY GL				AVERAGE GROWTH FOR SPED BY GL			
Grade	Average Growth	Grade	EL Status			Grade	SPED		
			EL	Non-EL	Grand Total		N	Y	Grand Total
5	23	5	27	21	23	5	23	24	23
6	23	6	16	26	23	6	18	38	23
7	24	7	18	27	24	7	27	14	24
8	26	8	15	31	26	8	22	52	26
Grand Total	24	Grand Total	17	28	24	Grand Total	22	33	24

Here, you can see again that our English learners and students with special needs do not have quite as high scale scores as the general population, but they are demonstrating growth across the board. Our students with special needs are exceeding the growth of the general population in most grade levels. Our English learners are growing in solid margins, but they are not quite keeping up with their peers. This year, we worked with our teachers to integrate ELD strategies and standards into their classrooms, and it worked very well for our reading results (this will be discussed more in depth in subsequent paragraphs). While we are proud of the growth our ELs



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demonstrated across the board, we will continue to work on integrating and implementing these strategies more effectively in our math classes.

4. Were the assessments administered as intended, consistent with the test publishers' administration and test security procedures?

Our assessments were all administered as intended. We run a testing schedule so students have ample time to complete their assessments. Prior to diagnostic testing, our teachers review student data and goals that were discussed after the previous diagnostic. All students are assigned their reading and math assessments through their advisory teacher and teachers monitor testing to ensure students are focused on their task. At our school, our teachers actively monitor by walking around, but they also use a program called GoGuardian that allows them to monitor student activity from their teacher computer. Any student who is flagged by the system as rushing will be pulled and talked to, and perhaps given a break so they can come back to the test when they are ready to focus. Once testing is completed, teachers provide a quiet activity so students can work quietly without distracting those who are still taking their test.

5. If verified data is not submitted, please explain why.

Verified data was submitted, so this question is not applicable.

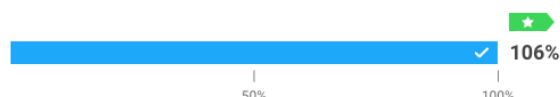


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Current Verified Data (22-23 School Year)

Schoolwide Reading

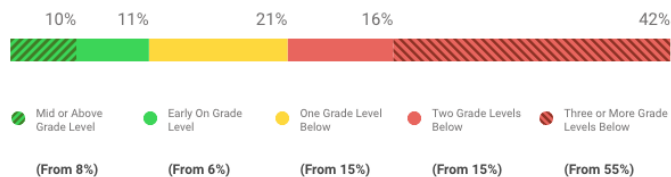
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 106%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

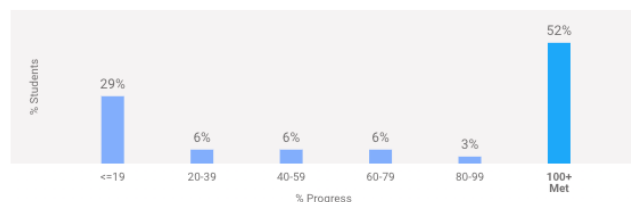
Current Placement Distribution



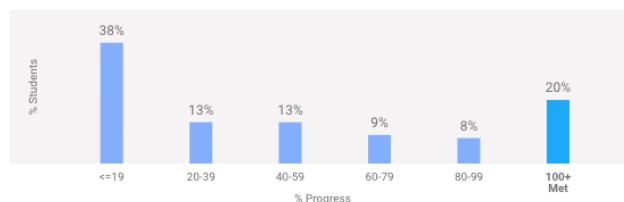
● Mid or Above Grade Level (From 8%)
● Early On Grade Level (From 6%)
● One Grade Level Below (From 15%)
● Two Grade Levels Below (From 15%)
● Three or More Grade Levels Below (From 55%)

[The Mapping Between 5-Level and 3-Level Placements](#)

Distribution of Progress to Annual Typical Growth



Distribution of Progress to Annual Stretch Growth®



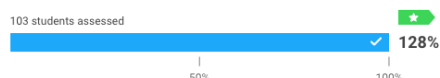
Grade	Annual Typical Growth ⓘ		Annual Stretch Growth® ⓘ		% Students with Improved Placement	Students Assessed/Total
	Progress (Median) ⌵	% Met ⌵	Progress (Median) ⌵	% Met ⌵		
Grade 5	169%	85%	79%	23%	92%	13/14
Grade 6	143%	59%	55%	24%	53%	96/108
Grade 7	67%	40%	22%	16%	40%	107/109
Grade 8	122%	52%	44%	19%	59%	101/102



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Subgroup: English Learners (all)

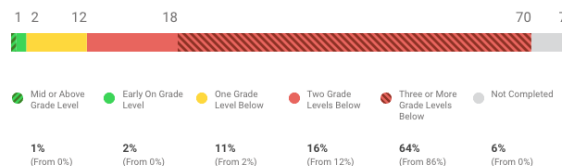
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this group is 128%. Typical Growth is the average annual growth for a student in their grade and baseline placement level.

[Learn More About Growth](#)

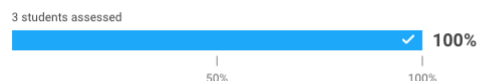
Current Placement Distribution



[The Mapping Between 5-Level and 3-Level Placements](#)

Subgroup: SPED (5th)

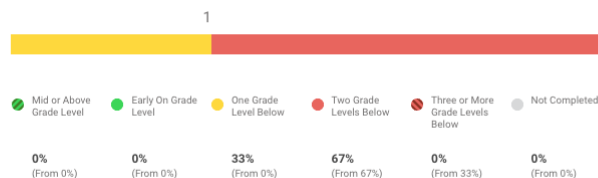
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this group is 100%. Typical Growth is the average annual growth for a student in their grade and baseline placement level.

[Learn More About Growth](#)

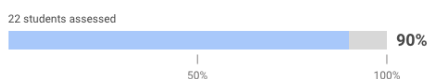
Current Placement Distribution



[The Mapping Between 5-Level and 3-Level Placements](#)

Subgroup: SPED (6th)

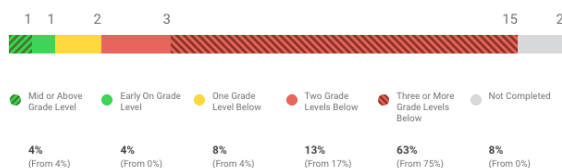
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this group is 90%. Typical Growth is the average annual growth for a student in their grade and baseline placement level.

[Learn More About Growth](#)

Current Placement Distribution



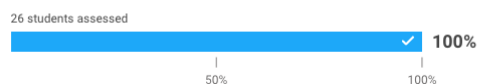
[The Mapping Between 5-Level and 3-Level Placements](#)



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Subgroup: SPED (7th)

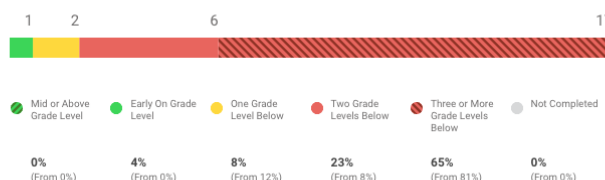
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this group is 100%. Typical Growth is the average annual growth for a student in their grade and baseline placement level.

[Learn More About Growth](#)

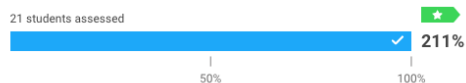
Current Placement Distribution



[The Mapping Between 5-Level and 3-Level Placements](#)

Subgroup: SPED (8th)

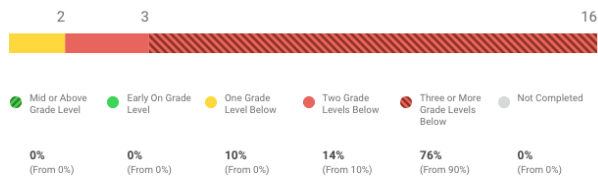
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this group is 211%. Typical Growth is the average annual growth for a student in their grade and baseline placement level.

[Learn More About Growth](#)

Current Placement Distribution



[The Mapping Between 5-Level and 3-Level Placements](#)



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Schoolwide Math

Students Assessed/Total: **318/333**

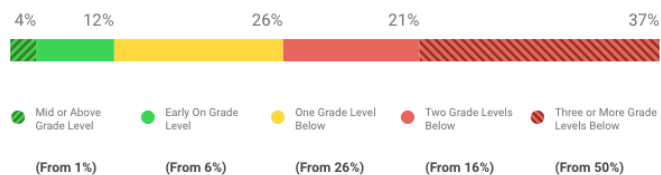
Progress to Annual Typical Growth (Median)



The median percent progress towards Typical Growth for this school is 91%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

Current Placement Distribution



[The Mapping Between 5-Level and 3-Level Placements](#)

Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement	Students Assessed/Total
	Progress (Median)	% Met	Progress (Median)	% Met		
Grade 5	22%	31%	13%	0%	46%	13/14
Grade 6	86%	45%	42%	8%	52%	99/108
Grade 7	58%	39%	26%	10%	46%	105/109
Grade 8	125%	62%	52%	25%	59%	101/102



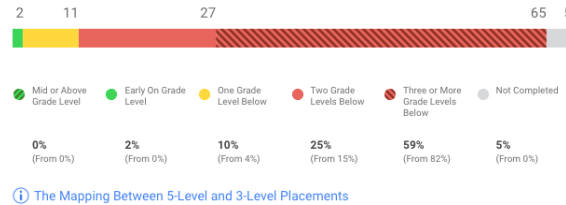
LOS ANGELES UNIFIED SCHOOL DISTRICT **CHARTER SCHOOLS DIVISION** **BERT CORONA CHARTER MIDDLE - 8054**

Subgroup: English Learners (all)

Progress to Annual Typical Growth (Median)

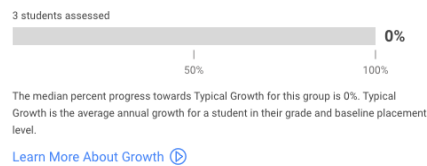


Current Placement Distribution

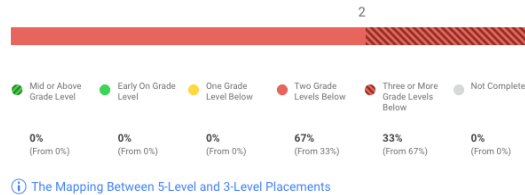


Subgroup: SPED (5th)

Progress to Annual Typical Growth (Median)

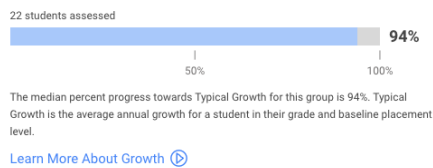


Current Placement Distribution

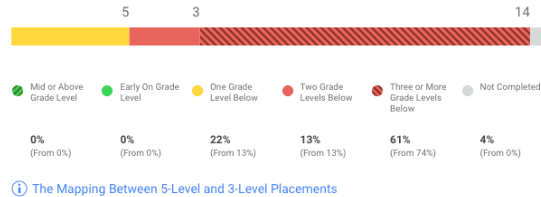


Subgroup: SPED (6th)

Progress to Annual Typical Growth (Median)

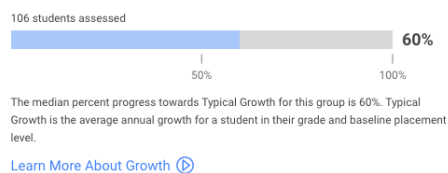


Current Placement Distribution

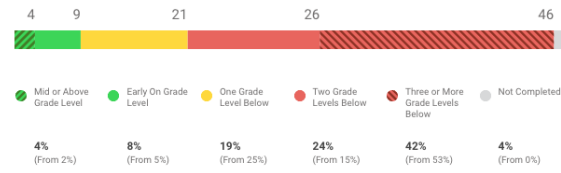


Subgroup: SPED (7th)

Progress to Annual Typical Growth (Median)



Current Placement Distribution

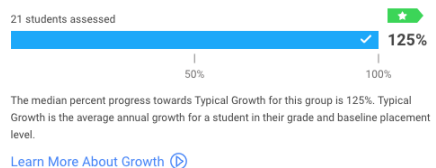


Subgroup: SPED (8th)

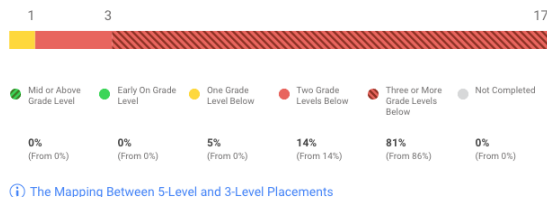


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Progress to Annual Typical Growth (Median)



Current Placement Distribution





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Special Education Questions

1. Describe the systems that the charter school uses to monitor special education compliance, specifically related to IEP timelines, services, accommodations and/or modifications for students with disabilities (SWD), and how have these systems changed throughout the school year in response to real world circumstances?

The special education monitoring system Bert Corona Charter uses is Welligent. It's a centralized, online management portal that houses all our students with individualized education plans (IEP) information and special education history. In addition, Welligent generates reports to ensure compliance with special education laws and regulations. Welligent allows us to monitor IEP timelines, services and accommodations and/or modifications for each one of our students with a disability. The 300 report is used to monitor service provision. The 200 report is used to monitor IEP timelines. The IEP Calendar report is used to schedule IEP for the school year.

During the COVID-19 pandemic shutdown, Welligent quickly updated the information on their system to reflect the emergency conditions and new means of delivery our students with disabilities would receive. It specified how a free appropriate public education (FAPE) as required by federal law would look like and to provide students with disabilities equal access to education. For example, students would receive an online education via asynchronous or synchronous virtual learning and/or home packets along with virtual teacher appointments and scheduled email check-ins.

2. Describe the special education professional development and trainings provided to charter school staff to ensure students are educated in accordance with their IEPs.

At the beginning of the school year, staff at Bert Corona Charter are required to attend 2 weeks of professional development before school starts. Within the 2 weeks, our special education director educates our staff on the importance and legalities of individualized education plans. Staff is informed on what student snapshots look like and how to refer to them in order to ensure academic success. New special education staff are encouraged to attend trainings on how to effectively utilize Welligent, our online IEP



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management system. Additionally, our paraprofessionals are offered trainings on how to support our diverse population of students with IEPs as well as behavior intervention training to become certified in restraining any student with defiant behaviors. Our special education director also encourages our team to be part of national fellowships to enhance their practice.

We have provided the following:

- Special Education 101: What Everyone Needs to Know About Special Education.
- Accommodations vs. Modifications
- The ABCs of Behavior
- MTSS Overview
- Behavior de-escalation strategies

3. Describe how the charter school uses District resources (e.g., trainings, bulletins, etc.) and applications (e.g., MyPLN, COP Resource Hub, etc.) to ensure quality IEP development/implementation and to build staff capacity.

At Bert Corona Charter School, the administration will identify topics that our special education staff can benefit from and develop needed skills with IEP development and implementation through trainings offered in the application, MyPLN. This supports the confidence in our special education staff to have a range of inclusive strategies that leads to successful investments in students with individualized education plans (IEP). Updated bulletins are shared with our special education staff when new information about special education protocols are in place. These resources and trainings are what builds our staff capacity. It helps maintain a supportive and positive climate so our special education staff can create high-quality learning experiences for our general education staff and, most importantly, positive outcomes for our students with IEPs.

1.

Coversheet

Monseñor Oscar Romero Charter School Interim Executive Administrator's Report

Section: III. Items Scheduled for Information
Item: D. Monseñor Oscar Romero Charter School Interim Executive
Administrator's Report
Purpose: FYI
Submitted by:
Related Material:
YPIOSCAR 8196 Oversight Guiding Questions-Verified Data-Special Education (2) (1).pdf



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Guiding Questions Based on 2022 Dashboard Data

Monseñor Oscar Romero Charter Middle 2022 California School Dashboard report on the school's performance in English Language Arts (ELA) indicates that the school has earned a Status level of "Low" and a Distance from Standard (DFS) of -63.1 for All Students, which is lower to the state's DFS level of -12.2. In Mathematics (Math) the school earned a Status level of "Very Low" for All Students, which is lower to the state's Status level. The report shows the school has an average DSF of -115.8 for All Students, which is lower than the state's DFS of -51.7.

Please, briefly describe the steps Monseñor Oscar Romero is taking to address the student's academic deficiencies in ELA and Math for all students.

The school has four numerically significant student groups (English Learner, Latino, Socioeconomically Disadvantaged, and Students with Disabilities). All of the four significant student groups (Latino, Socioeconomically Disadvantaged, and Students with Disabilities) have a DFS lower than the state's average in ELA and in Math.

Please, briefly describe the steps Monseñor Oscar Romero is taking to address the students' academic deficiencies in ELA and Math for the numerically significant student groups.

At MORCS we understand that many of our students were academically behind. Our state data confirms this, and it is evident that many of our students are not quite performing at grade level yet. With distance learning taking place for so long, many of our students came to us with gaps in both ELA and Mathematics. In reviewing our state data and verifying data as a team, it became clear that although many of our students are not performing at grade level, however, they are progressing toward grade-level mastery. Our iReady Verified Data serves as evidence that more than half of our students made positive growth and were able to meet their annual growth goals, which indicates that they are moving towards grade-level mastery (see table below).

Support Classes

After reviewing data sets, it was clear that we had to put together an action plan for the 22-23 school year to ensure that we were strategically filling academic gaps throughout the school year. This year, we created support classes where students were grouped based on academic needs. Our teachers had time to review CAASPP and iReady data at the start of the school year and create groups that enabled them to provide academic support in small-group settings. Our support classes are at under 20 students per group, and teachers are using resources from the iReady program to target learning gaps in the classroom strategically. These groups see each other daily for 50 minutes. In December 2022, our team was able to look at the data from their second diagnostic and move students around accordingly so that they were placed in classes that supported their greatest academic needs. Our support classes include Math Support, English Support, History Support, and Science Support.

Advisory

Additionally, we are using our advisory classes to have social-emotional and academic check-ins with our students—allowing our teachers to conference with our students and ask them about how they feel in regard to their academic growth and progress. This check-in during advisory is particularly helpful to our



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Annual Typical Growth - ALL STUDENTS		
	Math	Reading
	EOY typical growth percentage	EOY typical growth percentage
6th Grade	64%	57%
7th Grade	57%	50%
8th Grade	58%	63%
All Students	60%	57%

I-Ready Student Levels-Internal Assessment 2022

	Math	Reading
	Annual Typical Growth Percent Met	Annual Typical Growth Percent Met
All Students	60%	57%
Socioeconomically Disadvantaged Students	60%	57%
Latino Students	60%	57%
English Learners	55%	53%
Students with Disabilities	52%	68%

School Culture and ELOP

Building strong culture is key to student success. This year, we have offered many different opportunities for students to engage in clubs, sports teams, and extracurricular activities that allow them to build rapport with other teachers and students and ultimately set them up for success. Here is a list of the different clubs, sport teams, and extracurricular activities that we have offered this school year:

- Mindfulness through Art 1 - Ms. Villalobos
- Mindfulness through Art 2 - Ms. Orteiz
- Anime - Ms. Harry
- Chess Club - Mr. Guzman
- Small group tutoring 1 - Mr. Guzman
- Small group tutoring 2 - Ms. Catarino
- Yearbook Club - Ms. Reiland
- Adventure Club - Ms. Rodman
- ESports - Mr. Sarabia
- Running Club - Mr. Duran
- Girls on the Run - Ms. Villalobos
- Bookmaking Club - Ms. Flom
- Volleyball Team - Ms. Vargas and Ms. Shenavai



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- Boys Basketball Team - Mr. Vega
- Girls Basketball Team - Mr. Carbajal
- Football Team - Mr. Carbajal
- Co-Ed Soccer Team - Mr. Vazquez

Through ELOP, our teachers have been able to build community with our students and encourage them to engage in activities with their peers. We see this as an important step in helping students realize their full potential and excel in school. All of our clubs and sports teams have been led by our teaching staff and they have all stated that it has helped them build stronger relationships both in and out of the classroom with their students. The result has led to a strong culture and has built trust among our students and teachers, allowing them to grow as active citizens and lifelong learners as they engage and participate in different clubs and sports teams.

We believe that the combination of academic supports and a strong support system across the school will help to increase our overall scores. We are already seeing great results on our iReady test scores and are confident that our students will continue to excel as scholars with continued engagement in academics and extracurricular activities.





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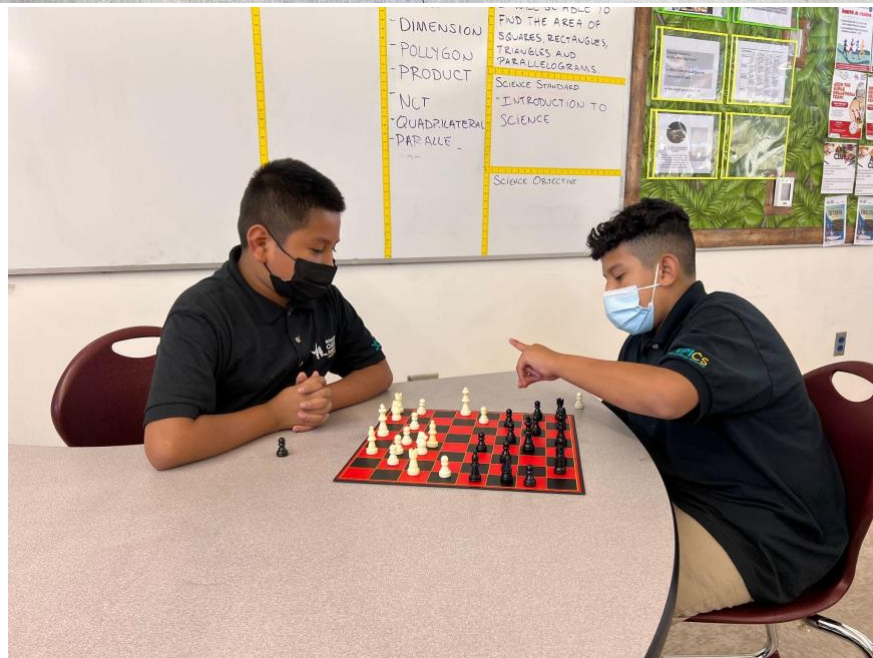
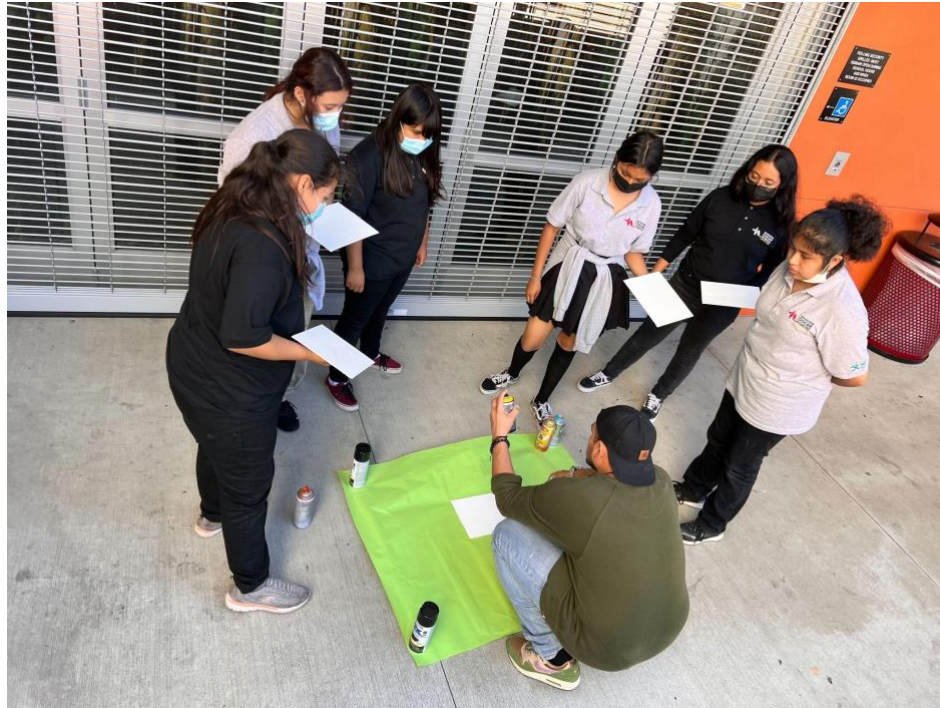


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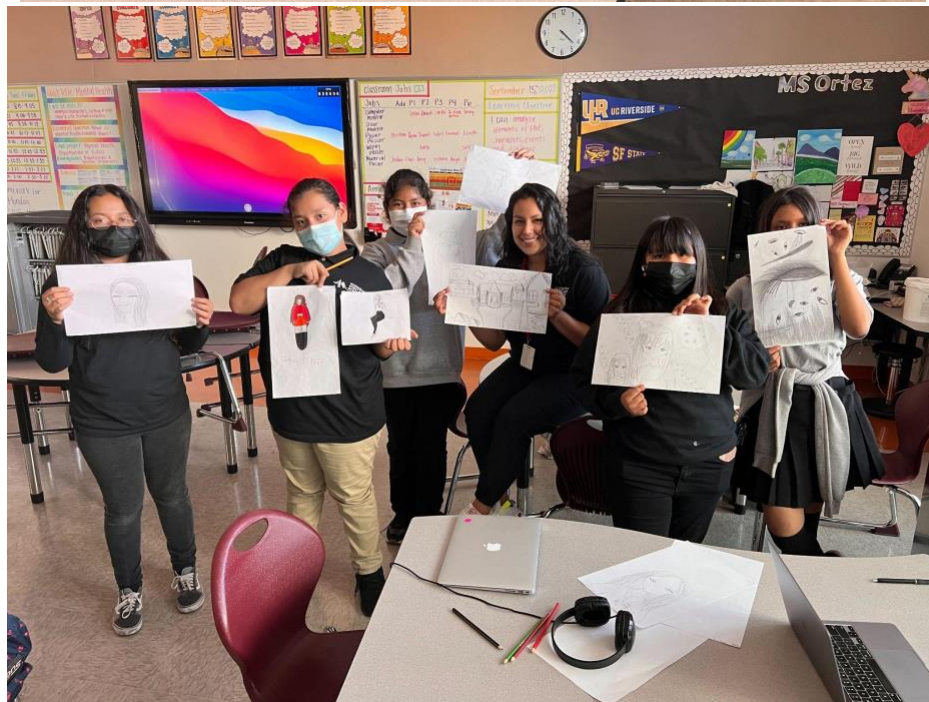
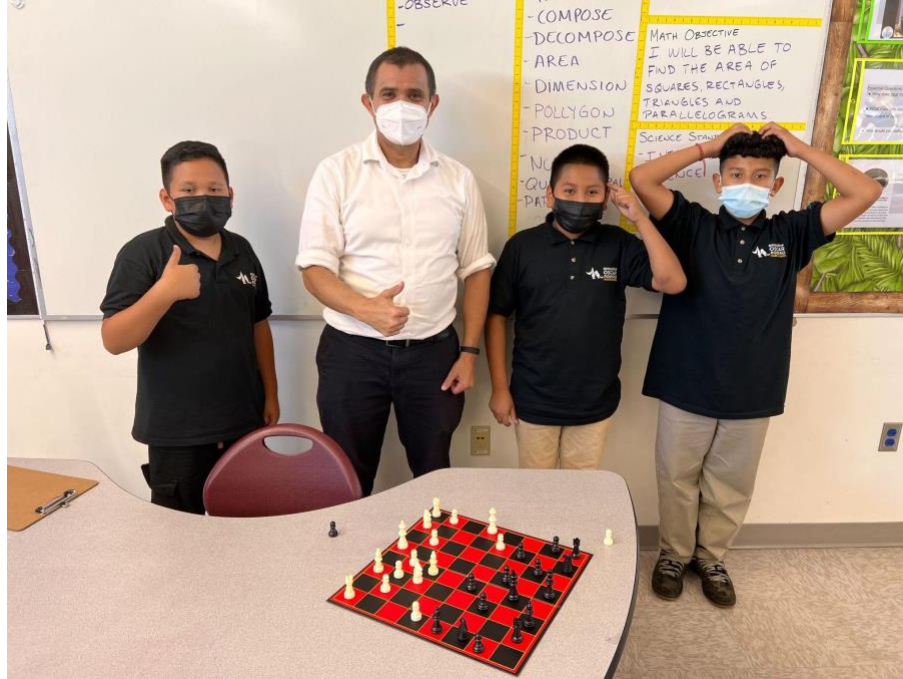


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Monseñor Oscar Romero's 2022 California School Dashboard report on the school's performance on the **Chronic Absenteeism Rate Indicator** show that the school has earned a Status level of "Very High" for All Students, which is similar to the state's Status level. The report shows that 20.1% percent of students are absent 10 percent or more of the instructional days they were enrolled, which is lower than the state at 30.0% percent. All four of the school's significant student groups (English Learner, Latino, Socioeconomically Disadvantaged, and Students with Disabilities) have a lower absentee percentage in comparison to the state.

Briefly describe the steps Monseñor Oscar Romero's leadership is taking to address the student's high chronic absenteeism at the school.

Overall, post-pandemic, we have seen an increase in chronic absenteeism which has been concerning. As a school, MORCS has focused on improving attendance rates and has implemented systems to communicate with students and families when they are in danger of falling into the category of Chronically Absent. Our leadership team has brainstormed ideas to improve our attendance rates. Each member of our site leadership team plays an essential role in ensuring that we each contribute and support families when they need assistance to improve their student's attendance. As a school, we run attendance reports to determine which students are in the chronically absent range. Once we have determined who those students are, we request to meet with the family to discuss why their child has been missing school. We have often found that students struggle with social and emotional needs. In these cases, we connect them to our on-site counselor, and if deemed necessary, we connect them with one of our counseling service providers who can provide more intensive support. This allows students to communicate with adults and discuss their social and emotional needs. Suppose students continue to miss school through



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unexcused absences. In that case, we conduct home visits by our school community coordinators to have a more in-depth conversation with families about the importance of attendance.

Additionally, the role of the school community coordinator is to identify additional community resources to support parents who are also struggling due to the pandemic. Our first tiers of support are working, and we have not had to resort to home visits lately. However, supports are in place as an option for our extreme cases. In addition to our attendance data review and connection to school resources, we offer incentives like free-dress day passes and donut celebrations for students who exhibit excellent attendance. We have found this to be a good motivator for students who struggle with wanting to come to school.

Provide, targeted instructional practices that we will observe school wide (or specific to data needs) (3-4 at most) as this will guide us during our classroom visitations (in essence what can we expect to hear and see in each classroom during our classroom visits).

At the start of the 22-23 school year, our team had an opportunity to analyze data from the 21-22 school year to determine growth areas. In analyzing our data, our team identified writing as an area of focus that we could target school wide. Additionally, based on the data, we were aware that many of our students needed to meet grade-level targets on their CAASPP test. However, we knew many of them made significant gains and progress in filling learning gaps as measured through our iReady diagnostic assessments. As a result, we agreed on a few focus areas to ensure that our instructional practices provided the necessary support to ensure continued student growth and success. The following are instructional practices that you will observe during your classroom visitations.

1. **RACE Writing Strategy** – This writing strategy aims to help students produce clear and cohesive writing. When given a prompt, students are asked to Restate, Answer, Cite, and Explain. This practice was introduced during the first semester with our students. Many have started to use it even when they are not prompted to do so, which is evidence that it promotes transparent and cohesive writing from our students.
2. **Exemplars** – One of the goals of using exemplars is to set expectations in terms of rigor. Our teachers have been using exemplars when presenting tasks requiring students to produce work and typically share an exemplar throughout their lesson to set the expectation of their work. This is particularly helpful for our ELs and students with disabilities as it helps give them a better understanding of what the end product of their task should resemble in terms of rigor.
3. **Academic Monitoring/Student Engagement**– Teachers navigate the room to check for mastery throughout lessons- as students work on questions/tasks. This typically requires the teachers to make a few rounds using a teacher pathway, or a planned route, allowing them to check for understanding as students work on their tasks. The teacher may conduct up to 3 rounds of academic monitoring. The first round is to check for engagement and that students have started the task. If any students have not started, the teacher reminds them to begin or asks a clarifying question if needed. The second round is to check for accuracy and provide feedback. If a student is not on the right track, the teacher will give them feedback and let them know that they will return one more time to check their progress. The third round allows the teacher to walk around one last time and follow up with students and/or validate their work.
4. **Student conferencing** – In some classes, you may also observe student conferencing. Our teachers often check in with students throughout the week to provide 1-on-1 or small-group feedback. This allows teachers to provide academic interventions (if necessary), accelerate advanced students, or share feedback and comments regarding student progress toward mastery.



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Review the schools progress in implementing CSD's recommendation outlined in the 2021-2022 oversight report. Specifically for the areas noted for further growth or improvement.

Student Achievement and Educational Performance – for the 20-21 school year, it was noted that 0 students were reclassified. Our records indicate seven students were reclassified in the 20-21 school year. For the 21-22 school year, 10 students were able to reclassify. This is an increase when compared to the previous school year. Altogether we had 15.57% of students achieve a level 4 on their ELPAC; however, some students could not reclassify due to their performance in basic skills assessments. This school year, we have provided targeted support for our ELs and have had them engage in practice tests before completing the Reading Inventory and/or iReady diagnostics to help them prepare to meet the performance in basic skills requirement.

Regarding organizational management, we have used data, involved stakeholders through community data walks and surveys such as Youth Truth and Parent Conference survey in identifying high-impact actions, and made strategic plans. Evidence of this can be seen through the structure of our support classes. Teachers and staff were presented with CAASPP, iReady, and ELPAC data at the start of the school year. We reviewed the data to identify the best placement for students based on their academic needs. In December, our team revisited the conversation and adjusted rosters as necessary. Some students had shown significant improvements, while others were moved to different support classes based on their academic needs. Later this school year, we are also taking time to review our current meal program. Students, families, and school staff will engage with different meal vendors to ask questions and determine if there is a need to consider another food vendor. The process of engaging all stakeholders to select a new food vendor has yet to happen over the past few years because, during the pandemic, the CDE allowed extensions of food contracts during the crisis. This school year, we plan to continue involving all stakeholders in key decisions our school makes.

Regarding our fiscal operations, our Learning and Supports Center and accounts payable staff have improved their practice by picking up necessary documents weekly on Wednesdays to be processed promptly.



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Verified Data Questions

For the state approved list of Verified Data on Academic Indicators (Assessments) and Postsecondary Indicators, please see the following CDE website: <https://www.cde.ca.gov/sp/ch/verifdatacrit.asp>

Also:

[Verified Data FAQ's](#)

Verified Data (Assessments)

1. Please complete the below table including each state-approved verified data assessment the school is using, include the academic area (English Language Arts and Math), grade level assessed, participation rate and the frequency of administration of each assessment.

Academic Progress Indicator(s) for the 2021-2022 School Year:

Academic Progress Indicator: iReady by Curriculum Associates Reading	Grade Levels: 6-8	Assessment Administration: Fall/Spring	95% Participation Met*: <input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met
Academic Progress Indicator: iReady by Curriculum Associates (Math)	Grade Levels: 6-8	Assessment Administration: Fall/Spring	95% Participation Met*: <input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met

2. If a 95% participation rate was not achieved on any assessment, please provide a plan of action to meet the 95% participation rate.
 - a. **The 95% participation rate was met.**
3. Please provide the publisher's growth report (e.g., iReady provide iReady's Typical Growth Measure; NWEA provide Measures of Academic Progress; etc.). For a complete list of growth reports, please review the following CDE document: [November 2020 SBE Agenda Item 14](#) (pages 23-29). Based on the report(s), please provide the following:
 - a. School wide (if available) **and** disaggregated subgroup data.
 - b. Describe how the data submitted shows growth in student achievement. What do you attribute that led to that growth?
 - c. For data that did not demonstrate growth, please provide a root cause analysis and plans for improvement.

Our Verified data shows growth across the board for all grade levels. In Math, 57-64% of our students were able to meet their typical growth goals and more than half of the students improved at least 1 placement level throughout the year. Additionally, between 13-27% of MORCS students were able to meet their stretch goal, putting them closer to reaching grade-level mastery. The attributed growth resulted from our teaching staff using the available resources to provide necessary interventions for our students throughout the school year.



LOS ANGELES UNIFIED SCHOOL DISTRICT
CHARTER SCHOOLS DIVISION
MONSEÑOR OSCAR ROMERO - 8196

For Reading, our numbers were similar. 50-63% of MORCS students were able to meet their typical growth goals, while 21-27% were able to meet their stretch growth goals. Additionally, 46-65% of the students were able to improve at least one placement level in their iReady diagnostic throughout the school year.

Our English Learners, Students with Disabilities, Socioeconomically Disadvantaged Students, and Latino Students had similar outcomes, with more than 50% of students in each subgroup meeting their annual typical growth goals.

The data shows that students were able to grow academically in both Reading and Math. Students had the opportunity to take the iReady diagnostic in both subject areas at the start, middle, and end of the school year. Teachers analyzed diagnostic data and created plans to target learning gaps between diagnostics. This was very helpful in identifying students who needed more intensive interventions and also gave us the data required to make placement decisions for our support classes—where teachers intentionally taught recommended materials by Curriculum Associates to help close learning gaps.

(See data on pages 7-9)



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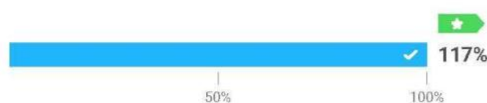
Diagnostic Growth



School Monsenor Oscar Romero Charter School
Subject Math
Academic Year 2021 - 2022
Comparison Diagnostic Final Diagnostic

Students Assessed/Total: **284/287**

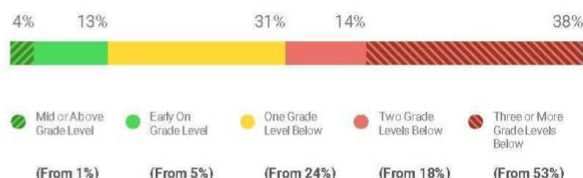
Progress to Annual Typical Growth (Median)



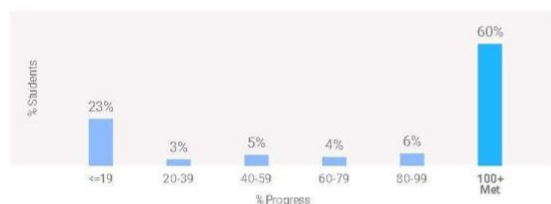
The median percent progress towards Typical Growth for this school is 117%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

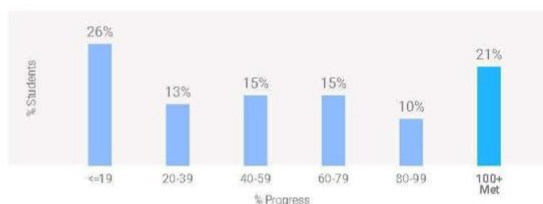
Current Placement Distribution



Distribution of Progress to Annual Typical Growth



Distribution of Progress to Annual Stretch Growth®



Choose to Show Results By

Grade

Showing 3 of 3

Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement	Students Assessed/Total
	Progress (Median)	% Met	Progress (Median)	% Met		
Grade 6	133%	64%	63%	22%	62%	87/89
Grade 7	108%	57%	50%	13%	58%	84/85
Grade 8	117%	58%	45%	27%	55%	113/113



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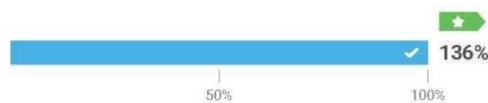
Diagnostic Growth



School Monsenor Oscar Romero Charter School
Subject Reading
Academic Year 2021 - 2022
Comparison Diagnostic Final Diagnostic

Students Assessed/Total: **282/287**

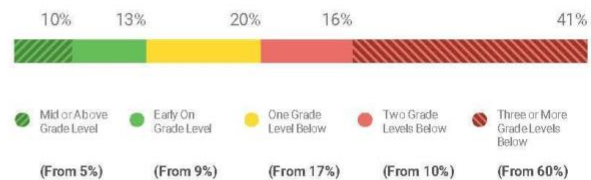
Progress to Annual Typical Growth (Median)



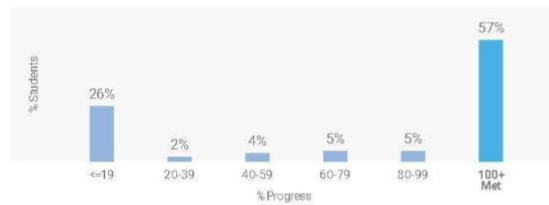
The median percent progress towards Typical Growth for this school is 136%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

[Learn More About Growth](#)

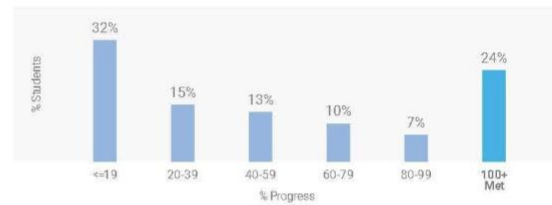
Current Placement Distribution



Distribution of Progress to Annual Typical Growth



Distribution of Progress to Annual Stretch Growth®



Choose to Show Results By

Grade

Showing 3 of 3

Grade	Annual Typical Growth		Annual Stretch Growth®		% Students with Improved Placement	Students Assessed/Total
	Progress (Median)	% Met	Progress (Median)	% Met		
Grade 6	118%	57%	46%	22%	59%	86/89
Grade 7	95%	50%	35%	21%	46%	84/85
Grade 8	164%	63%	52%	27%	65%	112/113



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	Math	Reading
	Annual Typical Growth Percent Met	Annual Typical Growth Percent Met
All Students	60%	57%
Socioeconomically Disadvantaged Students	60%	57%
Latino Students	60%	57%
English Learners	55%	53%
Students with Disabilities	52%	68%

4. Were the assessments administered as intended, consistent with the test publishers' administration and test security procedures?

If the assessments were not administered as intended, please share the facts and how they will be addressed moving forward.

The assessments were administered as intended throughout the school year. We were able to follow test security procedures similar to those that we take when administering the CAASPP and ELPAC tests. There were no unusual events throughout our testing sessions.

5. If verified data is not submitted, please explain why.

Verified data was submitted, N/A.

Special Education Questions

1. Describe the systems that the charter school uses to monitor special education compliance, specifically related to IEP timelines, services, accommodations and/or modifications for students with disabilities (SWD), and how have these systems changed throughout the school year in response to real world circumstances?
 - a. The school uses Welligent reports to monitor special education compliance. The director of special education uses the 300 report to monitor and guide service delivery of RSP supports and the provision of related services. The 200 report is used to track IEP meeting timelines. The IEP calendar report is used as a guideline when scheduling IEP meetings. The special education teachers and paraprofessionals create IEP snapshots that overview the most important IEP details. Each teacher receives a snapshot at the beginning of each school year and revisions as IEPs happen throughout the school year. The Director of Special Education also used a special education dashboard to monitor special education compliance.



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2. Describe the special education professional development and trainings provided to charter school staff to ensure students are educated in accordance with their IEPs.

- Special Education 101: What Everyone Needs to Know About Special Education.
- Accommodations vs. Modifications
- The ABCs of Behavior
- MTSS Overview
- Behavior de-escalation strategies

3. Describe how the charter school uses District resources (e.g., trainings, bulletins, etc.) and applications (e.g., MyPLN, COP Resource Hub, etc.) to ensure quality IEP development/implementation and to build staff capacity.

At the beginning of each school year, all teachers are required to get an LAUSD SSO to complete the suicide prevention training. In addition, they are made aware of the various training opportunities offered through MyPLN. Staff is aware of relevant training opportunities offered through Charter Operated Programs. Our staff has taken advantage of paraprofessional training, Welligent / Woodcock-Johnson IV training, and IEP Oral Interpretation training.

Coversheet

YPICS Executive Director's Report

Section:	III. Items Scheduled for Information
Item:	E. YPICS Executive Director's Report
Purpose:	FYI
Submitted by:	
Related Material:	Executive Director Report April 2023 Final (1).pdf



EXECUTIVE DIRECTOR'S REPORT

April 24, 2023

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.

National:

“National Alliance- Monthly Update”

posted April 17, 2023

UPDATE: Standing up for PUBLIC Charter Schools

Last week the Oklahoma Statewide Virtual Charter School Board rejected an application from the Catholic Archdiocese of Oklahoma City to create St. Isidore of Seville Catholic Virtual School, a proposed "sectarian charter school."

Why it Matters:

All charter schools are public schools and, as such, must be non-sectarian as outlined in the Constitution. Charter schools were conceived as, and have always been, innovative public schools that prove an alternative for families who want a public school option other than the one dictated by their ZIP code.

The National Alliance encourages the Oklahoma Statewide Virtual Charter School Board to uphold the Constitution.

The issue is being closely watched nationwide and has been reported in [The Hill](#), [The New York Times](#), and [The Washington Post](#).

We will continue to keep you updated as this issue progresses.

State:

—“Ed Source”

posted April 16, 2023

By [John Fensterwald](#)

Key California legislator proposes raising teacher pay by 50% over 7 years, paid for by state funding

Though not a state mandate, districts would feel pressure to follow suit...

Al Muratsuchi, the new chairman of the Assembly Education Committee, is seeking to raise pay statewide for teachers and other school workers by 50% over the next seven years. To pay for it, he’s proposing to increase base funding under the Local Control Funding Formula, also by 50%, in legislation he introduced last week.

The California Federation of Teachers, the smaller of the two unions that represents teachers, is the sole sponsor of the bill. “We went to him (Muratsuchi) with the idea to address the staffing crisis, and he agreed,” said Jeff Freitas, CFT president.

“We’re all aware of the crisis,” said Muratsuchi, a Democrat from Torrance. “Numerous studies have found that young people don’t become teachers because of pay.”

Muratsuchi [has authored other bills](#) over the past five years calling for big increases in per student funding to align California with the top 10 funded states. Although they haven’t passed, Gov. Gavin Newsom and lawmakers have capitalized on rising state revenues to approve [record increases to the funding formula](#). [Assembly Bill 938](#), however, would take a very different tack, by making higher employee pay the explicit driver of multiyear increases in TK-12 funding.

The bill assumes that school districts and charter schools would agree with the explicitly stated purpose of AB 938 and would commit the bulk of their yearly base funding increases to higher pay for employees.

But the bill would state an intention, not impose a mandate. Only future Legislatures can decide how much to spend annually on the funding formula and how to spend it. They could have a

different strategy for recruiting teachers, or they may be faced with a recession and suspend a cost-of-living adjustment, or COLA.

The bill also would not dictate the size of annual raises for employees in every district; that would remain subject to local bargaining and school board approval. But AB 938 would give employee unions leverage in their negotiations, as it should, said Freitas. Unions that reached an impasse and turned to a fact finder could refer to the Legislature's intent to justify a larger raise, for example.

"If districts ignore what is provided by the state for employees, what is left is to go out on strike," he said. "We'll be working with our unions to move forward together."

Claudia Briggs, a spokesperson for the California Teachers Association, which supports the bill, said, "We would hope that districts would act in the best interest of students and follow the intent of the law."

Along with the CFT and CTA, Muratsuchi can expect unions serving classified workers, like the Service Employees International Union, will be four-square behind AB 938.

Following a three-day strike last month, SEIU 99, representing hourly employees in Los Angeles Unified, ratified a contract giving members a phased-in 30% pay increase — already more than half-way toward the 50% target raise under the bill.

A hearing on the bill before the Assembly Education Committee is scheduled for April 26, when the CFT plans to launch its campaign for the bill, with dozens of school employees from across the state rallying at the Capitol and testifying at the hearing.

Some skepticism, concerns

Muratsuchi said the bill underscores the need to address a growing "teacher wage penalty" that discourages young people from going into teaching. The preamble of the bill cites a [2022 study by the Economic Policy Institute](#) that found that the gap between wages of teachers and other professions with similar education and certification requirements has grown to 17.6% in California and 23.5% nationwide in 2021.

Muratsuchi said the strike in Los Angeles Unified highlighted that cafeteria workers were not getting paid a living wage. "The pay wasn't enough to fill these and other positions," he said.

However, Muratsuchi may face opposition from school district management organizations, which were not consulted in drafting the bills. The California School Boards Association and the Association of California School Administrators are withholding public comment, for now.

But other observers, while agreeing with the bill's revenue aspirations, are expressing reservations about its solutions.

“Raising LCFF rates by 50% is admirable, and all education advocates, including me, support this aspirational goal. Achieving this goal, however, is not realistic given plummeting state revenues and consensus economic forecasts,” said Eric Premack, executive director of the [Charter Schools Development Center](#), which provides leadership development, advocacy and technical assistance on charter school issues.

Todd Maddison, director of research for [Transparent California](#), a project that compiles and makes publicly available government pay and pension data in California, questions the Economic Policy Institute’s data. [His analysis of 2021-22 compensation](#) determined the median California teacher salary was \$96,323 – \$8,000 more than a comparably educated worker outside of education.

Added Premack, “When combined with a very strong retirement system, the typical substantial health and welfare benefits, and typical work year of 185 days, and unparalleled job security, this is very sound compensation.”

Employee compensation consumes 85% to 90% of all district expenditures; the remaining 10-15% must absorb rising costs of employee pension obligations and health-care contributions, putting a squeeze on other initiatives to raise student achievement.

The bill would encroach on school boards’ discretion under local control, said Mike Fine, CEO of the Fiscal Crisis and Management Assistance Team, or [FCMAT](#), a school finance agency charged with helping school districts in financial trouble. Restricting the Local Control Funding Formula’s unrestricted funding is at odds with the law’s principles, he said. ‘At some point the “L” won’t be ‘local’ but ‘legislative’.’”

Fine, too, credits Muratsuchi pointing out the need for addressing compensation. “Without adequate year-over-year increases that align with inflation, the purchasing power of school employees declines,” as the Economic Policy Institute report indicates, he said.

But some districts have lower compensation levels to offset lower class sizes or other classroom supports, Fine said. “The value of local collective bargaining is that it considers local conditions based on the welfare of the students and community. Why should their local decision be penalized?”

Premack said awarding the same across-the-board increases for all teachers is an inefficient approach. “It’s an extremely expensive way to address teacher shortage/retention issues, especially when we know that the shortage is most problematic in specific areas,” he said, such as math, science and special education.

The funding formula’s base funding, making up 82% of the total, covers districts’ basic expenditures, from textbooks to electricity to employee compensation. The remaining 18% is dedicated to raising student achievement of underserved students and is distributed through “supplemental” and “concentration” grants to districts based on the numbers of English learners and low-income, homeless and foster students who attend.

All districts receive the same base funding per student. The funding varies by grade span, recognizing that it costs more to educate high school students than elementary and middle school students. AB 938 would set new funding targets for grade spans for 2030-31, from \$13,749 per student for kindergarten through third grade to \$16,653 per student grades 9 to 12. That is 50% more than the \$9,166 to \$11,102 respectively that districts are receiving this year for those grades.

Using the state's latest projections for annual cost-of-living adjustments for the next four years and smaller COLA estimates for the remaining years, assuming inflation will be tamed by then, the school consultancy firm School Services of California estimates that COLAs will cover most, but not the full 50% pay raise in the bill. The state would have to meet the 11% estimated shortfall by funding a "super COLA" over the next seven years or raise more revenue for education — an option the bill does not cover.

In his January budget proposal, Newsom included an 8% COLA for 2023-24, but projections will undoubtedly change with economic conditions, and calculating how much they are contributing annually to meet the 50% raises will likely be complex.

The bill calls for using the teacher salary schedules that FCMAT and unions annually collect for the state, called the Form J-90. Filing is currently voluntary, with about 80% of districts enrolling 95.6% of students participating; it would become mandatory, starting in 2023-24. But districts have not reported salaries for classified workers, and unlike certificated employees, who have several salary schedules, classified bargaining units usually have 40 to 50 salary schedules tied to various jobs, from bus drivers to classroom aides, Fine said, so the structure of the reporting and the volume of data will be complicated and increase significantly.

"There needs to be a thoughtful discussion about the proposal to identify the opportunities and challenges it presents," Fine said.

From California Charter Schools Association

"CCSA - Update"

posted April 20, 2023

LOS ANGELES, CA – California Charter Schools Association President and CEO Myrna Castrejón issued the following statement today regarding the passing of former Los Angeles Mayor and philanthropist Richard Riordan:

"The California Charter Schools Association joins the City of Angels in mourning the passing of former Los Angeles Mayor Richard Riordan.

"'Tough enough to turn LA around' was Richard Riordan's 1993 slogan when he first ran for Los Angeles Mayor, and one that he lived-up to in his two terms taking-on the economic challenges and uniting a fractured city following the 1992 riots. He was not afraid to shake things up at City

Hall and his victory was appropriately headlined 'A POLITICAL EARTHQUAKE IN L.A.?' by the Washington Post.

"Mayor Riordan understood that moving Los Angeles forward required attention to the success of public schools from every vantage point and engaged from City Hall to push schools to respond more quickly and effectively to improve student outcomes with urgency and purpose. He helped elect reform-focused candidates to the Los Angeles Unified School Board, which led the way for increased public education opportunities for families, including charter public schools, giving them more options for their kids.

"Mayor Riordan helped put charter public schools on the path to success and as a result, millions of students, not only in Los Angeles but across California have benefited from a high-quality education because of his vision and leadership.

"He also lived his civic responsibility through his philanthropic work contributing millions of dollars of his personal wealth to causes that helped disadvantaged children. He launched the Riordan Foundation in 1981, with the mission to help children become proficient in reading and writing by the end of second grade. The majority of the Foundation resources have funded computer-assisted literacy programs for kindergarten through fifth grade. His legacy will live through the countless kids he helped through his public service work and philanthropy.

"On behalf of our Board of Directors and the entire charter community, we extend our sincere condolences to his wife, Elizabeth, his children, and grandchildren.

YPICS:

Summer School Program

YPICS is currently scheduled to operate Summer School at both Bert Corona and Monsenor Oscar Romero Charter Schools. Summer School is currently planned to begin the week after school ends.

Expanded Learning

The Expanded Learning Opportunities Program (ELO-P) provides funding for after school and summer school enrichment programs for transitional kindergarten (TK) through sixth grade.

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. Expanded learning programs are pupil-centered; results-driven; include community partners; and complement, but do not replicate, learning activities in the regular school day and school year.

Next year, schools will receive an audit finding if the ELO-P is not implemented and if funds are not spent. The budget update can be seen in the budget fiscal reports.

The proposed legislation contains dozens of other changes. Most are technical in nature, but some more substantive ones of interest to charter schools include the following:

- Clarifies penalties for not offering Expanded Learning under the state's new Expanded Learning Opportunities Program (ELOP).
- It would clarify the interaction of penalties for (1) failing to serve eligible students and (2) penalties for failing to operate the program for all the required hours or days.

The law would call for pro-rata penalties based on the proportion of eligible students not served. Any additional penalties for failing to operate the program for the required number of hours or days would be assessed after the first type of penalty is assessed (if any) and would reduce funding by 0.0049 times the number of days a charter school failed to meet the daily/hourly offering requirement.

YPI Charter Schools are providing students a variety of engaging vendors, field trips, assemblies, and special events. We are excited to provide our students with a variety of possibilities and engaging opportunities.

Oversight Visits

The middle schools have each had their respective oversight visits. Monseñor Oscar Romero Charter School participated in this review on April 14, 2023. Thank you, Board President Keipp, for joining the visit! The Team was well prepared and the focus on rigor and joy could be seen throughout the school that Friday. The Bert Corona Middle visited happened on Tuesday, April 18, 2023. Our Successful All partners also joined us for both visits. Both schools were prepared, proud of the teacher instructional work and student engagement. The High School visit is Friday, April 28, 2023. Board Treasurer, Michael Green plans to join us for this visit. The YPI Charter Schools' are still supported by CSD Specialist Dr. Blanca Alves-Monster. She has been with us for 7 (almost 8) years. We expect final reports by the end of June early July. We will provide the Board with the reports as soon as we receive them.

LCAP Update

The school leaders have been on listening tours all year during parent meetings, teacher TPDs, student councils, SAC Meetings, and reading survey results, from the November Youth Truth Survey, Parent Conference Spring Survey, YPICS Community Data Walks and Café Con Los Directores meetings. The purpose of the listening tours is to always gather stakeholder feedback about what is working at our schools and to clearly define areas of growth. The YPICS Teams have been collecting data all year. We are currently reviewing current LCAPS goals and are preparing new action steps. LCAPs will be shared with Stakeholders in May and brought before the Board for Approval in June.

Coversheet

YPICS March 2023 Financials and Check Registers

Section:	IV. Items Scheduled For Action
Item:	A. YPICS March 2023 Financials and Check Registers
Purpose:	Vote
Submitted by:	
Related Material:	22-23 YPICS Financials Board Packet 03.23.pdf

YPI Charter Schools Inc - Financial Dashboard (March 2023)

1

Key Performance Indicators

ADA vs. Budget



Cash on Hand



Net Income / (Loss)

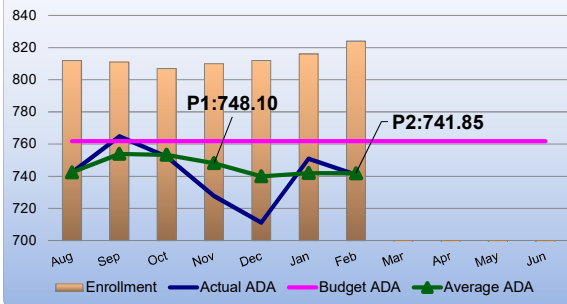


Year-End Cash



2

ADA & Enrollment



KEY POINTS

Cash on hand at June 30, 2021 was \$7.1M which represents 42.1% of total expenses.

3

Average Daily Attendance Analysis

Category	Actual through Month 7	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Month Forecast	Prior Year P2
Enrollment	824	823	815	8	810	832
ADA %	91.2%	91.0%	92.0%	-1.0%	92.8%	90.1%
Average ADA	741.85	742.26	761.82	(19.56)	751.31	749.87

4

LCFF Supplemental & Concentration Grant Factors

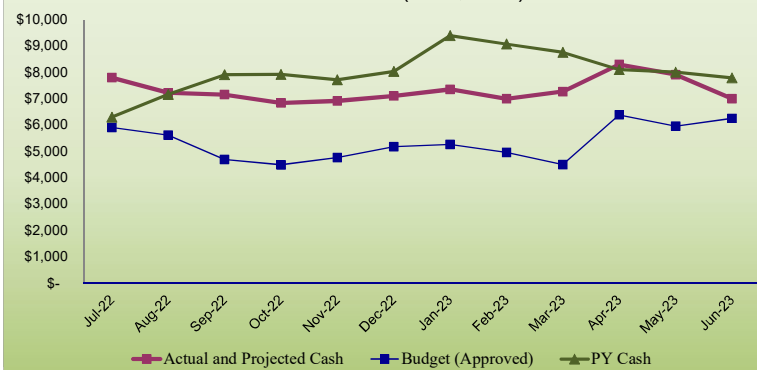
Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	87.9%	91.5%	3.7%	89.4%
3-Year Average %	89.8%	91.0%	1.2%	90.3%
District UPP C. Grant Cap	85.6%	85.6%	0.0%	85.6%

5

INCOME STATEMENT	Forecast	VS. Budget		VS. Last Month		FY 22-23 YTD			Historical	
	As of 03/31/23	FY 22-23 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 21-22	FY 20-21
Local Control Funding Formula	10,199,137	10,161,707	37,431	10,316,984	(117,846)	6,714,071	6,563,756	150,315	9,754,158	9,729,105
Federal Revenue	2,865,604	3,317,749	(452,145)	3,404,774	(539,170)	1,222,820	551,185	671,635	3,541,853	3,574,745
State Revenue	3,388,556	2,567,108	821,448	2,875,494	513,062	3,661,570	1,743,011	1,918,558	804,879	700,580
Other Local Revenue	1,109,324	941,239	168,085	1,099,496	9,828	751,778	658,712	93,066	2,459,463	672,847
Grants/Fundraising	84,495	70,500	13,995	90,375	(5,880)	50,490	66,102	(15,612)	120,115	22,402
TOTAL REVENUE	17,647,117	17,058,302	588,814	17,787,122	(140,006)	12,400,729	9,582,766	2,817,963	16,680,468	14,699,678
Total per ADA	23,775	22,392	1,383	23,963	(189)				22,244	16,659
w/o Grants/Fundraising	23,661	22,299	1,362	23,842	(181)				22,084	16,634
Certificated Salaries	5,325,069	5,779,086	(454,017)	5,443,944	118,875	3,791,608	4,195,172	(403,564)	4,790,308	3,929,911
Classified Salaries	2,577,826	2,595,916	(18,091)	2,606,123	28,297	1,838,431	1,865,066	(26,635)	1,990,644	1,721,444
Benefits	2,546,340	2,626,932	(80,592)	2,555,945	9,605	1,965,190	1,944,720	(20,470)	1,999,130	1,764,328
Student Supplies	1,978,163	1,661,685	(316,478)	1,975,627	(2,536)	1,150,388	1,335,669	(185,281)	1,486,062	1,177,030
Operating Expenses	4,408,218	3,942,431	(465,787)	4,270,185	(138,033)	2,980,866	2,987,852	(6,986)	5,228,640	4,872,782
Other	1,101,809	1,080,156	(21,653)	1,092,263	(9,546)	825,108	812,558	(12,550)	1,104,844	1,308,038
TOTAL EXPENSES	17,937,425	17,686,205	(251,219)	17,944,087	6,662	12,551,591	13,141,038	589,446	16,599,627	14,773,534
Total per ADA	24,166	23,216	(950)	24,175	(9)				22,137	16,743
NET INCOME / (LOSS)	(290,308)	(627,903)	337,595	(156,965)	(133,343)	(150,862)	(3,558,272)	3,407,409	80,840	(73,856)
OPERATING INCOME	642,392	307,088	335,304	775,080	(132,687)	549,979	(2,854,926)	3,404,905	1,051,695	1,068,220
EBITDA	811,501	452,253	359,248	935,298	(123,797)	674,245	(2,745,714)	3,419,959	1,185,684	1,234,183

6

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



Year-End Cash Balance		
Projected	Budget	Variance
7,067,735	6,257,786	809,950

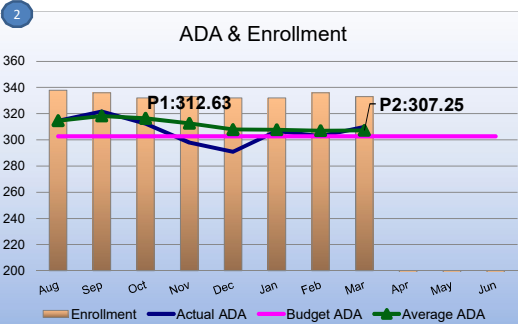
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Balance Sheet	6/30/2022	2/28/2023	3/31/2023	6/30/2023 FC
Assets				
Cash, Operating	7,782,943	7,006,153	7,273,520	7,150,881
Cash, Restricted	0	0	0	0
Accounts Receivable	3,944,912	997,438	918,900	2,773,240
Due From Others	8,247	8,192	8,082	8,082
Other Assets	143,889	146,065	146,065	287,261
Net Fixed Assets	27,008,033	26,465,086	26,387,582	26,155,723
Total Assets	38,888,024	34,622,934	34,734,149	36,375,188
Liabilities				
A/P & Payroll	3,230,869	(583,220)	(403,525)	(409,013)
Due to Others	677,368	677,368	677,368	677,368
Deferred Revenue	1,611,295	1,611,295	1,611,295	1,611,295
Other Liabilities	0	0	0	0
Total Debt	7,375,627	7,017,407	6,996,133	8,709,835
Total Liabilities	12,895,159	8,722,850	8,881,271	10,589,484
Equity				
Beginning Fund Bal.	25,912,026	25,992,866	25,992,866	25,992,866
Net Income/(Loss)	80,840	(118,214)	(150,862)	(375,079)
Total Equity	25,992,866	25,874,652	25,842,003	25,617,787
Total Liabilities & Equity	33,287,653	33,010,273	32,988,999	34,702,701
Available Line of Credit	500,000	500,000	500,000	500,000
Days Cash on Hand	182	150	156	153
Cash Reserve %	49.8%	41.2%	42.8%	42.1%

BERT CORONA CHARTER SCHOOL - Financial Dashboard (March 2023)

1 Key Performance Indicators

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



KEY POINTS

P1 ADA was 312.65
P2 ADA was 307.25 or 92.0% with ending enrollment of 333 students. Future months enrollment is forecasted at 333 students with ADA of 94%.

Net Income is forecasted to be \$54K, \$52K below budget.

Revenue is projected to be higher than budget by \$204K primarily due to higher ADA, higher Nutrition program reimbursement rates, and higher SPED revenue rates.

Expense is projected to be higher than budget by \$255K.
Nutrition Expense \$106K
Vendor Repairs \$100K

Cash on hand at June 30, 2021 is forecasted to be \$2.9M which represents 41.8% of total expenses.

3 Average Daily Attendance Analysis

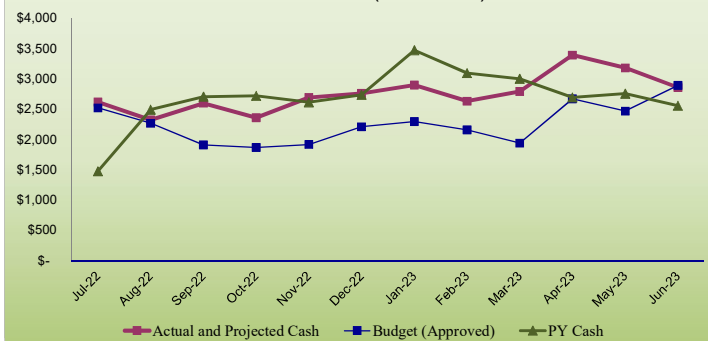
Category	Actual through Month 8	Actual P2	Budgeted P2	Better/ (Worse)	Prior Month Forecast	Prior Year P2
Enrollment	333	333	322	11	333	340
ADA %	92.0%	92.0%	94.0%	-2.0%	92.1%	90.0%
Average ADA	307.25	307.25	302.68	4.57	307.58	309.40

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	84.8%	87.8%	3.1%	84.3%
3-Year Average %	86.0%	87.0%	1.0%	84.8%
District UPP C. Grant Cap	85.6%	85.6%	0.0%	85.6%

INCOME STATEMENT	Forecast	VS. Budget		VS. Last Month		FY 22-23 YTD			Historical	
	As of 03/31/23	FY 22-23 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 21-22	FY 20-21
Local Control Funding Formula	3,999,211	3,818,103	181,107	4,003,703	(4,492)	2,620,978	2,514,614	106,364	3,757,942	3,693,874
Federal Revenue	1,002,486	1,330,212	(327,726)	1,223,757	(221,270)	477,445	236,178	241,267	2,303,579	2,386,358
State Revenue	1,421,361	1,163,389	257,972	1,333,798	87,564	1,397,555	753,389	644,166	489,385	384,903
Other Local Revenue	506,971	429,962	77,009	507,294	(323)	340,836	301,775	39,062	951,200	283,291
Grants/Fundraising	50,750	35,500	15,250	50,750	0	20,750	35,471	(14,721)	36,957	15,000
TOTAL REVENUE	6,980,780	6,777,167	203,612	7,119,301	(138,522)	4,857,565	3,841,427	1,016,138	7,539,062	6,763,426
Total per ADA	22,720	22,391	330	23,171	(451)				24,367	18,990
w/o Grants/Fundraising	22,555	22,273	282	23,006	(451)				24,247	18,948
Certificated Salaries	1,835,704	1,952,858	117,155	1,834,852	(851)	1,325,217	1,421,974	96,757	1,596,989	1,399,355
Classified Salaries	919,285	948,784	29,499	922,524	3,240	658,069	669,473	11,404	730,580	581,292
Benefits	851,032	886,805	35,773	851,504	472	655,302	652,896	(2,406)	667,017	608,949
Student Supplies	902,421	734,927	(167,494)	940,714	38,294	508,076	581,297	73,221	630,309	478,901
Operating Expenses	2,330,414	2,059,109	(271,305)	2,339,922	9,508	1,757,619	1,546,906	(210,713)	3,363,915	3,423,537
Other	87,626	88,753	1,127	87,057	(569)	66,241	67,581	1,340	102,427	265,986
TOTAL EXPENSES	6,926,480	6,671,236	(255,245)	6,976,574	50,093	4,970,525	4,940,128	(30,397)	7,091,237	6,758,019
Total per ADA	22,543	22,041	(503)	22,707	(163)				22,919	18,975
NET INCOME / (LOSS)	54,300	105,932	(51,632)	142,728	(88,428)	(112,960)	(1,098,701)	985,741	447,826	5,408
OPERATING INCOME	141,925	194,684	(52,759)	229,785	(87,859)	(46,719)	(1,031,119)	984,400	550,252	271,394
EBITDA	141,925	194,684	(52,759)	229,785	(87,859)	(46,719)	(1,031,119)	984,400	550,252	271,394

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



Year-End Cash Balance		
Projected	Budget	Variance
2,855,336	2,890,583	(35,247)

7 Balance Sheet

Balance Sheet	6/30/2022	2/28/2023	3/31/2023	6/30/2023 FC
Assets				
Cash, Operating	2,555,367	2,630,588	2,789,733	2,855,336
Cash, Restricted	0	0	0	0
Accounts Receivable	2,629,201	428,819	406,755	1,329,132
Due From Others	7,513	7,475	7,475	7,475
Other Assets	45,734	111,802	111,802	158,878
Net Fixed Assets	250,630	268,017	260,889	239,505
Total Assets	5,488,444	3,446,702	3,576,655	4,590,325
Liabilities				
A/P & Payroll	1,549,089	287,878	325,686	290,456
Due to Others	191,620	130,753	121,468	1,003,109
Deferred Revenue	505,275	0	0	0
Other Liabilities	0	0	0	0
Total Debt	0	0	0	0
Total Liabilities	2,245,984	418,631	447,154	1,293,565
Equity				
Beginning Fund Bal.	2,794,635	3,242,461	3,242,461	3,242,461
Net Income/(Loss)	447,826	(214,390)	(112,960)	54,300
Total Equity	3,242,461	3,028,071	3,129,501	3,296,760
Total Liabilities & Equity	5,488,444	3,446,702	3,576,655	4,590,325
Days Cash on Hand	133	139	149	152
Cash Reserve %	36.6%	38.2%	40.8%	41.8%



BERT CORONA CHARTER SCHOOL

Financial Analysis

March 2023

Net Income

Bert Corona Charter School is projected to achieve a net income of \$54K in FY22-23 compared to \$106K in the board approved budget. Reasons for this negative \$52K variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of March 31, 2023, the school's cash balance was \$2.79M. By June 30, 2023, the school's cash balance is projected to be \$2.87M, which represents a 42% reserve.

As of March 31, 2023, the Accounts Receivable balance was \$407K, down from \$429K in the previous month, due to the receipt of revenue earned in FY21-22.

As of March 31, 2023, the Accounts Payable balance, including payroll liabilities, totaled \$326K, compared to \$288K in the prior month.

As of March 31, 2023, BCCS had a zero debt balance.

Income Statement

Revenue

Total revenue for FY22-23 is projected to be \$6.98M, which is \$204K or 3.0% over budgeted revenue of \$6.78M.

LCFF Revenue – is projected to be above budget by \$181K due to higher ADA and higher LCFF rates

Child Nutrition Federal Revenue – is projected to be above budget by \$50K due to higher reimbursement rates for Nutrition Program.

Other Federal Revenue - is projected to be under budget by \$363K due to moving ESSER III funds into future years.

Child Nutrition State Revenue – is projected to be above budget by \$113K due to higher reimbursement rates for Nutrition Program.

Mandate Block Grant Revenue - is projected to be below budget by \$402K due to the elimination of a one-time discretionary block grant

SB740 Revenue - is projected to be above budget by \$100K

ELOP Revenue - is projected to be above budget by \$150K

Other State Revenue - is projected to be above budget by \$292K due Hold Harmless revenue

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



Other Local Revenue - is projected to be over budget by \$63K due to an increase in SPED AB602 revenue.

Expenses

Total expenses for FY22-23 are projected to be \$6.93M, which is \$255K or 3.6% over budgeted expenditures of \$6.67M.

Core Curriculum are projected to be higher than budget by \$51K

Student Materials are projected to be higher than budget by \$21K

Nutrition Program Food Supplies are projected to be higher than budget by \$106K due to higher cost rates for the nutrition program. The additional expense is offset by higher revenue rates

Vendor Repairs are projected to be higher than budget by \$100K

Field Trips are projected to be higher than budget by \$22K

Contracted Substitute Teacher costs are projected to be higher than budget by \$55K. This expense is offset by savings in teacher salaries

ADA

Budgeted P2 ADA is 302.68 based on enrollment of 322 and a 94.0% attendance rate.

Forecast P2 ADA is 307.25 based on enrollment of 333 and a 92.0% attendance rate.

Actual ADA through Month 8 is 307.25 with ending enrollment of 333 and a 92.0% attendance rate.

In Month 8, ADA was 309.77 with a 93.0% attendance rate.

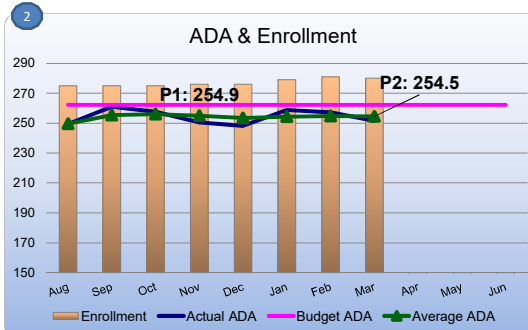
This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.

MONSEÑOR OSCAR ROMERO CHARTER SCHOOL - Financial Dashboard (March 2023)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●

Net Income / (Loss) ● Year-End Cash ●



KEY POINTS

P1 ADA was 255.07
P2 ADA was 254.50 or 91.9% with ending enrollment of 280 students. Future months enrollment is forecasted at 275 students with ADA of 94%.

Net Operating Income is forecasted to be \$446K, \$383K above budgeted.

Revenue is projected to be higher than budgeted by \$459K primarily due to Hold Harmless revenue, higher Nutrition program reimbursement rates, and higher SPED revenue rates.

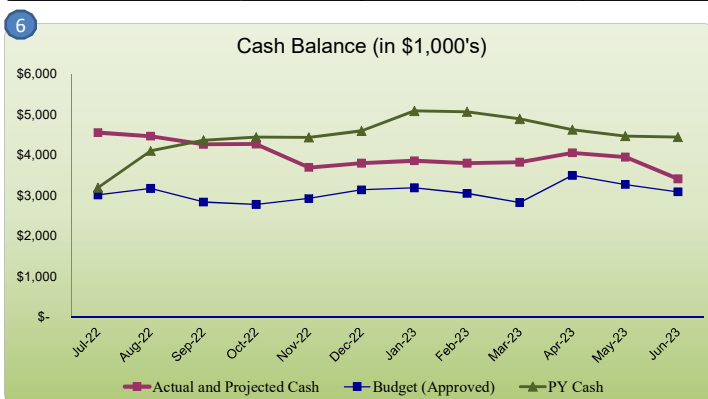
Expense is projected to be higher than budget by \$75K.

Salaries \$190K lower
Nutrition Expense \$42K higher
Luminaries \$48K higher
Advertisement \$23K higher
Intra-Agency \$48 higher

Cash on hand at June 30, 2021 is forecasted to be \$3.4M which represents 56.7% of total expenses.

3 Average Daily Attendance Analysis							4 LCFF Supplemental & Concentration Grant Factors				
Category	Actual through Month 8	Actual P2	Budgeted P2	Better/ (Worse)	Prior Month Forecast	Prior Year P2	Category	Budget	Forecast	Variance	Prior Year
Enrollment	280	280	279	1	275	289	Unduplicated Pupil %	93.5%	95.7%	2.1%	96.3%
ADA %	91.9%	92.0%	94.0%	-2.0%	92.0%	93.0%	3-Year Average %	94.8%	95.5%	0.7%	95.6%
Average ADA	254.50	254.51	262.26	(7.75)	255.64	274.20	District UPP C. Grant Cap	85.6%	85.6%	0.0%	85.6%

INCOME STATEMENT	Forecast	VS. Budget		VS. Last Month		FY 22-23 YTD			Historical	
	As of 03/31/23	FY 22-23 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 21-22	FY 20-21
Local Control Funding Formula	3,355,140	3,350,351	4,789	3,370,035	(14,894)	2,269,466	2,238,526	30,940	3,333,185	3,728,522
Federal Revenue	1,062,142	1,270,743	(208,601)	1,224,760	(162,617)	508,739	223,399	285,341	919,125	724,116
State Revenue	1,682,152	1,070,080	612,071	1,680,734	1,418	1,354,361	792,175	562,185	260,307	238,219
Other Local Revenue	351,441	287,609	63,832	352,547	(1,106)	256,314	203,383	52,932	846,358	240,624
Grants/Fundraising	11,960	25,000	(13,040)	11,960	0	11,460	25,000	(13,540)	40,750	7,402
TOTAL REVENUE	6,462,834	6,003,783	459,051	6,640,034	(177,200)	4,400,340	3,482,483	917,858	5,399,725	4,938,883
Total per ADA	25,393	22,892	2,501	26,089	(696)				19,693	14,313
w/o Grants/Fundraising	25,346	22,797	2,549	26,042	(696)				19,544	14,291
Certificated Salaries	1,681,093	1,870,991	189,898	1,727,178	46,085	1,149,264	1,355,248	205,984	1,532,235	1,286,989
Classified Salaries	798,420	799,828	1,408	801,773	3,353	561,950	573,363	11,413	554,472	470,594
Benefits	724,074	775,638	51,565	738,817	14,744	538,777	569,747	30,970	537,821	526,661
Student Supplies	675,031	635,769	(39,262)	697,734	22,704	369,724	503,899	134,175	609,929	496,892
Operating Expenses	1,968,968	1,713,313	(255,654)	1,970,366	1,398	1,183,966	1,287,215	103,249	1,650,127	1,378,155
Other	969,335	946,569	(22,765)	957,300	(12,035)	725,058	711,183	(13,875)	969,915	972,513
TOTAL EXPENSES	6,816,919	6,742,109	(74,811)	6,893,169	76,250	4,528,739	5,000,656	471,917	5,854,498	5,131,804
Total per ADA	26,784	25,708	(1,077)	27,084	(300)				21,351	14,872
NET INCOME / (LOSS)	(354,085)	(738,325)	384,240	(253,135)	(100,950)	(128,399)	(1,518,174)	1,389,774	(454,774)	(192,920)
OPERATING INCOME	446,141	63,079	383,062	547,091	(100,950)	472,393	(916,203)	1,388,596	366,070	626,451
EBITDA	615,250	208,244	407,006	704,165	(88,916)	596,659	(806,991)	1,403,650	515,141	779,592



Year-End Cash Balance		
Projected	Budget	Variance
3,409,414	3,086,752	322,663

Balance Sheet	6/30/2022	2/28/2023	3/31/2023	6/30/2023 FC
Assets				
Cash, Operating	4,446,002	3,798,587	3,819,254	3,409,414
Cash, Restricted	0	0	0	0
Accounts Receivable	869,180	216,783	216,783	711,096
Due From Others	10	117	7	7
Other Assets	42,967	15,011	15,011	65,726
Net Fixed Assets	26,668,250	26,133,335	26,066,707	25,867,273
Total Assets	32,026,409	30,163,833	30,117,761	30,053,516
Liabilities				
A/P & Payroll	1,313,436	273,076	363,802	374,830
Due to Others	457,158	382,232	370,243	586,840
Deferred Revenue	711,322	161,460	161,460	161,460
Other Liabilities	0	0	0	0
Total Debt	7,375,627	7,181,789	7,181,789	7,115,605
Total Liabilities	9,857,543	7,998,557	8,077,295	8,238,735
Equity				
Beginning Fund Bal.	22,623,639	22,168,866	22,168,866	22,168,866
Net Income/(Loss)	(454,774)	(3,590)	(128,399)	(354,085)
Total Equity	22,168,866	22,165,275	22,040,466	21,814,781
Total Liabilities & Equity	32,026,409	30,163,833	30,117,761	30,053,516
Days Cash on Hand	322	228	232	207
Cash Reserve %	88.3%	62.3%	63.5%	56.7%



MONSEÑOR OSCAR ROMERO CHARTER SCHOOL

Financial Analysis

March 2023

Net Income

Monsenor Oscar Romero Charter School is projected to achieve a net income of -\$354K in FY22-23 compared to -\$738K in the board approved budget. Reasons for this positive \$384K variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of March 31, 2023, the school's cash balance was \$3.82M. By June 30, 2023, the school's cash balance is projected to be \$3.41M, which represents a 57% reserve.

As of March 31, 2023, the Accounts Receivable balance was \$217K, down from \$217K in the previous month, due to the receipt of revenue earned in FY21-22.

As of March 31, 2023, the Accounts Payable balance, including payroll liabilities, totaled \$364K, compared to \$273K in the prior month.

As of March 31, 2023, MORCS had a debt balance of \$7.18M compared to \$7.18M in the prior month. An additional \$66K will be paid this fiscal year.

Income Statement

Revenue

Total revenue for FY22-23 is projected to be \$6.46M, which is \$459K or 7.6% over budgeted revenue of \$6.00M.

Child Nutrition State Revenue – is projected to be above budget by \$80K due to higher reimbursement rates for Nutrition Program and higher student participation rates.

Other Federal Revenue - is projected to be below budget by \$181K due to moving more ESSER III funds into the current year.

Mandate Block Grant Revenue - is projected to be below budget by \$356K due to the elimination of a one-time discretionary block grant

ASES Revenue - is projected to be above budget by \$80K based on the GAN letter. It is offset by the additional ASES costs.

ELOP Revenue - is projected to be above budget by \$160K

Other State Revenue - is projected to be above budget by \$647K primarily due Hold Harmless revenue

Other Local Revenue - is projected to be over budget by \$44K due to an increase in SPED AB602 revenue.

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



Expenses

Total expenses for FY22-23 are projected to be \$6.82M, which is \$75K or 1.1% over budgeted expenditures of \$6.74M.

Certificated Salaries are projected to be lower than budget by \$190K

STRS expenses are projected to be lower than budget by \$44K

Nutrition Program Food Supplies are projected to be higher than budget by \$35K due to higher cost rates for the nutrition program. The additional expense is offset by higher revenue rates

Advertising costs are projected to be higher than budget by \$23K due to the allocation of additional costs for painting two murals at the school

ASES Services are projected to be higher than budget by \$80K. This expense will be covered by additional ASES Revenue.

Other Consultants & Services are projected to be higher than budget by \$48K. This expense will be covered by ESSER III funds

ADA

Budgeted P2 ADA is 262.26 based on enrollment of 279 and a 94.0% attendance rate.

Forecast P2 ADA is 254.51 based on enrollment of 280 and a 92.0% attendance rate.

Actual ADA through Month 8 is 254.50 with ending enrollment of 280 and a 91.9% attendance rate.

In Month 8, ADA was 251.54 with a 89.8% attendance rate.

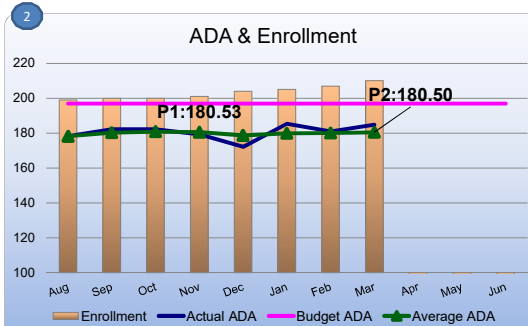
This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$20,000 and 10%.

Bert Corona Charter High School - Financial Dashboard (March 2023)

1 Key Performance Indicators

ADA vs. Budget ● Cash on Hand ●

Net Income / (Loss) ● Year-End Cash ●



KEY POINTS

P1 ADA was 178.60
P2 ADA was 180.50 or 88.9% with ending enrollment of 210 students. Future months enrollment is forecasted at 210 students with ADA of 90%.

Net Income is forecasted to be \$9K, \$5K above budgeted.

Revenue is projected to be lower than budgeted by \$77K. Lower LCFF revenue is offset by higher Nutrition program reimbursement rates, higher SPED revenue rates, and higher ESSER II and ESSER III allocations for the current year.

Expense is projected to be lower than budget by \$82K.

Nutrition Expense - higher by \$90K

Luminaries - \$48K

Rent - lower by \$70K

Cash on hand at June 30, 2021 is forecasted to be \$803K which represents 19.4% of total expenses.

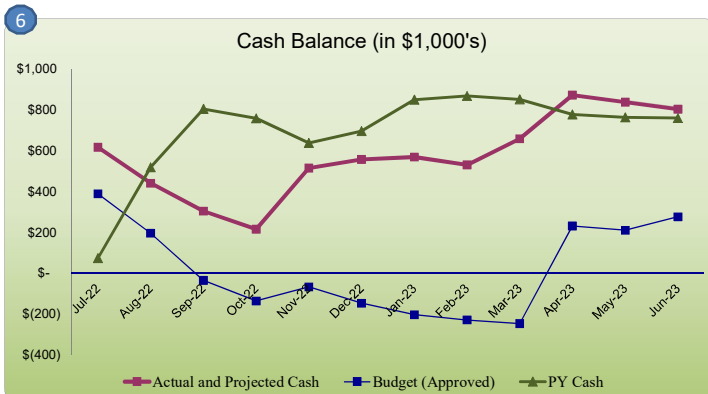
3 Average Daily Attendance Analysis

Category	Actual through Month 8	Actual P2	Budgeted P2	Better/ (Worse)	Prior Month Forecast	Prior Year P2
Enrollment	210	210	214	(4)	202	203
ADA %	88.9%	89.0%	92.0%	-3.0%	89.0%	84.0%
Average ADA	180.50	180.50	196.88	(16.38)	179.62	166.27

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	85.0%	92.0%	7.0%	88.1%
3-Year Average %	88.6%	91.1%	2.4%	91.6%
District UPP C. Grant Cap	85.6%	86.0%	0.4%	85.6%

INCOME STATEMENT	As of 03/31/23	Forecast		VS. Budget		VS. Last Month		FY 22-23 YTD			Historical	
		FY 22-23 Budget	Variance B/(W)	Prior Month FC	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 21-22	FY 20-21		
Local Control Funding Formula	2,844,786	2,993,252	(148,466)	2,830,917	13,869	1,823,627	1,810,616	13,011	2,663,031	2,306,709		
Federal Revenue	800,976	716,794	84,182	889,193	(88,217)	236,636	91,608	145,028	319,149	464,271		
State Revenue	285,043	333,639	(48,595)	283,858	1,185	847,582	197,447	650,136	55,187	77,458		
Other Local Revenue	247,593	223,667	23,926	246,419	1,174	151,308	153,555	(2,247)	498,496	147,038		
Grants/Fundraising	21,785	10,000	11,785	15,899	5,886	18,280	5,630	12,649	42,408	0		
TOTAL REVENUE	4,200,183	4,277,352	(77,168)	4,266,286	(66,103)	3,077,433	2,258,856	818,577	3,578,271	2,995,476		
Total per ADA	23,270	21,726	1,544	23,636	(366)				21,521	16,537		
w/o Grants/Fundraising	23,149	21,675	1,474	23,548	(399)				21,266	16,537		
Certificated Salaries	1,396,621	1,556,276	159,656	1,411,465	14,844	1,014,480	1,124,508	110,028	1,205,361	927,459		
Classified Salaries	550,961	551,289	328	554,737	3,776	390,686	400,219	9,533	467,551	400,268		
Benefits	639,975	692,756	52,781	644,600	4,625	493,023	509,739	16,717	509,496	446,740		
Student Supplies	391,304	281,582	(109,722)	387,674	(3,630)	187,953	241,977	54,025	236,691	193,179		
Operating Expenses	1,168,119	1,147,160	(20,959)	1,205,407	37,288	849,562	862,044	12,482	1,026,636	863,538		
Other	43,727	43,798	71	43,727	0	32,814	32,885	71	44,748	50,635		
TOTAL EXPENSES	4,190,706	4,272,861	82,155	4,247,610	56,903	2,968,517	3,171,373	202,856	3,490,483	2,881,818		
Total per ADA	23,217	21,703	(1,514)	23,532	(315)				20,993	15,909		
NET INCOME / (LOSS)	9,477	4,491	4,986	18,677	(9,200)	108,916	(912,517)	1,021,433	87,788	113,657		
OPERATING INCOME	53,204	48,289	4,915	62,404	(9,200)	141,730	(879,631)	1,021,361	132,536	164,293		
EBITDA	53,204	48,289	4,915	62,404	(9,200)	141,730	(879,631)	1,021,361	132,536	164,293		



Year-End Cash Balance		
Projected	Budget	Variance
803,248	276,296	526,952

Balance Sheet	6/30/2022	2/28/2023	3/31/2023	6/30/2023 FC
Assets				
Cash, Operating	760,339	530,378	658,640	803,248
Cash, Restricted	0	0	0	0
Accounts Receivable	446,532	351,836	295,362	733,011
Due From Others	511	375	375	375
Other Assets	28,170	2,644	2,644	32,222
Net Fixed Assets	87,408	62,913	59,236	48,323
Total Assets	1,322,959	948,146	1,016,258	1,617,180
Liabilities				
A/P & Payroll	301,760	239,592	309,430	328,144
Due to Others	28,590	1	1	681,648
Deferred Revenue	394,698	0	0	0
Other Liabilities	0	0	0	0
Total Debt	(0)	(0)	(0)	(0)
Total Liabilities	725,048	239,593	309,431	1,009,792
Equity				
Beginning Fund Bal.	510,123	597,911	597,911	597,911
Net Income/(Loss)	87,788	110,642	108,916	9,477
Total Equity	597,911	708,553	706,827	607,388
Total Liabilities & Equity	1,322,959	948,146	1,016,258	1,617,181
Days Cash on Hand	81	46	58	71
Cash Reserve %	22.1%	12.6%	15.9%	19.4%



Bert Corona Charter High School Financial Analysis March 2023

Net Income

Bert Corona Charter High School is projected to achieve a net income of \$10K in FY22-23 compared to \$5K in the board approved budget. Reasons for this positive \$5K variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of March 31, 2023, the school's cash balance was \$659K. By June 30, 2023, the school's cash balance is projected to be \$803K, which represents a 19% reserve.

As of March 31, 2023, the Accounts Receivable balance was \$295K, down from \$352K in the previous month, due to the receipt of revenue earned in FY21-22.

As of March 31, 2023, the Accounts Payable balance, including payroll liabilities, totaled \$309K, compared to \$240K in the prior month.

As of March 31, 2023, BCHS had zero debt balance.

Income Statement

Revenue

Total revenue for FY22-23 is projected to be \$4.20M, which is \$77K or 1.8% under budgeted revenue of \$4.28M.

LCFF Revenue – is projected to be below budget by \$1482K due to lower ADA but higher LCFF rates

Child Nutrition Federal Revenue – is projected to be above budget by \$70K due to higher reimbursement rates for Nutrition Program and higher student participation rates.

Child Nutrition State Revenue – is projected to be above budget by \$48K due to higher reimbursement rates for Nutrition Program and higher student participation rates.

Other State Revenue - is projected to be below budget by \$96K

Other Local Revenue - is projected to be over budget by \$22K due to an increase in SPED AB602 revenue.

Expenses

Total expenses for FY22-23 are projected to be \$4.19M, which is \$82K or 1.9% under budgeted expenditures of \$4.27M.

Certificated Salaries are projected to be lower than budget by \$160K

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



Nutrition Program Food Supplies are projected to be higher than budget by \$98K due to higher cost rates for the nutrition program and higher student participation rates. The additional expense is offset by higher revenue rates

Rent costs are projected to be lower than budget by \$70K.

Other Consultants & Services are projected to be higher than budget by \$40K. This expense will be covered by ESSER II funds

ADA

Budgeted P2 ADA is 196.88 based on enrollment of 214 and a 92.0% attendance rate.

Forecast P2 ADA is 180.50 based on enrollment of 210 and a 89.0% attendance rate.

Actual ADA through Month 8 is 180.50 with ending enrollment of 210 and a 88.9% attendance rate.

In Month 8, ADA was 184.77 with a 88.0% attendance rate.

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

**YPI Charter Schools
Check Register
From 03/01/23 to 03/31/23**

Check #	Vendor Name	Date	Description	Amount
A011712	7 LAYER IT SOLUTIONS, INC.	3/7/2023	3/23- PLATINUM NETWORK DEVICE PACKAGE	1,370.00
311122	AFC Urgent Care Granada Hills	3/21/2023	TB SCREENINGS	150.00
311166	ALI DEMORGOLI	3/29/2023	FY21-22- STRS EXCESS REFUND	15.32
P039186	Amazon Capital Services	3/7/2023	ELOP afterschool club supplies	3,593.41
311096	Amazon Capital Services	3/13/2023	SUPPLIES	887.65
311110	Amazon Capital Services	3/21/2023	ELOP afterschool club supplies	5,199.02
A011710	Amplified IT	3/7/2023	1/23- GOOGLE REGULATORY FEE	535.18
311167	Annika Stenford	3/29/2023	FY21-22- STRS EXCESS REFUND	15.08
311120	AT&T	3/21/2023	2/23- FAX SERVICE	178.05
P039189	A-TECH SYSTEMS	3/7/2023	TESTING & MODIFYING THE FIRE ALARMS	695.00
311133	BUR-CAL TERMITE & PEST CONTROL INC.	3/21/2023	2/22/23 PEST CONTROL	1,155.00
311172	BUR-CAL TERMITE & PEST CONTROL INC.	3/30/2023	3/22/23- PEST CONTROL	385.00
311161	Catalina Marambio	3/29/2023	FY21-22- STRS EXCESS REFUND	1.97
311157	CHORD HICKS	3/29/2023	FY21-22- STRS EXCESS REFUND	82.54
E010744	Chromebook Parts.com	3/7/2023	10 OF: HP 11 G7 EE CHROMEBOOK LCD PANEL- NEW	240.79
311118	Chromebook Parts.com	3/21/2023	HP 11 G8 CHROMEBOOK BACK COVER	240.80
E010745	CLIFTONLARSONALLEN LLP	3/7/2023	TECHNOLOGY AND CLIENT SUPPORT	5,223.75
P039190	COOL TEMP HEATING, INC	3/7/2023	AC - MAINTENANCE SERVICE 22 UNITS	3,850.00
311102	CROSS COUNTRY EDUCATION	3/13/2023	2/21-2/24/23- ON-SITE BILINGUAL FLOATER	10,094.55
311125	CROSS COUNTRY EDUCATION	3/21/2023	2/27-3/3/23- ON-SITE BILINGUAL FLOATER	1,580.00
311080	CSDC REGISTRATION OFFICE	3/6/2023	2022 Conference Reg for Mr. King-Berg	859.00
311154	Cynthia Rodriguez	3/29/2023	FY21-22- STRS EXCESS REFUND	13.07
311144	DMV RENEWAL	3/22/2023	2023- REGISTRATION RENEWAL VIN # 1FMZK1YM1KKA70480	339.00
311145	DMV RENEWAL	3/22/2023	2023- REGISTRATION RENEWAL VIN# 1FMZK1YM3KKA854117	341.00
311146	DMV RENEWAL	3/22/2023	2023- REGISTRATION RENEWAL VIN# 1FMZK1YM6KKA36115	344.00
311141	EI Milagro Bakery	3/21/2023	LUNCH DURING EA TRAINING	145.74
311168	EI Milagro Bakery	3/29/2023	3/13/2023-FOOD FOR STAFF DURING PARENTS CONFERENCE	329.25
311106	Eriverto Gonzales	3/13/2023	2/23- MAINTENANCE SERVICE	3,570.00
311101	EXED	3/13/2023	02/23 - EXED SERVICES	22,865.43
311092	FREDDY ZEPEDA	3/7/2023	3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE	207.50
311177	FRONTIER	3/30/2023	3/13-4/12/23- FAX 818 834-8075	284.09
P039193	Health and Safety First	3/7/2023	INSTALLATION OF AED ALARM CABINET. AND REQUIRED AED SIGNS	2,375.00
P039192	HERNANDEZ JANITORIAL SERVICES	3/7/2023	2/16-2/28/23- MAINTENANCE SERVICES	1,320.00
311128	HERNANDEZ JANITORIAL SERVICES	3/21/2023	3/1-3/15/23- MAINTENANCE SERVICE	1,980.00
311098	IMPACT CANINE SOLUTIONS	3/13/2023	2/22/23- CANINE SERVICE	400.00
311087	IRMA L SEPULVEDA	3/7/2023	3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE	207.50
311153	Jahaira Osorio	3/29/2023	3/15/23 payroll - Remaining net payment	127.43
311134	Jaime Martinez	3/21/2023	FY-23- SCHOLA RECRUITMENT PRO-6 MONTHS	21,000.00
311162	JAMIE JOSSELYN	3/29/2023	FY21-22- STRS EXCESS REFUND	29.48
311164	JASMIN FLORENTINO	3/29/2023	FY21-22- STRS EXCESS REFUND	82.48
311159	JUAN CARLOS PEREZ	3/29/2023	FY21-22- STRS EXCESS REFUND	0.93
311158	KATIE LIECHTI	3/29/2023	FY21-22- STRS EXCESS REFUND	55.30
311085	KEVIN MYERS	3/7/2023	3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE	207.50
311143	KNOTTS BERRY FARM	3/21/2023	3/29/23-8TH GRADE STUDENTS FIELD TRIP TO KNOTT'S BERRY FARM	3,219.00
311165	KRISTINA PENTZ	3/29/2023	FY21-22- STRS EXCESS REFUND	19.27
311104	LA DEPT. OF WATER AND POWER	3/13/2023	1/3-3/2/23- FIRE SERVICE CHARGES	11,623.02
311178	LA DEPT. OF WATER AND POWER	3/30/2023	2/16-3/17/23- SEWER CHARGES	3,060.12
311126	LAW OFFICES OF YOUNG, MINNEY & CORR, LLP	3/21/2023	2/23- LEGAL SERVICE	1,563.09
311097	LISA J NILES	3/13/2023	02/02-02/16/23 - CONSULTING SERVICES	1,550.00
311095	LOS ANGELES UNIFIED SCHOOL DISTRICT	3/7/2023	10/28/22 - FACILITY RENTAL CUSTODIAL CHARGE FOR HALLOWEEN MOVIE	183.08
P039191	Luminarias	3/7/2023	1/23- NON SPECIAL EDUCATION THERAPIST SERVICE	24,000.00
311116	MAJOR METROPOLITAN SECURITY	3/21/2023	4/23- MONITORING SERVICES	405.00
311160	Maria Castaneda	3/29/2023	FY21-22- STRS EXCESS REFUND	276.64
P039188	MARIA FATIMA ORTIZ	3/7/2023	12/1/22- FIELD TRIP TO MEDIEVAL TIMES	4,134.00
311136	MASERGY CLOUD COMMUNICATIONS, INC	3/21/2023	2/23- COMMUNICATIONS SERVICE	1,815.82
311103	MCCALLA COMPANY	3/13/2023	1 OF: RAZOR BLADES	559.20
311113	MCCALLA COMPANY	3/21/2023	VACUUM REPAIR	430.54
311163	MICHAELA MENCER	3/29/2023	FY21-22- STRS EXCESS REFUND	8.56
311107	NATIONAL COMPADRES NETWORK	3/13/2023	1/2023 CNC CARA Y CORAZON CURRICULUM TRAINING- Y. VARGAS, S. PEL	3,000.00
311112	PALI INSTITUTE	3/21/2023	5/5-5/7/23-STUDENTS FIELD TRIP TO PALI INSTITUTE	5,760.00
311135	PETER HUANG AND LORETTA HUANG	3/21/2023	2/8-3/14/23- ELECTRIC CHARGES	274.46
311151	PETER HUANG AND LORETTA HUANG	3/27/2023	04/23 - RENT	3,640.00
311124	Play Versus Inc	3/21/2023	PLAY VS ESPORTS UT PLAYER PASS	80.00
A011709	PRN NURSING CONSULTANTS, LLC	3/7/2023	2/2/23- VISION SCREENING	3,917.20
311131	PRN NURSING CONSULTANTS, LLC	3/21/2023	2/10/23- VISION SCREENINGS	4,203.90
311173	PRN NURSING CONSULTANTS, LLC	3/30/2023	2/16/2023- SPECIAL ED SERVICE	755.00
311100	PUROSERVE	3/13/2023	2/23- RO RENTAL	185.90
311127	PUROSERVE	3/21/2023	3/23- FILTER SERVICE RENTAL	130.30
311121	Quadient Finance USA, Inc.	3/21/2023	EQUIPMENT RENTAL	298.45
311111	QUADIENT LEASING USA, INC.	3/21/2023	1/7-4/6/23- POSTAGE MACHINE LEASING	521.24
311108	REBECCA BERNARD AGULAR	3/13/2023	BOARD MEETING RETREAT FACILITATION	1,200.00
311169	REGENTS UNIVERSITY OF CALIFORNIA LOS ANGELI	3/29/2023	7TH GRADE FIELD TRIP - ROPES COURSE TEAM BUILDING	6,930.00
311156	RENE QUON	3/29/2023	FY21-22- STRS EXCESS REFUND	111.20
311081	REPUBLIC SERVICES #902	3/7/2023	3/23- WASTE DISPOSAL SERVICE	2,985.80
311082	RICOH USA Inc.	3/7/2023	3/13-4/12/23- COPIER LEASE	2,599.33
311105	RICOH USA Inc.	3/13/2023	2/20-3/19/23- COPIER LEASE	281.91
311138	RICOH USA Inc.	3/21/2023	11/30/22-2/27/23- COPIER LEASE	9,870.39

**YPI Charter Schools
Check Register
From 03/01/23 to 03/31/23**

Check #	Vendor Name	Date	Description	Amount
311090	RUBEN DUENAS	3/7/2023 3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE		207.50
311093	RYAN BRADFORD	3/7/2023 3/16/23- 3/18/23 MEAL PER DIEM FOR 2023 CUE CONFERENCE		177.75
311132	RYAN BRADFORD	3/21/2023 02/22/23 - APPLE SERVICE REPAIR FOR MAC LEVEL 2 (MS. SORIA)		299.00
311139	RYAN BRADFORD	3/21/2023 MILEAGE FROM LSC TO PALM SPRINGS CONVENTION. CENTER FOR CUE (534.13
311150	San Fernando Valley Japanese American Community Ce	3/27/2023 04/23- RENT		12,535.00
311152	SFVJLI	3/27/2023 04/23 - RENT		900.00
311175	SHERRI PRESTON	3/30/2023 REIMBURSEMENT FOR INGREDIENTS FOR COOKING VEGAN CLUB		239.55
311089	SILVERIO PELAYO	3/7/2023 3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE		207.50
311176	SOUTHERN CALIFORNIA GAS COMPANY	3/30/2023 2/13-3/15/2023- GAS CHARGE		2,022.25
311123	Sparkletts	3/21/2023 2/23- WATER BOTTLED SERVICE		303.58
311174	Sparkletts	3/30/2023 3/23-WATER BOTTLED SERVICE		267.48
311129	STAPLES	3/21/2023 5 OF: ELMER'S ALL PURPOSE SCHOOL GLUE STICKS, 0.24 OZ., 60/PACK (E		806.49
311119	SUCCESS FOR ALL FOUNDATION, INC.	3/21/2023 2/23/23 - ON-SITE TRAINING		10,200.00
311170	SUCCESS FOR ALL FOUNDATION, INC.	3/29/2023 11/02/22 - PD CONSULTANTS		7,650.00
311091	SUSAN C. CASTRELLON	3/7/2023 3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE		207.50
P039187	TEACHER SYNERGY, LLC	3/7/2023 75 RESOURCE LICENSES PER YEAR -EASEL- FLEX CATALOG		1,650.00
April 2023-PV	Teresa Sale Benefits Consultant	3/30/2023 04/23 - HEALTH PREMIUMS		92,210.53
311115	The Education Team	3/21/2023 2/27-3/3/23- SUBSTITUTE SERVICES		10,836.52
A011708	Think Together	3/7/2023 2/23- INSTALLMENT #8 COMPREHENSIVE MANAGEMENT OF ASES		38,497.13
311094	TIME WARNER CABLE	3/7/2023 2/16-3/15/23- INTERNET ACC#9720		1,302.87
311137	TIME WARNER CABLE	3/21/2023 3/23- INTERNET ACC# 2611		1,233.41
311142	TIME WARNER CABLE	3/21/2023 3/23- INTERNET ACC# 0338		193.19
311180	TIME WARNER CABLE	3/30/2023 3/14-4/13/23- INTERNET. ACC# 0556		2,337.42
A011711	TOTAL EDUCATION SOLUTIONS	3/7/2023 1/2023-SPECIAL ED SERVICE		7,841.25
311155	TYLER NEVINS	3/29/2023 FY21-22- STRS EXCESS REFUND		13.93
311147	UNUM	3/23/2023 03/23 - DISABILITY & VOLUNTARY LIFE PREMIUMS		1,833.03
311179	UNUM	3/30/2023 04/23 - DISABILITY PREMIUMS		1,145.32
311088	VASHON NUTT	3/7/2023 3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE		207.50
311099	WAXIE SANITARY SUPPLY	3/13/2023 WAXIE MAXIE 40X48 1.5 MIL WHITE 45 GL FLAT PACK LINER 150/CS		1,186.55
311086	YESENIA VARGAS	3/7/2023 3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE		207.50
311083	YESENIA ZUBIA	3/7/2023 02/17/23 - LIVE SCAN		281.50
311117	YESENIA ZUBIA	3/21/2023 TONERS FOR HP PRINTER, BLACK, YELLOW, MAGENTA,		931.28
311140	YESENIA ZUBIA	3/21/2023 Expense reimbursements		969.50
311130	YOLANDA FUENTES	3/21/2023 HOME DEPOT- PURCHASE PAINT FOR MARKING OF SOCCER FIELD		47.94
311149	YONDR INC	3/24/2023 INV# AT828 - YONDR SCHOOL PROGRAM		8,949.40
311084	YVETTE KING-BERG	3/7/2023 3/13/23 - 3/16/23 MEAL PER DIEM FOR CCSA CONFERENCE		207.50
311171	YVETTE KING-BERG	3/29/2023 REIMBURSEMENT FOR CLASSROOM TIMER		328.43
				401,138.66

Coversheet

Teacher Salary Table Increase Effective January 2023

Section: IV. Items Scheduled For Action
Item: C. Teacher Salary Table Increase Effective January 2023
Purpose: Vote
Submitted by:
Related Material:
Board Brief Recommendation to Approve 2023 Salary Exempt Compliance YPICS Salary Table Alignment.v3.pdf



YPI CHARTER SCHOOLS

April 24, 2023

TO: YPI Charter Schools
Board of Directors

FROM: Ruben Duenas
COO

SUBJECT: Recommendation to approve 2023 Salary Exempt Compliance YPICS Salary Table Alignment

BACKGROUND

On January 1, 2023, California's state minimum wage will receive a COLA increase from \$15.00 to \$15.50. With that, the minimum salary needed for exempt employees to remain classified as "exempt" will also increase; the minimum salary needed is based on double the state's minimum wage. Our current credential salary table has salaries starting at below double minimum wage.

ANALYSIS

On December 5, 2022, the Board of Directors made the above adjustments. However, with further analysis, we have a few employees who make less than their peers now because of the need to respond to the Labor Commission's Wage order #4.

We have conducted a salary audit which determined that if we add an increase of 1.59% to the table, it will eliminate these discrepancies. The financial cost of making this change effective January 1, 2023 is estimated to be \$26,600 which includes the additional salaries and benefits.

School	Proposed Increase (Jan '23 - Jun '23)	Total with 20% STRS
BCCS	\$7,549	\$9,059
BCCHS	\$7,025	\$8,430
MORCS	\$7,589	\$9,107
		\$26,596

RECOMMENDATION

To add a 1.59% increase to the salary table, effective January 1, 2023.

It is recommended that the Board of Directors approve the **1.59% increase to the Salary Table Alignment Table** for YPICS.

YPICS Board Agenda 04/24/23

Coversheet

BCCHS Prop 39 Offer

Section:	IV. Items Scheduled For Action
Item:	D. BCCHS Prop 39 Offer
Purpose:	Vote
Submitted by:	
Related Material:	Bert Corona Charter High 2023-24 Final Offer 03-31-23-signed.pdf



LOS ANGELES UNIFIED SCHOOL DISTRICT
Office of the Chief Strategy Officer

333 S. Beaudry Ave., 24th Floor
Los Angeles, CA 90017

Office: (213) 241-4299

ALBERTO M. CARVALHO
Superintendent

VERONICA ARREGUIN
Chief Strategy Officer

March 31, 2023

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

VIA E-MAIL

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 2023-24 school year. Unfortunately, the normal timeline for finalizing space accommodations may be impacted by the current situation. This situation will require new co-located site participants to adjust expectations regarding offers based on changing circumstances. In addition, it is possible 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, pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (i), Charter School notifies 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.

BERT CORONA CHARTER HIGH**Proposition 39 Facilities Final Notification of Space Offered**

March 31, 2023

Page 2 of 9

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, 2023, 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.) Charter School did not provide a response to the District pursuant to California Code of Regulations, title 5, section 11969.9, subdivision (g). 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).

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, specialized classroom space, and non-teaching station space offered for Charter School's exclusive use.

Charter School students will have access to computers in its exclusive use spaces 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.

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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 Program, School Breakfast Program, Afterschool Program, Universal Meals Program, 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 Program, School Breakfast Program, Afterschool Program, and Universal Meals Program 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-price, 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

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determined by the end of July 2023, at which time the proposed Food Services Agreement would be amended as appropriate.

Minimum to Maximum Range			
Breakfast (\$)	Lunch (\$)	Snack (\$)*	Supper (\$)*
\$2.00 - \$4.20	\$3.00 – \$6.30	\$1.31	\$2.00 – \$3.68

*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.

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.

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.

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, 2023.

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

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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:

184.21

The District reserves the right to seek a monetary reimbursement amount from Charter School for over-allocated space pursuant to 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.

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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 prior to occupancy and commencing use. 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, 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 2023-24 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.

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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 and Business Development Department, care of the Facilities Director of Real Estate and Business Development by the 1st day of each month, beginning July 1, 2023.** 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:

- (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 1, 2023.

- (2) Deliver a single check to the District on or before July 1, 2023, in an amount equal to the total Pro Rata Share Charge for the 2023-24 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 2023-24 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, 2023.

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

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Proposition 39 Facilities Final Notification of Space Offered

March 31, 2023

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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 be applied to Charter School's remaining Pro Rata Share Charge payment(s) after 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.

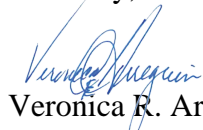
In accordance with California Code of Regulations, title 5, section 11969.9, subdivision (i) and the intent expressed by the California Department of Education, Charter School **will be obligated to pay the entirety of the Pro Rata Share Charge** identified herein should it accept the offered space.

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 appropriately 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(s) directly.

Sincerely,



Veronica R. Arreguin
Chief Strategy Officer

Attachments

c: Alberto M. Carvalho
Pedro Salcido
Karla Estrada

BERT CORONA CHARTER HIGH

Proposition 39 Facilities Final Notification of Space Offered

March 31, 2023

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Kristen Murphy

Devora Navera Reed

José Cole-Gutiérrez

Marla Willmott

Jeanette Borden

Daniel Hwang

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 2023-2024 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 2023-2024 school year.
(g) Term:	The Term of this Agreement shall expire on June 30, 2024 .
(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

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

**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, A CALIFORNIA CHARTER SCHOOL.

March 31, 2023

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 the 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”) (Education 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; and

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 biphenyls, 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 District 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 Premises shall be as described and outlined in Exhibit A attached to this.

(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 the 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 the 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 it 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 the 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 Real Estate & Business Development 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 sections 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 One Million Dollars (\$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 the 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 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 District 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: <https://achieve.lausd.net/Page/1370>, 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 received 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, and 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 Charter School's program after a revocation, nonrenewal or surrender of the charter to the granting agency. However, Charter School shall not be in default of this Agreement until after 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 ("LAUSD Parties"), 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 is no Release nor has there ever been any Release 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 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 Prop. 39.

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 District Real 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.

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: Director of Real Estate & Business
Development

CHARTER SCHOOL:

YPI CHARTER SCHOOLS, INC

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 - Please attach a copy of your school's calendar for the entire 2023-24 school year

Charter School

First Day of Instruction: _____

Last Day of Instruction: _____

LAUSD School

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 2023-24 calendars

Charter School: _____

LAUSD School: _____

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 LAUSD School and Charter School will comply with LAUSD's visitor policy. Charter School shall have a Charter School 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 Charter School and LAUSD School administrators and/or Region representatives.

Bert Corona Charter High

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)	147 min.	8:00 A.M. - 10:27 A.M.
College/ Career Center	147 min.	8:00 A.M. - 10:27 A.M.
Computer Lab	147 min.	8:00 A.M. - 10:27 A.M.
Faculty Lounge/ Dining Room	147 min.	8:00 A.M. - 10:27 A.M.
Gymnasium	147 min.	8:00 A.M. - 10:27 A.M.
Library	147 min.	8:00 A.M. - 10:27 A.M.
Other Shared Use Spaces (If Any)	TBD (See Note 4)	
Parent Center	147 min.	8:00 A.M. - 10:27 A.M.
Student Locker Room	147 min.	8:00 A.M. - 10:27 A.M.

Outdoor Spaces:

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Garden/ Agriculture	147 min.	8:00 A.M. - 10:27 A.M.
Handball Walls	147 min.	8:00 A.M. - 10:27 A.M.

Bert Corona Charter High

Area	Max. Daily Allocation to Charter School	Daily/Weekly Charter School Schedule
Outdoor Basketball	147 min.	8:00 A.M. - 10:27 A.M.
Outdoor Dining	147 min.	8:00 A.M. - 10:27 A.M.
Quad	147 min.	8:00 A.M. - 10:27 A.M.
Soccer Field	147 min.	8:00 A.M. - 10:27 A.M.

Notes:

1) Proposition 39 regulations require shared space to be shared proportionately with 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 Charter School and LAUSD 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 Charter School and LAUSD 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 LAUSD 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 INSTRUCTIONAL SCHOOL CALENDAR 2023-2024

Board Approved
3/27/2023

JULY

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST

MO	TU	WE	TH	FR
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER

MO	TU	WE	TH	FR
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

MO	TU	WE	TH	FR
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY

MO	TU	WE	TH	FR
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY

MO	TU	WE	TH	FR
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH

MO	TU	WE	TH	FR
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL

MO	TU	WE	TH	FR
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

MO	TU	WE	TH	FR
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE

MO	TU	WE	TH	FR
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

07/04/23..... Independence Day
 08/15/23..... First Day of Instruction
 09/01/23..... Admission Day
 09/04/23..... Labor Day
 11/10/23..... Veterans Day Observed
 11/23 - 11/24/23..... Thanksgiving Holiday
 12/20/23 - 01/05/24.. Winter Recess
 01/08/24..... Second Semester Begins
 01/15/24..... Dr. Martin L. King Jr. Birthday

02/19/24..... Presidents' Day
 03/25 - 03/29/24... Spring Recess
 04/01/24..... Cesar E. Chavez Birthday
 Observed
 04/24/24..... Armenian Genocide Day
 05/27/24..... Memorial Day
 06/05/24..... Last Day of Instruction
 06/19/24..... Juneteenth Holiday

LEGEND:



First Day/Last Day of Instruction
 Legal/Local Holidays
 School Recess
 Unassigned Day (no school)
 Pupil Free Days *
 Second Semester Begins
 Instructional Days

Instructional Days

Fall Semester..... 82
 Spring Semester..... 98
 Total..... 180

* If a school selects Monday, January 8, 2024, as a Pupil Free Day, then Thursday, June 6, 2024, becomes an Instructional Day.

Professional Development Dates			
New Teacher	7/26/2023	Site	8/8/2023
New Teacher	7/27/2023	All Staff	9/25/2023
New Teacher	7/28/2023	All Staff	10/27/2023
All Staff	7/31/2023	All Staff	10/30/2023
All Staff	8/1/2023	All Staff	1/8/2024
All Staff	8/2/2023	Site	3/4/2024
All Staff	8/3/2023	Site	6/10/2024
All Staff	8/4/2023	Site	6/11/2024
Site	8/7/2023	Site	6/12/2024

EXHIBIT B

LAUSD Facilities Cost Worksheet for 2023-2024 School Year

NOTES*	DESCRIPTION	TOTAL COSTS	COST PER SQUARE FOOT	TOTAL COST PER CATEGORY
(1) (2)	Debt Service - interest and principal on COPS	\$16,374,431.26	\$0.22	\$0.22
	Maintenance & Operations			\$7.94
(1) (2)	Air Filter Tech and Building Engineering	\$4,156,361.26	\$0.06	
(1) (2)	Pest Management	\$2,561,065.78	\$0.03	
(1) (2)	Custodial (Buildings)	\$163,591,438.06	\$2.20	
(1) (2)	Rubbish Removal	\$13,036,852.16	\$0.18	
(1) (2)	Routine Repairs General Maintenance (RRGM)	\$242,993,167.91	\$3.27	
(1) (2)	Utilities (Electricity, Water, Gas)	\$163,771,619.95	\$2.20	
	Safe and Comfortable			\$2.56
(1) (2)	School Police Services	\$54,090,617.00	\$0.73	
(1) (2)	Office of Environmental Health & Safety (OEHS)	\$6,674,153.89	\$0.09	
(1) (2)	Information Technology Division	\$129,732,032.00	\$1.74	
(3)	Deferred Maintenance	\$0.00	\$0.00	\$0.00
(1) (2) (4)	Insurance	\$21,185,599.00	\$0.28	\$0.28
	Grounds Costs			\$0.18
(1) (5)	Gardening Services	\$14,016,669.49	\$0.06	
(1) (5)	Landscaping/Tree Trimming	\$3,472,919.91	\$0.02	
(1) (5)	Custodial (Grounds)	\$23,370,205.44	\$0.10	
			GRAND TOTAL	\$11.18
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 2021-22 school year expenses.
- (2) Total K-12 building square footage and direct support space
- (3) Deferred Maintenance was paid for by bond funds during 2021-22 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

Bert Corona Charter High

EXHIBIT B
2023-24 SY Facilities Costs
Pro Rata Share Calculations

LAUSD Campus: Maclay MS

Charter School: Bert Corona Charter High

M =	Total Number of Charter Teaching Stations	9
N =	Total Number of LAUSD Teaching Stations	17
O =	Total Number of Charter Special Education Space(s)	3
P =	Total Number of Charter Administrative Space(s)	1

$$\begin{aligned} \text{\% of Shared Use Space} &= \frac{\text{Total \# of Charter Teaching Stations (M)}}{\text{Total \# of All Teaching Stations (M + N)}} \\ &= 35 \end{aligned}$$

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

Charter Classroom(s): 39, 44, 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

13,343.44	Total Charter School Exclusive Use Square Footage of Teaching Stations (M), Special Education Space(s) (O) and Administrative Space(s) (P) = A
-----------	--

Pro Rata Share Calculations*

A =	13,343.44	A = Charter School Exclusive Use Square Footage of Teaching Stations, Special Education Space(s) and Administrative Space(s)
B =	11,113.22	B = Total Charter School Shared Use Space Square Footage Obligation (See Shared Use Space Calculation Worksheet)
C =	\$11.18	C = 2023-24 Facilities Costs per Square Foot
X = A * C	\$149,179.66	X = Charter School Exclusive Use Pro Rata Share Amount
Y = B * C	\$124,245.80	Y = Charter School Shared Use Pro Rata Share Amount
Z = X + Y	\$273,425.46	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 = \$22,785.46		

Bert Corona Charter High

EXHIBIT B
2023-24 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	35%	2,854.55
College/ Career Center	960.98	35%	336.34
Computer Lab	696.44	35%	243.75
Faculty Lounge/ Dining Room	906.71	35%	317.35
Gymnasium	6,937.88	35%	2,428.26
Library	2,852.94	35%	998.53
Parent Center	622.57	35%	217.90
Restrooms (Inclusive)	5,865.42	35%	2,052.90
Student Locker Room	4,753.26	35%	1,663.64
Total Charter School Shared Use Space Square Footage Obligation			11,113.22

* "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.

**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 Charter School and LAUSD School administrators.

Bert Corona Charter High

EXHIBIT B
2023-24 SY Facilities Costs
Payment

Pursuant to section 4.4 of the 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, 2023.**

Note: The District will accept full payment of the total Pro Rata Share Charge on or before July 1, 2023.

Checks should be mailed to the following address:

LOS ANGELES UNIFIED SCHOOL DISTRICT
REAL ESTATE 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 2023-24 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 \$273,425.46.

As stated in section 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, 2023. (Charter School is also permitted to make full payment of the total Pro Rata Share Charge on or before July 1, 2023.)

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 1, 2023.

- (2) Deliver a single check to the District in an amount equal to the total Pro Rata Share Charge for the 2023-24 school year on or before July 1, 2023.
- (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 2023-24 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 the 2023-24 school year.

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

"Bert Corona Charter High, Prop. 39 Pro Rata Share, [Month] 2023-24"

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 section 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 Charter School's revenue account.

Should you have any questions regarding this letter, please contact Karen Tandoc or Ron Morris in the Prop. 39 Payment Office at realestate-charter@lausd.net or 213-241-6785.

Sincerely,



Albert J. Grazioli, Jr.
Director of Real Estate & Business Development

Encl.

c: Jose Cole-Gutierrez
Marla Willmott
Jeanette Borden
Karen Tandoc
Ron Morris

**ELECTION FOR PAYMENT OF PROP. 39 PRO RATA SHARE CHARGE
2023-24 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 section 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 2023-24 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 2023-24 school year, as identified in the Use Agreement and as may be amended by the parties, on or before July 1, 2023.
- ☐ 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 2023-24 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 for the 2023-24 school year, 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 the LAUSD School 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 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 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. None

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 section 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) of the Implementing Regulations 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, and/or other sources of grant funding, and the District is obligated to maintain the School in good repair and to meet the standards of California Code of Regulations, Title 5, et seq. and Education Code 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's Exclusive Use Space and Shared Space, to audit and inspect the School 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 this 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 March 1 written response to the District's preliminary proposal pursuant to section 11969.9(g) of the Implementing Regulations, 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 section 11969.2(b) of the Implementing Regulations, 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 <https://achieve.lausd.net/cms/lib08/CA01000043/Centricity/domain/135/pdf%20files/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 / 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 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 offered. Other offered programs, support, and services include exam preparation, 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

District School Site	Facility	Start Date	End Date	Times	Organization Name
Maclay MS	Field Area	4/9/23	6/30/23	Sat/Sun 8am- 4pm	Leopardos Soccer

ATTACHMENT C-3

None

ATTACHMENT C-4

None

FUNDAMENTAL PROVISIONS**SINGLE-YEAR FOOD SERVICES AGREEMENT****CONTRACT # _____**

The following fundamental provisions are incorporated into the Single-Year 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 2023-2024 school year, and expire on Charter School’s last day of instruction for the 2023-2024 school year or June 30, 2024 , 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

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, Afterschool Program, Universal Meals Program, and all other associated programs. FOOD SERVICES will prepare and serve meals that meet the NSLP, School Breakfast Program, Afterschool Program, and Universal Meals 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 FOR MEALS PROVIDED 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. These amounts are subject to change. 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 the California Department of Education ("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, Afterschool Program, and Universal Meals 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, Afterschool Program, or Universal Meals 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, Afterschool

Program, or Universal Meals 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 of 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 signature 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, Afterschool Program, Universal Meals 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. FOOD SERVICES will determine CHARTER SCHOOL students’ Direct Certification (“DC”) eligibility using data from CALPADS and the Department of Public Social Services (“DPSS”). If Charter School desires to issue meal applications to its students’ families, FOOD SERVICES will process the meal applications to determine CHARTER SCHOOL students’ eligibility for meal reimbursement purposes.
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, Afterschool Program, Universal Meals 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”), Afterschool Programs, summer feeding programs, Breakfast in the Classroom, Universal Meals Program, 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, School Breakfast Program, and Universal Meal 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%202023-02-16.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. Additionally, in accordance with the Universal Meals Program, Charter School acknowledges that two nutritiously adequate school meals (breakfast and lunch) must be provided free of charge during each school day to any pupil who requests a meal without consideration of the pupil’s eligibility for a federally funded free or reduced-price meal. If Charter School elects to become a CEP site, FOOD SERVICES will provide DC information (distribution and processing of alternate income forms for LCFF purposes will be Charter School’s responsibility).
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, School Breakfast Program, and Universal Meal 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.

DRAFT

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, Afterschool Program, Universal Meals 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, inter alia, the following oversight services or functions authorized by law: (1) annually submit enrollment and demographic data for all students enrolled for oversight purposes, 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: student’s full name, birthdate, student identifier, gender, homeroom, site assigned, home address, and eligibility for free or reduced-price meals in the prior year, and CALPADS data. If Charter School elects to become a Community Eligibility Provision (“CEP”) site, FOOD SERVICES will provide Direct Certification (“DC”) information (distribution and processing of alternate income forms for LCFF purposes will be Charter School’s responsibility).

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 those specified herein.

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: _____

Coversheet

SAC and ELAC

Section: IV. Items Scheduled For Action

Item: E. SAC and ELAC

Purpose: Vote

Submitted by:

Related Material:

Board Brief Recommendation to Approve Combining SAC and ELAC for the. 2022-23 through 2024
-25 School Years.pdf



YPIC CHARTER SCHOOLS

April 24, 2023

TO: YPI Charter Schools
Board of Directors

FROM: Yvette King-Berg
Executive Director

SUBJECT: Recommendation to approve Combining the SAC and ELAC for the Terms of 2022-23 through 24-25 for YPI Charter Schools Table

BACKGROUND/ ANALYSIS

Upon conferring with the CDE in order to ensure that we are publicly acknowledging the body composition of SAC and ELAC are represented based on the small schools' model stated on the CDE Website, the Board can direct the schools to ensure that the SAC and ELAC are truly represented as outlined for program monitoring. YPICS serves a high level of ELs on all three campuses. Most instructional actions and supports are based on this subgroup and 99% of each of our campuses is Hispanic.

ELAC Requirements

Each California public school with 21 or more English learners must form an English Learner Advisory Committee (ELAC).

Responsibilities

The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make parents aware of the importance of regular school attendance.



Parents or guardians of English learners shall constitute at least the same percentage of the ELAC membership as their children represent of the student body.

Elections

The parents or guardians of English learners shall elect the parent members of ELAC. Parents or guardians of English learners shall be provided the opportunity to vote in the election.

Training

ELAC members shall receive training materials and training which will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training to include costs associated with the attendance of members at training sessions.

SSC (SAC YPICS) Requirements

The SSC (YPICS SAC) in a secondary school shall be composed of the following two groups (*EC* Section 65000[c][2]):

School Group Members (Secondary Schools):

- The principal of the school or their designee;
- School personnel employed at the school who are not teachers, selected by school personnel employed at the school who are not teachers; and
- Classroom teachers employed at the school, selected by classroom teachers employed at the school. The classroom teachers selected must make up a majority of the school members selected (*EC* Section 65000[c][2][A]); and

Parent and/or Community and Pupil Group Members (Secondary Schools):

- Parents of students attending the school, or other members of the school community, selected by parents of students attending the school; and students attending the school, selected by students who are attending the school. The number of parent and/or community members and student members selected shall equal the number of school members selected (*EC* Section 65000[c][2][B]).

In other words, the minimum number of SSC members at a secondary school is a total of 10 (e.g. one principal or his or her designee, one other school personnel, three classroom teachers, and five parent/community and student members).



The purpose of the SSC is to conduct a comprehensive needs assessment, including an analysis of verifiable state and local data, provide recommendations related to the school's Title I program, and participate in the development and approval of the school's SPSA. At a minimum, the SSC must:

- Develop and approve the SPSA, including the proposed expenditures of funds. The SPSA must align with the needs identified through the school's comprehensive needs assessment and the goals identified by the SSC and must adhere to all applicable state and federal laws and regulations. At a minimum, the SPSA must include funds based on projected allocations from federal funds. The SPSA may also include other state or local funds allocated to the school to support student achievement. Proposed expenditures include planned spending and costs needed to implement the strategies/services in the SPSA.
- Recommend the SPSA, including proposed expenditures of funds, to the LEA's local governing board or body for approval.
- Provide ongoing review throughout the school year of the implementation of the strategies/services in the SPSA to ensure the plan is being carried out to address the needs of the school and its students.
- Make modifications to the SPSA, if a need arises. The SSC will submit the modified SPSA to the local governing board/body for approval whenever a material change (as defined in local governing board policy) is made to planned activities or related expenditures.
- Annually evaluate the progress made toward the school's goals to increase the academic achievement of all students. This includes reviewing and analyzing established metrics, baseline data, and desired outcomes in the SPSA to ensure continuous improvement of students in the schoolwide program.
- Perform all other duties assigned to the SSC by the local governing board or body of the LEA and by state law. As each school has their own unique needs and student populations, the SSC must ensure this is considered within their duties and responsibilities.

RECOMMENDATION

It is recommended that the Board of Directors approve the recognition that the YPICS SAC will ensure the needs of both councils are served in one committee and that the compositions of both are met under the SAC. Moving forward YPICS SAC Meeting Minutes and Agendas will use both titles so that everyone is clear that both committees' responsibilities are fulfilled within our SAC Committee outlined in the YPICS charter petitions.