

# Palisades Charter High School

# **Board Meeting**

# Date and Time

Tuesday April 18, 2017 at 5:00 PM PDT

# Location

Gilbert Hall, Palisades Charter High School, 15777 Bowdoin St., Pacific Palisades, CA 90272

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board of Palisades Charter High School may request assistance by contacting the Main Office at (310) 230-6623 at least 24 hours in advance.

# SUPPORTING DOCUMENTATION:

Supporting documentation is available at the Main Office of the School, located at 15777 Bowdoin Street, Pacific Palisades, CA 90272, (Tel: 310- 230-6623) and may also be accessible on the PCHS website at http://palihigh.org/boardrecords.aspx.

ALL TIMES ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY: Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. All items may be heard in a different order than listed on the agenda.

# DIAL-IN NUMBER: (605) 475-5900. ACCESS CODE: 660-0134

Please note that the conference dial-in number above is only active when a Board Trustee has indicated they will calling from an off-site location to participate.

Agenda

# I. Opening Items

Opening Items

- A. Call the Meeting to Order
- B. Record Attendance and Guests

Trustees:

Emilie Larew (Chair)	Emily Hirsch
Leslie Woolley (Vice Chair)	Rocky Montz
Dara Williams (Secretary)	Andrew Paris
Susan Ackerman	Ellen Pfahler
Deanna Hamilton	Robert Rene

Student Liaison: Ben Makhani

PCHS Management: Dr. Pamela Magee, Executive Director / Principal Gregory Wood, Chief Business Officer

# C. Public Comment

Non-agenda items: No individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed sixteen (16) minutes. Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation. Speakers may choose to speak during the public comment segment and/or at the time an agenda item is presented.

**D.** Approve Minutes

February 21, 2017 Regular Meeting Approve minutes for Board Meeting on February 21, 2017

E. Approve Minutes

March 14, 2017 Regular Meeting Approve minutes for Board Meeting on March 14, 2017

#### II. Academic Excellence

#### Academic Excellence

- A. Dissertation: Permission to Conduct Research on Campus
- **B.** Progress Update on Schoolwide Goal #3
- C. Updates/Revisions to Santa Monica College and Career Access Pathways (CCAP) Agreement
- D. Safe Zone Resolution
- E. Non-School Sponsored Field Trip Policies & Procedures
- F. PCHS Math Placement Policy

#### III. Governance

#### Governance

- A. Resignation from Board of Faculty Trustee Amanda Campbell & Potential Filling of the Empty Seat
- B. Information Regarding the March 2017 CCSA Conference
- C. Proposed 2017-2018 Board Meeting Dates
- D. Structure of Board Meetings
- E. Approval Of Updated Membership for Board Committees
- F. Discussion of Options Related to Probationary Teacher Status

# **IV.** Facilities

- A. Track & Football Field Replacement Plan Contract Approval
- B. Board Resolution Authorizing Prop 51 Communications & Submissions

#### V. Finance

# Finance

- A. Student Transportation Contract Update
- B. School Cafeteria Contract Update
- C. PCHS Accounting Procedures

D. Potential Retirement Incentive Opportunities

# VI. Executive Director/Principal (EDP) Support and Evaluation

A. Executive Director / Principal Evaluation Cycle

# VII. Organizational Reports

- A. Executive Director / Principal (EDP) Report
- B. Chief Business Officer (CBO) Report
- C. Director of Operations Report
- D. Human Resources Director (HR) Report
- E. Director of Development Report
- F. Student Report
- G. Parent Report
- H. Classified Staff Report
- I. Faculty Report

# VIII. Board Committees (Stakeholder Board Level Committees)

- A. Budget and Finance Committee Report
- B. Academic Accountability Committee Report
- C. Charter Committee Report
- D. Election Committee Report
- E. Post-Retirement Healthcare Benefits Committee Report

#### IX. Board Committees (Board Members Only)

- A. Audit Committee
- B. Survey Committee
- C. Grade Appeal Committee

# X. Consent Agenda

- A. Approval of reimbursements for Executive Director / Principal
- B. Approval of Field Trips

#### XI. New Business / Announcements

- A. Next Regular Board Meeting is on Tuesday, May 16, 2017
- B. PCHS Graduation on June 8, 2017
- C. Board Chair to announce items for closed session, if any.

# XII. Closed Session

A. Conference with Legal Counsel: Anticipated Litigation

(Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9)

- B. Public Employee Discipline/Dismissal/Release (Govt. Code Section 54957)
- C. Conference with Labor Negotiators: UTLA-PCHS

# XIII. Open Session

- A. Return to Open Session
- **B.** Report Out on Action Taken In Closed Session, If Any.

#### XIV. Closing Items

A. Adjourn Meeting

# Coversheet

# **Approve Minutes**

Section: Item: Purpose: Submitted by: Related Material: I. Opening Items D. Approve Minutes Approve Minutes

Minutes for Board Meeting on February 21, 2017



# Palisades Charter High School

# Minutes

**Board Meeting** 

# **Date and Time**

Tuesday February 21, 2017 at 5:00 PM

# Location

APPROVED

Library, Palisades Charter High School, 15777 Bowdoin St., Pacific Palisades, CA 90272

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DIAL-IN NUMBER: (605) 475-5900. ACCESS CODE: 660-0134 Please note that the conference dial-in number above is only active when a Board Trustee has indicated they will calling from an off-site location to participate.

#### **Trustees Present**

Andrew Paris, Dara Williams, Deanna Hamilton, Ellen Pfahler, Emilie Larew, Emily Hirsch, Leslie Woolley, Robert Rene, Rocky Montz, Susan Ackerman

Trustees Absent
None

**Ex Officio Members Present** Dr. Pam Magee

Non Voting Members Present

Dr. Pam Magee

**Guests Present** 

Ben Makhani

# I. Opening Items

# A. Call the Meeting to Order

Emilie Larew called a meeting of the board of trustees of Palisades Charter High School to order on Tuesday Feb 21, 2017 at 5:07 PM.

# **B. Record Attendance and Guests**

# C. Public Comment

Ivy Greene from Booster Club made a public comment. \$150,000 donated to Pali programs. Booster Club is having their auction. Live auction is on March 11th. The online auction has already started. Teachers and staff are also invited. Still accepting donations of items. Flyers were made available. At Tiato in Santa Monica.

Doug Sussman gave an update on the Pali Gateway project. Because Pali was unable to fund the project last year the project was delayed and updated to cut costs. \$125,000 is the estimate and we have \$150,000 available. Should be completed by the beginning of next school year. Updated plans should accomplish most of what is wanted; no pedestrian bridge.

# **D.** Approve Minutes

Ellen Pfahler made a motion to approve minutes from the Board Meeting on 12-13-16 Board Meeting on 12-13-16. Andrew Paris seconded the motion. The board **VOTED** unanimously to approve the motion.

#### Roll Call

Leslie Woolley Aye Rocky Montz Aye Deanna Hamilton Aye Robert Rene Absent Emily Hirsch Aye Andrew Paris Aye Amanda Campbell Absent Emilie Larew Ave Dara Williams Aye Susan Ackerman Aye

# E. Approve Minutes

Leslie Woolley made a motion to approve minutes from the Board Meeting on 01-17-17 Board Meeting on 01-17-17.

Rocky Montz seconded the motion.

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

#### Roll Call

Emilie Larew	Aye
Ellen Pfahler	Aye
Susan Ackerman	Aye
Emily Hirsch	Aye
Leslie Woolley	Aye
Robert Rene	Absent
Rocky Montz	Aye
Dara Williams	Aye
Andrew Paris	Aye
Amanda Campbell	Absent
Deanna Hamilton	Aye

#### II. Governance

# A. Update from Culture & Climate Facilitators

Presentation by Richard Tower and Alan Rasmussen. Update on progress that the administration, board, faculty, and staff has made. Quite pleased and proud of the board, faculty and staff as to the progress made. Significant progress from last update.

Hoping to continue with progress.

Things have improved since 4 months ago. This information is the general consensus about the climate. Communication has improved, people feel heard, people are being given recognition for their jobs. Much progress from a year ago especially with regard to the process. There are some areas where the process needs to be clarified as to who is responsible. Email usage is now proper and appropriate. The more engaged faculty and

staff have a much more positive view as compared to those who are still distancing themselves. So the key moving forward will be how to engage these people. Last year there were some heated issues. With changes made by the administration in working with the staff have eased tensions. But with this sometimes other issues are percolating to the top. Perhaps because of a fear of speaking out. The discussions that the facilitators were very open. The positive part of this is that there was no blame being placed on individuals but rather just bringing things up for discussions without blame. The process of changing culture and climate usually takes about 3 to 5 years but we have made progress.

There were issues raised about fairness. Many people had ideas about positive courses that the school can take to remedy what is perceived as institutional inequity. For instance, new staff members versus seasoned staff members. Students that live here versus the students who have to travel in (students on late buses have to go to the attendance office first, which cuts into more class time). Inequity between faculty and staff. Inequities to people of color. Inequities do exist, some which may exist in the outside world, but they have to be addressed here.

Most of the discussions were still positive and there was no finger pointing. There are strategies that can be put in place to improve perceptions and improve climate. So these things still need to be addressed. They will meet with Dr. Magee to further discuss.

These strategies need to be put into action plans. Across the board, there was an acknowledgement and appreciation of the leadership team in the efforts to be open and solution oriented. Every organization has conflict and it is necessary for growth. The key is managing and addressing the conflict. So Pali is on the right road. We won't get 100% participation but we can work towards close to that and the key is the process. Pali is ahead of where they thought we would be.

Dr. Magee thinks that the faculty and staff see them as part of the school and appreciate their involvement.

#### B. 2017 Board Election Calendar & Updated Policy Recommendations

#### C. Approval Of Updated Membership for Board Committees

Election Committee Deanna Hamilton Rocky Montz

#### **Charter Committee**

Dara Williams Deanna Hamilton Rocky Montz Emilie Larew Carol Croland Monica Iannessa

#### **Academic Accountability**

# Cristina Costa

Dara Williams made a motion to Add the committee members listed for Election, Charter and Academic Accountability.

Susan Ackerman seconded the motion.

The motion did not carry.

Dara Williams made a motion to Add the following members to the respective committees: Election Committee: Deanna Hamilton, Rocky Montz Charter Committee: Dara Williams, Deanna Hamilton, Rocky Montz, Emilie Larew, Carol Croland, Monica Iannessa Academic Accountability: Cristina Costa.

Susan Ackerman seconded the motion.

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

#### Roll Call

Deanna Hamilton	Aye
Andrew Paris	Aye
Leslie Woolley	Aye
Robert Rene	Aye
Emily Hirsch	Aye
Rocky Montz	Aye
Dara Williams	Aye
Emilie Larew	Aye
Ellen Pfahler	Aye
Susan Ackerman	Aye

# **III. Academic Excellence**

# A. PCHS School Calendar: 2017-2018 and Beyond - School Start Date for Next 2-3 Years

Parent survey and faculty and staff surveys sent out.

We also received emails from parents, as seen on page 35 of the materials.

Classified survey is page 36.

Parent Survey by Survey Monkey is page 37

Student survey is page 38

ASB survey - two-thirds of the student wanted the August 14th start date (this is not included in the materials).

Faculty vote was in favor of August 14th and UTLA would have to approve a start date so we would need to negotiate if something other than August 14th.

College Center also supports the earlier start date to be able to get materials out in time for early decision or early action applications and also to get school transcripts out from the first semester.

If we do it for more than just this year it would be August 14th, then August 13th, and then August 12th.

Leslie Woolley made a motion to approve a school calendar to start on August 14th for 2017, August 13th for 2018, and August 12th for 2019, with a 1 week Thanksgiving break, a 3 week winter break, and a 1 week spring break.

Susan Ackerman seconded the motion.

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

# Roll Call

Emilie Larew Aye Dara Williams Aye Leslie Woolley No Rocky Montz No Susan Ackerman Aye Robert Rene Ave Emily Hirsch Absent Andrew Paris Aye Deanna Hamilton Aye Ellen Pfahler Aye

# B. CAASPP Analysis Presentation By Academic Accountability Committee

Every Student Succeeds Act passed in 2016. It replaces No Child Left Behind. This 2016 law requires states to have new measures to measure school success.

Schools are required to develop an accountability system that has more than just a single measure of success.

- · Achievement measuring proficiency
- 4 year cohort graduation rates
- Growth
- ESL progress
- 1 additional indicator for school quality/student success.

California decided to incorporate Federal Standards and align them with the State Plan - Local Control Accountability Plan.

Now the way the state looks at the measures is to see where schools need assistance, as opposed to looking at it from a punitive approach.

Presentation is included in the materials, including the Local Control Funding Formula State Priorities.

State has developed 5 by 5 indicator matrices. Using it the school can tell how it's doing. One example is the English Learner Indicator, included in the materials. They are a particularly vulnerable population so their progress is an important indicator for schools. Color codes are the way of telling the school how they are doing. Striving for a green or a blue because that means progress is being made and achievement goals are being reached. So this allows the school to know what to focus resources on. On the CDE website school information is available. But the website does not have all the data so it won't be available until next month. We are our own school district so we will be able to see how we are doing.

Math test data will be based upon school average and how far the students are from the "met" category.

Much of the data is being gathered from CalPads, a school statewide data system. Monica lannessa and Pam Magee are working on an integrated data system so that we have a preview of what we expect to see on the statewide data system. They are working with a company to develop the system so that they can get monthly or even weekly data.

Expect to have it in place by the end of the school year. Schoolzilla is the company. Dr. Magee can approve the contract if it falls within her authority, otherwise the Board will need to approve.

Academic Accountability Committee is actually looking at data now in relation to the grading policies.

Ad hoc committee has been formed with Monica lannessa , Christina Costa, and Stephen Klima and working with Dr. Ngo to analyze the data.

Every teacher completed the survey about their grading policies. UTLA helped to develop the survey.

Emily Hirsch left at 6:58 p.m.

# C. Updates/Revisions to Santa Monica College (SMC) and Career Access Pathways (CCAP) Agreement

Tabled until next month due to corrections and revisions that have been made.

# D. Update on Schoolwide Goals

Dr. Pam Magee presented.

There was a short survey that the staff was asked to complete.

Survey done February 8th.

Responses show an improvement in how people view the school and their job at their school.

Survey is included in the materials.

Very positive responses over all. Mostly at least 80% have a positive view of things. Also doing mini-surveys done in the surveys embedded in the emails. Parents asked about what time they would like to see meetings for parents.

# **IV. Facilities**

A. Track & Football Field Status - Replacement Plan & Funding Source(s)

Rocky Montz and Dave Riccardi presented. Rocky went to South Carolina and they have chosen the company that they want to do business with. We have \$400,000. We need \$1.1 million in additional funds for the project.

So are asking for the Board to approve the \$1.5 million to improve the track and field. Nothing has been signed yet.

Rocky likes the product that the company in South Carolina manufactures. They do other things as well, such as a press box and bleachers.

One thought is to for people to buy bleachers. Dave would like to repair the wood and to put caps on the seating that make it look brand new.

We need to do fundraising. Goal is to get the project done by August 14th. The company First Form has an 8 week time estimate. The stadium would be unavailable over the summer. One of the summer camps that uses space over the summer still wishes to do so and would use the baseball field.

Emily Hirsch inquired as to whether a tarp could be used to protect the stadium if, for instance, the community wanted to use it for the parade and fireworks.

We can still use it for the stage for graduation for Pali and for Paul Revere.

The goal is to get the project through Budget & Finance and then bring it to the Board for final approval.

Ellen Pfahler brought up that we need to figure out how to fundraise and whether we need to do financing through the company.

The consensus is that it needs to be done but the question is how to finance it. Greg Wood brought up that there are also legal considerations and we may want an attorney to look at the contract.

Board would be required to approve it based upon the amount of the project. It will be placed on the March Board Meeting Agenda.

# V. Finance

# A. College Readiness Block Grant Budget Approval

Not ready for the Board to vote.

Documents included in the materials.

Intend on having a spending plan developed and bring it back to the Board hopefully in March.

It will be tentatively put on the March agenda and hopefully the budget will be done by then.

Budget Committee would like to adopt a policy that when we receive a block grant that the Board would create a process where a budget is put together and approved by the Board. And then the Budget Committee would report on what was spent.

Ensure that the grant be spent on onetime things since we can't rely on it yearly.

Want the administration to come up with that budget after stakeholder input and then it would be sent to the Board for a motion to approve it and then it would go to Budget & Finance.

# **B. PCHS Acccounting Procedures**

Ellen Pfahler made a motion to Approve the policy included in the materials on page 110. Robert Rene seconded the motion.

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

# Roll Call

Robert Rene	Aye
Emilie Larew	Aye
Deanna Hamilton	Aye
Andrew Paris	Aye
Rocky Montz	Aye
Leslie Woolley	Aye
Dara Williams	Aye
Susan Ackerman	Aye
Emily Hirsch	Aye
Ellen Pfahler	Aye

# C. 2017-2018 Budget Calendar - Budget and Finance Committee

Budget Calendar in the materials at page 111. Meeting to approve Budget will be on Tuesday June 6th. Ellen Pfahler made a motion to Approve the Budget Calendar on page 111 in the materials.

Deanna Hamilton seconded the motion.

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

#### **Roll Call**

Aye
Absent
Aye

#### D. Completion of Form 700

Anyone who has not yet signed it need to. Would like to have everyone complete it by March meeting. Must be signed in blue ink.

It is due by April.

Shelby emailed them to everyone but anyone who is not sure can check with her to make sure they have completed it.

# E. CharterSafe Notification - Potential Withdrawal from JPA

When we entered into CharterSafe, a consortium of schools, as a two year membership for general liability and workers' compensation insurance. We can opt out if we want to and then we can obtain other offers. But it doesn't mean we have to leave, just that we can opt out. Our broker thinks we should consider opting out just to give Pali the option. Leslie Woolley made a motion to Notify Charter Safe Schools of our potential withdrawal. Dara Williams seconded the motion.

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

# Roll Call

Susan Ackerman	Aye
Deanna Hamilton	Aye
Robert Rene	Aye
Ellen Pfahler	Aye
Rocky Montz	Aye
Emily Hirsch	Aye
Emilie Larew	Aye
Leslie Woolley	Aye
Dara Williams	Aye
Andrew Paris	Aye
Amanda Campbell	Absent

# **VI. Organizational Reports**

# A. Executive Director / Principal (EDP) Report

Stands as submitted.

# B. Chief Business Officer (CBO) Report

Report stands as submitted. Reiterate that LCAP is something that will be approved annually with conjunction with the budget.

# C. Director of Operations Report

Report stands as submitted.

# D. Human Resources Director (HR) Report

Report stands as submitted.

# E. Director of Development Report

Report stands as submitted.

Mike Rawson is working with Greg Wood to fund the field and the track. Naming rights being sold is being looked at. Field, stands, press box. Also outreach to those who permit to use the fields. Selling bricks to the back wall for people to sponsor with their names on it. Grant committee is meeting on Friday morning. Will be looking at possible grants to fund the field and track as well. Then they will also try to start a campaign to finance it as well. Rocky Montz is working on these plans with Mike Rawson. The Booster Club is behind it. At the live auction will include items to finance the auction. Pali needs to go to other schools to reach out to them and make this their school of choice. Also to coordinate fundraising and perhaps ways to lower the costs of certain things, i.e. banners where we could negotiate for a lower cost for buying in bulk. Idea for the outreach for the future to go out to different areas to have meetings in those areas so that we come to the parents. That way those parents feel like they are part of the school. There are 6 different zones where we can go to have these meetings. Working with a graphic designer marketing group because we want to brand our school. Logos were presented.

The Logo is really part of Pali's history and we need to explain to the community what each of the items on it means.

The creature at the top is a mythical sea creature.

8th grade night is planned. Putting together a dynamic program for parents with students coming next year. There will be a general presentation and a pocket folder with information about Pali. Pledge cards will be handed out as well so that people can make a monthly pledge. Those families will get an ambassador card that is good for discounts at local businesses. These funds will go to the Education Foundation.

Robert Rene came up with the idea of the cards.

There will be an explanation as to what the Education Foundation, the Booster Club, and the PTSA fund purpose.

#### F. Student Report

Winter Informal. In the gym.

Sportsfest was kind of canceled by the water pipe break and the rain.

Spring sports are starting.

Looking to start a unity month at the school. Each week of the month of March there will be an event sponsored by a club on campus. Looking to promote a positive culture. They are looking for speakers for each event.

#### G. Parent Report

Nothing to report.

#### H. Classified Staff Report

Nothing to report.

#### I. Faculty Report

Karen Perkins wanted Emilie Larew bring up her concerns about thefts on campus. Her personal laptop was stolen from her classroom recently.

#### VII. Board Committees (Stakeholder Board Level Committees)

#### A. Budget and Finance Committee Report

Nothing new to report.

#### B. Academic Accountability Committee Report

Nothing new to report. See Monica lannessa's report under CAASPP Agenda item.

#### C. Charter Committee Report

Next meeting is May 3rd.

At the meeting we discussed various areas of the charter that need to be addressed. Deanna Hamilton and Dara Williams are going to go over the minutes from the last two years to determine if there are other areas that need to be discussed.

#### **D. Election Committee Report**

Rocky Montz gave the update. Set the calendar for applications and elections. Rocky Montz and Rob King will be meeting with the office staff to determine what the school will need to do to run the election.

Looking at ways to contact and register parents and recruiting people to run.

So Board members should try to reach out to others to run. Rob King mentioned that it is up to the current Board to do this.

The requirements to run have been streamlined. There is no longer a need for the video and some other things have been changed.

Emilie brought up that 300 to 400 hundred people have voted in the past couple of years. Looking to increase that.

Every year we have 6 seats up for election. Classified seat for Andy, Community Seat for Emily, Community seat for Ellen, Faculty seat for Susan, Faculty seat for Amanda, and Parent seat for Dara.

March 1st to March 31st is the application period.

One member of the office staff will be the contact. As soon as we have that contact we can direct people to that person but in the meantime can inquire of Dr. Magee, Rocky Montz, or any of the current Board members.

# E. Post-Retirement Healthcare Benefits Committee Report

At the last meeting we discussed that LAUSD may only provide Kaiser at no cost to retirees. So the committee is looking into that. The committee is discussing the Medicare Gap coverage offered by our current insurer and is also going to get a proposal from another insurer regarding the Medicare Gap and other coverage for current and retired employees.

The next meeting is March 7th at 4:30 p.m. in the faculty cafeteria.

# VIII. Board Committees (Board Members Only)

# A. Audit Committee

Nothing to report.

# **B. Survey Committee**

Emilie Larew is on the committee. Andy Parish volunteered to be on the committee.

#### C. Grade Appeal Committee

No updates to report.

#### IX. Consent Agenda

#### A. Approval of Reimbursements for Executive Director / Principal

Robert Rene made a motion to Approve the Consent Agenda as submitted. Leslie Woolley seconded the motion.

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

#### Roll Call

Ellen Pfahler Aye Leslie Woolley Aye Dara Williams Aye Emily Hirsch Absent Deanna Hamilton Aye Robert Rene Aye Amanda Campbell Absent Emilie Larew Aye Andrew Paris Aye Rocky Montz Aye Susan Ackerman Absent

# B. Approval of Field Trips

See above vote regarding the Consent Agenda.

# X. Closed Session

# A. Conference with Legal Counsel: Anticipated Litigation

Went into Closed Session at 8:11 p.m.

# B. Conference with Legal Counsel: Existing Litigation

С.

# Public Employee Discipline/Dismissal/Release

# XI. Open Session

#### A. Return to Open Session

Back into open session at 8:41.

# B. Report Out on Action Taken In Closed Session, If Any.

No reportable action was taken.

# XII. Closing Items

# A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:41 PM.

Respectfully Submitted, Emilie Larew

# Coversheet

# **Approve Minutes**

Section: Item: Purpose: Submitted by: Related Material: I. Opening Items E. Approve Minutes Approve Minutes

Minutes for Board Meeting on March 14, 2017



# Palisades Charter High School

# **Minutes**

**Board Meeting** 

# **Date and Time**

Tuesday March 14, 2017 at 5:00 PM

# Location

APPROVED

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#### **Trustees Present**

Andrew Paris, Dara Williams, Deanna Hamilton, Ellen Pfahler, Emilie Larew, Leslie Woolley, Robert Rene, Rocky Montz, Susan Ackerman

Trustees Absent
None

**Ex Officio Members Present** Dr. Pam Magee

Non Voting Members Present

Dr. Pam Magee

**Guests Present** 

Shelby Ladnier

# I. Opening Items

# A. Call the Meeting to Order

Emilie Larew called a meeting of the board of trustees of Palisades Charter High School to order on Tuesday Mar 14, 2017 at 5:16 PM.

#### **B. Record Attendance and Guests**

# C. Public Comment

#### Craig Au

The forced resignation of Steve Cifonelli.

Steve did not curse or yell but simply explained the cut off time for wrestlers. Steve provided laundry service and other things for the student who was being counseled. The girls on the team all went to bat for Steve. No bat was thrown at any player. Steve is often a go to teacher for faculty and he should not be let go.

# Tom Kalili

#### Regarding Steve Cifonelli

Had two children at the school. Proud of the diversity that the school offers. Diversity should be included in the style of teaching. Steve has his own character and he is able to wake up the kids and make him work hard. He is an Olympic athlete but he is caring and loving. For Mr. Kalili he found that it was humiliating the way that the parent spoke to him. The parent was late by four hours.

Hamah Alsaudi:

A wrestler for Mr. C. He has really helped him athletically and with his grades and he and the other students would not be where they are without Mr. C.

#### Delilah Chapman:

On February 21st Pali hosted a wrestling tournament. On that day Coach Steve walked in to thank the parents working in the snack stand. He said that they were a family and that the kids were like his kids. Her son Chance have been on the receiving end of coach's thought bonus, his leadership, his compassion. Coach Steve went to have her son's fever checked to make sure that he was healthy even though she never asked her to do that. Coach Steve picked up the pieces after Coach Randy's death and was able to help put the team back together.

# **D.** Approve Minutes

Amanda Campbell needs to be marked absent for the entire meeting. Two name spellings need to be corrected: Carol Croland Cristina Costa Under the Finance section: There was no vote on the College Block Grant. The vote was on the accounting policy on page 110. All items were approved so need to double check the votes to make sure that the is accurately reflected in the minutes. Vote is tabled to next time to make the corrections.

# II. Academic Excellence

# A. English Learners Advisory Committee (ELAC) Presentation

Myrna Cervantes, the ESL Coordinator at Pali, presented. Reporting on changes and changes in assessments that will be taking place.

About 7 years ago, Pali became a program improvement school. We found out that the ESL students were not succeeding so a program was started to help them succeed. Over the past 5 years this program has helped the ESL students succeed.

- Growing in language proficiency
- Proficient in the English test
- Seeing Annual Yearly Progress in the requirements for the EL Subgroup

New state indicators with a completely different measuring tool

- Suspension rate
- English Language Progress
- Graduation Rate

- English Language Arts (English class)
- Mathematics

Now the test (CELDT) and reclassification rates will be the consideration for the factors.

Reclassification is graduating from program

- Achieve a C in English class
- Pass state English test
- Pass reading comprehension test

There are 700 English learners from 27 different languages. They are achieving at all different levels. So we need to look at what support system we need to achieve the goals.

Pali has a English Learner Advisory Committee (ELAC) that meets once a month. ELAC came up with ideas to help achieve these goals.

Hiring at least one adult teacher's aid in each Algebra I A/B, Geometry and Algebra 2A/B.

Allocating funds for Writing Center to be open during the entire school day Adding at least five courses to the existing courses during period 7 and allow English Learners to have enrollment policy. (This is because students in an ESL class have one of their regular periods taken up by that class)

EL students should receive priority for placement of courses in the Master Schedule. Grouping EL students in classes together

Hire a new counselor who speaks Spanish

# B. Updates/Revisions to Santa Monica College and Career Access Pathways (CCAP) Agreement

Jeff Hartman presented.

The agreement and the updated agreement are in the materials.

Pali's decision if students take multiple dual enrollment classes.

The curriculum is decided by SMC.

There is an allowance that the Pali schedule can be different than SMC's.

SMC has a right to send a representative to the class to verify that the curriculum is being followed.

There is an agreement that the teachers enter into.

Pali pays the teachers and they get a stipend from Pali so SMC doesn't have to pay them.

If an SMC professor teaches a class then SMC pays their professors.

If we do ask an SMC professor to do something beyond the agreement then Pali will have to pay the SMC professor. (For instance if we had the professor agree to spend more time with the students.)

The teachers are required to be with the students the entire class time.

Teachers can lose the ability to be approved to teach through this grant. SMC has the right to rescind approval for a teacher.

Students must meet SMC deadlines. Students may drop the SMC class but only by the SMC deadline. The student can still be enrolled in the Pali class and get the Pali credits. SMC agrees to provide a roster with the grades so that the student does not have to go to SMC to get their transcript in order to get the credits.

Dara Williams brought up the inconsistency in the contract with the dates of the contract and the fact that says it is a three year contract. Jeff Hartman said he would raise it with SMC.

#### C. Update on Progress Regarding Pali SARB Process

School Attendance Review Board.

Objective is to find support for parents who are dealing with chronic truancy and absences.

We met as a group including Dara Williams, Emily Hirsch, Chris Lee and others. Looks like there is an opportunity for us to partner with other schools in our area. Dr. Magee is in contact with these schools to try to coordinate our efforts. This could bring a resource to Pali that we have not had before.

# D. Potential Adoption of Schoolzilla Data Platform

Contract is not part of the materials. But this program provides the tools to look at data in an easily accessible and digestible platform.

Other schools are very satisfied.

It takes about 3 months to build the dashboards in the way we need them. In the process of meeting with the Schoolzilla reps to begin the process. The contract is under the amount needed for a vote.

# E. Update on Schoolwide Goals

Materials provided 2016-2017 Points of Pride relating to the accomplishments at Pali thus far this year.

The administrators provided this information to Dr. Magee.

Also included are the accomplishments of the athletic teams.

Wellness is a huge focus, including mindfulness and a positive mindset.

Henry Winkler came and conducted an assembly and he was so impressed with the students that he wants to come back.

Andy Paris is the one who brought him here and the students really connected with him and enjoyed it. Thanks to Andy for doing this.

All the things that the school is doing to support our students.

Leslie Wooley brought up an article in the New York Times highlighting things that schools have done to make a difference and these are the things that we are already doing.

#### **III. Governance**

#### A. Board Election Policies Review / Update

Rocky Montz presented. The updates to the policies are in the materials. The timeline is set in stone. Some policies were reviewed but no policies were changed. The goal is to try to increase the number of candidates that we have. Trying to get the parents to update their Infinite Campus and that will serve as the voter registration. This also helps to push people to update their information.

Thank you to Rocky Montz for taking over and chairing this committee.

An announcement was made at the faculty meeting that there are open seats. We do have six open seats.

Dara Williams cannot run due to the fact that her current student is graduating and having an incoming 9th grader does not qualify her to run. There was a thought to changing it but it was decided that it is better to keep the current policy.

#### B. Approval Of Updated Membership for Board Committees

None to consider.

#### **IV. Facilities**

#### A. Track & Football Field Status - Replacement Plan & Funding Source(s)

Rocky Montz presented. He had a meeting with Mike Rawson, Greg Wood, and Jay Schroeder.

No contracts have been signed. The issue remaining is financing the project. The Budget & Finance Committee suggested raising funds but financing what needs to be financed. The latest we should go in signing the contract is April in order to have the work completed over the summer. Ellen Pfahler inquired as to whether there was a discussion about the specifics of financing and fundraising. Rocky Montz brought up that the field and the track are the priority and they cost \$1.2 million finance that and then raise funds for the stadium, which is another \$300,000. The company we want to use don't finance directly so we would have to use a third party. So as soon as we have a contract in front of us then we will have a better idea. Dara Williams inquired about whether fundraising is already in the works. Rocky Montz and Mike Rawson indicated that fundraising is already underway.

The field is also one of the biggest fundraising generators that we have the field raises over \$300,000 a year. The 4th of July fireworks was for the community and did not raise funds. The next step is to have the contract as well as financing options with sufficient time to have it considered at the next board meeting. Ellen Pfahler discussed that we need permission to finance approximately \$1 million given the amount that we have set aside. Then we will need to discuss whether the funds generated from the permits for the field will go to pay off the loan for the track and field. There will be a discussion of raising

the rates due to the improvement of the facilities. So there is an expectation that at the next meeting there will be a realistic plan on paying off the financing as soon as possible. Rocky Montz is of the opinion that we have reached the maximum life expectancy of the track and field and that we need to replace it this summer. Dara Williams brought up that if it is going to cost significantly more as a two step process to do the track and field and then the stadium the Board should know this so that we can make an informed decision as to how much to finance.

#### **B.** Annual Pool Loan Resolution

Last year in order to consolidate the pool loan the Board voted on a loan from the lifetime health benefit account to the pool loan.

It is a 5 year loan paid back at 4.5% interest.

Each year we have to approve the loan because it is an intrafund loan transaction. So we have to approve the resolution continuing to support the intrafund loan. It is page 65 of the materials, the Cash Borrowing Resolution.

[Robert Rene arrived at 6:24 p.m.]

Dara Williams made a motion to Approve the Cash Borrowing Resolution Renewal. Ellen Pfahler seconded the motion.

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

#### Roll Call

Rocky Montz Abstain Susan Ackerman Abstain Deanna Hamilton Ave Emilie Larew Abstain Dara Williams Aye Ellen Pfahler Aye Andrew Paris Abstain Leslie Woolley Aye Robert Rene Aye

Dara Williams made a motion to made motion to approve continue pool loan from lifetime benefit account to civic center account (continue with payment plan). Support continuance of the loan relationship. Ellen Pfahler seconded the motion.

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

# Roll Call

Rocky Montz	Abstain
Leslie Woolley	Aye
Susan Ackerman	Abstain
Emilie Larew	Abstain
Robert Rene	Aye
Dara Williams	Aye
Andrew Paris	Abstain
Ellen Pfahler	Aye

**Roll Call** 

Deanna Hamilton Aye

#### V. Finance

#### A. Potential Retirement Incentive Opportunities

Six people retired last year, which is a relatively high number. There doesn't seem to be as big of an interest this year. The incentives this year don't make as much sense. There are some people who take it on a day by day basis. This year more people seem to be enjoying their year so that is the positive.

#### **B. Second Interim Financial Report**

Greg Wood presented. The materials begin on page 66 of the materials. Page 67 is the projected balance sheet. We would have to

\$17.7 million and estimated liabilities of \$7 million and excess of about \$10.5 million. But we can't pay the teachers with assets and this includes all assets not cash assets. Some of our monies come in the form of restricted buckets, such as special education and they have to be spent on that. We have to report to the state what the related expenses are for these items. You would expect to spend the entire amount of these restricted pots.

The cafeteria fund has \$37,000 deficit, which is why there is a proposal to change the service. Ideally we should not be in a deficit for that. Regarding the Special Ed revenue received \$1.7 million from the state but we have \$3.4 million in expenses. So that is encroaching on our general fund. But we are measured on providing the right services so we have to do that even if it means going over the Special Ed budget and utilizing funds from the general budget to ensure that we are providing the appropriate services. Emilie Larew pointed out that there are many laws in place that require schools to do specific things and these are not fully funded but we are still required to comply with these laws. Doing what is best for students is not only the right thing but also avoids litigation, which potentially saves the school money.

Andy Paris brought up that there may be a perception that Pali doesn't want these Special Education students but we have open enrollment and whether a student is a Special Education student is not a factor.

We have about 270 Special Education students. Ten to twelve percent is the norm. For Charter Schools we are above the norm according to Greg Wood.

Page 78 is an internal document with our budget information.

Page 88, through January we had an excess but we still have to meet payroll for the remainder of the year.

At current pace, we would have approximately \$650,000 increase in assets, with \$350,000 being cash.

We have increased our transportation costs to cover more students.

Page 91 is a multi-year projection of our budget. We will lose some of our funding because some is being cut.

Pension and health benefits will have significant (double digit) increases over the next few years. With the salary increases it will be a significant increases so we just have to be careful with out budget. This is something that all school districts have to deal with. LAUSD is indicating layoffs for teachers as well as for their administration.

Ellen Pfahler brought up that employees on the budget committee realize that there could be budget issues in the future based on this. We need to start communicating with the faculty and staff that this is coming and that there may be shortfalls in the future.

The three year plan shows the potential for going into the negative over the next three years. So the Budget Committee is very much aware that there will need to be changes to stay within our budget. This is one reason why Mike Rawson was hired so that we can find outside sources for funding. One thing that has to be discussed are that salaries should really be considered as salaries plus benefits for future negotiations. Incumbent upon us to have these discussions now.

Benefits are skyrocketing and our funding is remaining static.

Teachers realize that there are things that will have to be cut. Even the teachers brought up that perhaps Pali cannot afford the auxiliaries. Better to have these discussions now than when we are in an emergency situation.

# C. Review of PCHS Tax Return

Greg Wood presented.

Tax return is included in the materials. The form has to be presented to the Board prior to being filed.

Board member information and names have to be provided and some information regarding board member employee compensation.

For board members who receive no salary that is noted.

We have an extension through May 15th so if there are any corrections or questions please provide them by the end of the week.

The booster club donation is what they gave directly to the school.

If there are any issues, Greg Wood will present it to the Board again. Otherwise it will be filed.

# D. Update Regarding Student Transportation

Report on student transportation is in the materials.

The budget has increased due to a significant increase in scholarships to ensure that those in need have access to the transportation. Some of it is also due to an increase in cost.

We have had some service issues with Tumbleweed.

So there is a need to put this contract out to bid (request for proposal).

There have been some discussions with some other transportation providers.

We put out the request for proposal and then companies respond.

We are subsidizing even the students who are paying by \$15 per month.

For the service issues we do have built into the contract a credit for service issues and service issues will be considered.

Drivers for school buses are becoming scarcer with the advent of Uber. Deanna Hamilton asked why we are not passing the costs onto the students. Discussion about passing along the cost to the students and making sure that the 9th grade parents are told realistic costs for this transportation.

Ellen Pfahler discussed contacting public transportation to determine if we can get dedicated buses to Pali much like Paul Revere does. Greg Wood pointed out that communicating the transportation options is the key to providing alternatives. Robert Rene brought up the fact that we do have to prioritize things and that perhaps transportation may need to be cut rather than cutting something else. So the tradeoffs have to be considered.

At this point we are putting out a request for proposal. One benefit of Tumbleweed is that they collect all the monies and Pali just has to pay the difference, which is a benefit of their contract. If a transportation provider doesn't do that then we may need a dedicated staff person or persons to do this. Athletic transportation is included in this budget as well.

Leslie Wooley brought up having an ad hoc transportation committee to look into arrangements with public transportation.

Emilie Larew brought up that an ad hoc committee has to consist only of board members otherwise board committees that have other members on them are required to comply with the Brown Act. The administration could also form a committee.

Any interested Board members can contact Dr. Magee if they are interested in assisting.

#### E. Update Regarding School Cafeteria

Greg Wood presented.

Participation in purchasing food from the cafeteria has dropped significantly Projected that we are losing \$37,000

Sodexo has lost approximately \$100,000. Sodexo cleaned house of employees to try to save on the labor cost but then there have been challenges with that staff.

We are putting out a Request for Proposal for a new food service vendor.

There are protocols that have to be followed because we need a vendor that is qualified and has knowledge of the laws with regard to nutrition for educational institutions. So the specific requirements will need to be spelled out.

Pali serves 800 meals a day; Birmingham is serving 2800 meals per day and there isn't a corresponding difference in student population. Using the CDE format for the proposal. It has to be advertised in newspapers and potential vendors have to be offered a tour.

Engaging the students in tastings is part of the plan for the proposal.

Ellen Pfahler brought up that studies have shown that presentation is often an issue. Some schools have biometrics so they can just make the purchase using their fingerprint, which speeds up service.

Leslie Wooley brought up that there should be an app for the kids to purchase their food.

#### F. College Readiness Block Grant Budget Approval

Will receive the funding by the end of the year for this block grant. We have until the end of the 2018-2019 school year to spend the money but we need to have a budget for it in place. So a plan should be arrived at by the end of the school year so that we can spend it over the next two years.

Vote will be tabled for now and it will be brought back when the 2017-2018 budget comes up for approval, with this being a separate item.

#### **G. PCHS Accounting Procedures**

This was brought to Budget & Finance Committee. They would like some modifications made and some additional forms to be generated.

#### H. LACOE Financial System MOU

This document is in the materials. Pali was asked to participate in a roundtable discussion with LACOE. LACOE has an antiquated payroll system. LACOE has signed with a software company called CGI. LACOE has chosen us as the school to try out this system and is hopeful that other charters will as well. This is an MOU between Pali and the County for a five year commitment to fund this. We would pay approximately \$4 per ADA per year over the next five years to develop this system. The benefit would be that we would be able to help design the system. The total cost is \$13,000 per year. Greg Wood believes that this would be an overall benefit to Pali. The Budget & Finance Committee recommends approval.

Robert Rene made a motion to Approve the LACOE Financial System MOU. Ellen Pfahler seconded the motion.

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

#### Roll Call

Emilie Larew	Abstain
Deanna Hamilton	Aye
Andrew Paris	Abstain
Dara Williams	Aye
Leslie Woolley	Aye
Robert Rene	Aye
Rocky Montz	Abstain
Susan Ackerman	Abstain
Ellen Pfahler	Aye

# VI. Executive Director/Principal (EDP) Support and Evaluation

#### A. Executive Director / Principal Evaluation Cycle

Tabled until April Board meeting

# VII. Other

#### A. Update on Transition to New PCHS Website

There were some issues with the transitions. Dara Williams suggested that an email tutorial might be in order so that parents understand how to navigate the site.

#### **VIII. Organizational Reports**

#### A. Executive Director / Principal (EDP) Report

Stands as submitted.

#### B. Chief Business Officer (CBO) Report

Stands as submitted. Attending the California Charter School Conference next week.

#### C. Director of Operations Report

Stands as submitted.

# D. Human Resources Director (HR) Report

Stands as submitted.

#### E. Director of Development Report

Mike Rawson presented.

Approached the company for the track and field to see if naming the stadium after them whether they would do it for cost.

They indicated that at this juncture that they would not be able to do that.

The vendor has indicated that they have given us the lowest price that they can give us. The vendor is awaiting approval to perform work in California but the documentation to do that has been submitted. The expectation is that it will be approved.

The vendor does want this to be a marketing piece so they are giving us a good deal. If they do use it as a marketing tool, we are negotiating for a finder's fee if others use the vendor after seeing our field.

Raised over \$24,000 so far for a press booth.

Bricks are being sold for a donor wall. \$250 for a brick. \$400 with an insignia. \$1000 for an array of four bricks with your own design.

A donor can buy a row for \$5000.

Going to LA84.

Corporate sponsors are another option on the website or on the field.

Rich Wilkinson of the Alumni Association is behind it.

AYSO is not in the position that they were ten years ago when they gave \$500,000.

AYSO may want to fundraise to sell bricks here as well. He is not in favor of long term financing so he is very motivated to fundraise. We may be able to get a favorable interest rate based upon our expected income from the field permits.

Bricks for sale began at the auction last weekend.

They are developing a 3D presentation.

Mike Rawson had a conversation with Myrna Cervantes because there are grants available to the underserved, including English Language Learners. Need about 8 months of work prior to grant submission in order to prepare it with sufficient faculty input.

#### F. Student Report

Spring sports started. Swimming won their meet. St. Patrick's day activities are planned. Unity Day this Thursday. Activities begin then and will continue throughout the month.

#### G. Parent Report

Senior Day is being planned and parents are being asked to assist.

# H. Classified Staff Report

Since classified are required to sign in there is a request that staff be paid every two weeks as a good faith gesture.

#### I. Faculty Report

A teacher wants consideration of giving students partial credit for late or incomplete assignments because it gives the students better motivation to try. Amanda Campbell resigned from the Board.

# IX. Board Committees (Stakeholder Board Level Committees)

# A. Budget and Finance Committee Report

No further discussion.

# B. Academic Accountability Committee Report

Nothing to report.

# C. Charter Committee Report

Meeting was set for May 3rd but Dara Williams, the chair, cannot attend at that date and time so the meeting will be moved. It will likely be in June.

#### **D. Election Committee Report**

Discussed in conjunction with a previous agenda item.

#### E. Post-Retirement Healthcare Benefits Committee Report

The meeting was scheduled for March 7th but Susan Frank and Amy Nguyen are working on gathering the information that we need to have a meaningful discussion. So the next meeting will be scheduled when we have sufficient information.

# X. Board Committees (Board Members Only)

# A. Audit Committee

Nothing to report.

# **B. Survey Committee**

Working on the survey.

# C. Grade Appeal Committee

Nothing to report.

# XI. Consent Agenda

# A. Approval of reimbursements for Executive Director / Principal

Rocky Montz made a motion to Approve to the consent agenda as submitted. Dara Williams seconded the motion. The board **VOTED** unanimously to approve the motion.

Roll Call

Andrew Paris	Aye
Robert Rene	Absent
Leslie Woolley	Aye
Emilie Larew	Aye
Deanna Hamilton	Aye
Ellen Pfahler	Aye
Dara Williams	Aye
Rocky Montz	Aye
Susan Ackerman	Aye

# B. Approval of Field Trips

See consent agenda approval.

# XII. New Business / Announcements

- A. Reminder of CCSA Conference March 20 March 23, 2017
- B. Next Regular Board Meeting is on Tuesday, April 18, 2017

May of this year is the Charter Oversight visit. WASC is April of next year.

# C. Board Chair to announce items for closed session, if any.

# XIII. Closed Session

# A. Conference with Legal Counsel: Anticipated Litigation

Closed session began at 9:44. No action to report out. Back into open session at 9:50.

# B. Public Employee Discipline/Dismissal/Release

Going into closed session at 7:57 p.m.

# XIV. Open Session

#### A. Return to Open Session

Returning to open session at 9:04.

#### B. Report Out on Action Taken In Closed Session, If Any.

The non-interested board members by a unanimous vote took action to terminate the contract of a management employee.

Closed Session Agenda Item:

Public Employee Discipline/Dismissal/Release (Govt. Code section 54957) The Board took action to issue a notice of nonreelection to probationary certified employee Identification No. 006671, pursuant to Education Code section 44921.21, subdivision (b), effective at the end of the 2016-2017 school year, and directed the Executive Director/Principal or designee to send out appropriate legal notices. The roll call was as follows: Ayes 5, Nays 0, Abstentions 0. Closed session ended at 8:50 a.m.

#### **XV. Closing Items**

# A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:50 PM.

Respectfully Submitted, Emilie Larew
### Coversheet

### Dissertation: Permission to Conduct Research on Campus

 Section:
 II. Academic Excellence

 Item:
 A. Dissertation: Permission to Conduct Research on Campus

 Purpose:
 Vote

 Submitted by:
 Related Material:

 II\_A\_Dissertation Permission to Conduct Research on Campus\_04\_18\_17.pptx

# Teaching social capital to Black males in high school to influence their college enrollment

By: Tami Christopher-Hooker, M.Ed.

Committee Members: Dr. Jenkins, Chair Dr. D'Urso, Committee Member Dr. Lee, Committee Member

# Background

# October 21, 2014...the beginning April 18, 2017... nearing the end

# **Purpose of the Study and Impact**

The purpose of this qualitative case study is to investigate the affect of teachers actively teaching social capital to Black males in high school to influence their enrollment into college.

The impact...

# **Theoretical Foundation**

Social capital (the theoretical foundation for this study) within a school setting is the development of social relationships of students with school staff, such as teachers. It is through these relationships that students learn how to successfully navigate through high school leading to life beyond high school graduation to college enrollment.

# **Research Questions**

- RQ1: How are social capital lessons being taught by teachers in high school?
- RQ2: How does teaching Black males social capital in high school impact their enrollment in college?

# **Data Sources**

- Counseling and College Center Records (archival data)
- Current Pali teachers
- Recent Pali Black male grads (within the past 2 years)

# Permission?

### Coversheet

### Updates/Revisions to Santa Monica College and Career Access Pathways (CCAP) Agreement

 Section:
 II. Academic Excellence

 Item:
 C. Updates/Revisions to Santa Monica College and Career Access

 Pathways (CCAP) Agreement
 Purpose:

 Purpose:
 Vote

 Submitted by:
 Related Material:

 II\_C\_Acad Excellence\_SMC-Palisades AB 288 CCAP Agreement-Apr 2017.pdf



#### COLLEGE AND CAREER ACCESS PATHWAYS A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2016-2019

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as "Agreement" between Santa Monica College District (SMC) hereinafter known as "COLLEGE" and Palisades Charter High School hereinafter known as "SCHOOL DISTRICT".

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Santa Monica College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. TERM OF AGREEMENT

1.1 The term of this CCAP Agreement shall begin February 14, 2017 and end on June 30, 2019, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.



- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c) (2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c) (3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

#### 2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SMC and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement shall include "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.





# 3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility Students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
- 3.2 Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SMC standards and policies.
- 3.3 College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SMC policy.
- 3.4 Student Records It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- *Note:* All referenced Sections from AB 288 (Education Code § 76004)



- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out the authorization form.
- 3.9 Minimum School Day The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### 4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

#### 5. **PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.



5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.

#### 6. CCAPAGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o) (1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.
- 6.4 Courses must meet the number of hours sufficient to meet the stated performance objectives as outline in the course outlines provided to the SCHOOL DISTRICT on a semester bases.
- 6.5 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.6 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SMC academic standards.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to



the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SMC Business Procedure.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards and SCHOOL DISTRICT policies, prerequisites, and standards and SCHOOL DISTRICT policies, prerequisites, and standards, shall prevail.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SMC guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.14 Site visits by one or more representatives of the COLLEGE shall be permitted by the SCHOOL DISTRICT to ensure that courses offered in the district are the same as the courses offered on the COLLEGE campus.
- 6.15 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

#### 7. **INSTRUCTOR(S)**

7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of

*Note:* All referenced Sections from AB 288 (Education Code § 76004)



Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE and become SMC employees or be provided by the District and be District employees. Faculty provided by the SCHOOL DISTRICT, who are being paid by the SCHOOL DISTRICT, must also sign an Instructional Service Agreement (ISA)- Instructor and get approved by the COLLEGE Board.

- 7.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty teaching under an ISA who are SCHOOL DISTRICT employees.
- 7.3 The COLLEGE shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are COLLEGE employees.
- 7.4 The COLLEGE shall be responsible for faculty salaries associated with the instructional class time of the classes conducted under this Agreement for faculty that are not SCHOOL DISTRICT employees. Any supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE Employees, that extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.
- 7.5 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.7 The COLLEGE shall have the primary right to control and direct the activities of faculty teaching dual enrollment courses. Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
- 7.8 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.

*Note:* All referenced Sections from AB 288 (Education Code § 76004)



- 7.9 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COLLEGE.
- 7.10 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.11 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SMC.
- 7.12 Faculty provided by the SCHOOL DISTRICT who don't comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 7.13 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SMC specifically with regard to their duties as instructors.
- 7.14 The COLLEGE will be the employer of record for all community collegepaid faculty teaching at the SCHOOL DISTRICT.

#### 8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.



- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must complete all drop procedures by all published deadlines to avoid a "W" on their transcript.
- 8.6 A student who has dropped the college course may continue to complete the course to receive high school credit.

#### 9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SMC policies and standards. Sec. 2 (c) (2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c) (2)
- 9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.4 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
  - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
  - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)



- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

#### **10. APPORTIONMENT**

- 10.1 SMC shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o) (2)
- 10.3 SMC shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

Standard FTES computation rules, support documentation, Couse selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

#### 11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SMC certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.



- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SMC will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
  - A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
  - A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

#### 12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making



adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

#### 13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

#### 14. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

#### **15. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and SCHOOL DISTRICT understand an agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that



information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

#### **16. REIMBURSEMENT**

16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

#### **17. FACILITIES**

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SMC or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.





#### **18. INDEMNIFICATION**

- 18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 18.2 The SMC agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SMC and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SMC and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

#### **19. INSURANCE**

- 19.1 The SCHOOL DISTRICT, in order to protect SMC, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE.
- 19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely



responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend SMC, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

#### 20. NON-DISCRIMINATION

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE a shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

#### 21. TERMINATION

- 21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in the CCAP agreement.
- 21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

#### 22. MODIFICATION AND AMENDMENT

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

#### 23. GOVERNING LAWS

23.1 This agreement shall be interpreted according to the laws of the State of California.





#### 24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of SMC, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

#### 25. SEVERABILITY

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

#### **26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on October 18, 2016

By: \_

SCHOOL DISTRICT

By:

SANTA MONICACOLLEGE DISTRICT

Santa Monica College District Board Meetings:

- (a) Information Board Meeting Date: August 2, 2016
- (b) Public Comment Board Meeting Date: September 6, 2016

#### **School District Board Meetings:**

- (a) Information Board Meeting Date: September 20, 2016
- (b) Public Comment Board Meeting Date: October 18, 2016

*Note:* All referenced Sections from AB 288 (Education Code § 76004) P a g e



#### APPENDIX

#### COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

#### 1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College:	Maral Hyeler, Director Instructional Services	310-434-3551	hyeler_maral@smc.edu
School District:	Jeff Hartman, Assistant Principal	310-230-7224	jhartman@palihigh.org

#### 2. CCAPAGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

**3. CCAPAGREEMENT PROGRAM YEAR FALL 2016-SPRING 2017 -** college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: \_\_\_\_2016-2017\_\_\_\_\_COLLEGE: \_\_\_Santa Monica College\_\_\_\_

SCHOOL DISTRICT: Palisades Charter High School

EDUCATIONAL PROGRAM: <u>Media Studies and Journalism</u>

TOTAL NUMBER OF STUDENTS TO BE SERVED: 50 per semester

TOTAL PROJECTED FTES: 10.56

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Survey of Mass Media Communication	Media 1	Fall	12:20- 1:50PM	T, Th	Saxon, Lisa	X CC □ HS	□ CC X HS
Media, Gender, Race	Media 10	Spring	12:20- 1:50PM	T, Th	Saxon, Lisa	X CC □ HS	$\Box$ CC X HS
Editing	Journalism 3	Spring	TBD	TBD	Saxon, Lisa	□ CC X HS	□ CC X HS
Editing the Campus New Paper	Journalism 17	Spring	TBD	TBD	Saxon, Lisa	$\Box$ CC X HS	$\Box$ CC X HS
Introduction to Photography	Photo 1	Spring	TBD	TBD	Staff	□ CC X HS	$\Box$ CC X HS

EDUCATIONAL PROGRAM: Computer Science

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30 per semester TOTAL PROJECTED FTES: 6.22

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Introduction to Computer Science	CS 3	Fall/Spring	2:13- 3:33PM	T, Th	Marchard, Ken	X CC □ HS	□ CC X HS
Visual Basic Programing	CS 15	Spring	2:13- 3:33PM	T, Th	Staff	X CC □ HS	$\Box$ CC X HS

Note: All referenced Sections from AB 288 (Education Code 76004)

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EDUCATIONAL PROGRAM: <u>Graphic Design</u>

TOTAL NUMBER OF STUDENTS TO BE SERVED: 35 per semester       TOTAL PROJECTED FTES: 11.79							
COURSE NAMECOURSETERMTIMEDAYS/INSTRUCTOREMPLOYERLOCATIONNUMBERHOURSOF RECORDOF RECORD							LOCATION
Introduction to Graphic Design Applications	Gr Des 18	Fall	12:24- 1:44PM	M, W	Mashihi, Karineh	X CC □ HS	CC X HS
Digital Imaging for Design	Gr Des 64	Spring	12:24- 1:44PM	M, W	Mashihi, Karineh	X CC □ HS	$\Box$ CC X HS

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

4. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL	COST
			MATERIALS	
CS 3	Introduction to Computer Systems 2 <sup>nd</sup> Edition	\$109.50	N/A	
CS 15	Starting out with Visual Basic 2012 1 <sup>st</sup> Edition	\$114.50	N/A	
Gr Des 18	No text required		N/A	
Gr Des 64	Photoshop Cc: Visual Quickstart Guide	\$40.00	N/A	

Note: All referenced Sections from AB 288 (Education Code 76004)

Journalism 3	No text required		N/A	
Journalism 17	No text required		N/A	
Media 1	Media & Culture 10 <sup>th</sup> Ed.	\$143.00	N/A	
Media 10	Race, Gender, Class & Media 2 <sup>nd</sup> Ed.	\$162.50	N/A	
Photo 1	Short Course In Photography: Digital 3 <sup>rd</sup> Ed.	\$75.25	N/A	

#### 5. FACILITIES USE

a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

BUILDING	CLASSROOM	DAYS	HOURS
Palisades Charter HS	TBD	See days above	See hours above

## Coversheet

### Safe Zone Resolution

Section: Item: Purpose: Submitted by: Related Material: II. Academic Excellence D. Safe Zone Resolution Vote

II\_D\_Safe Zone Resolution\_04\_18\_17.pdf



#### **BOARD OF DIRECTORS OF PALISADES CHARTER HIGH SCHOOL**

#### RESOLUTION AUTHORIZING ACTIONS TO MAKE PALISADES CHARTER HIGH SCHOOL A SAFE SCHOOL ZONE FOR ALL STUDENTS

#### Initial Review - January 17, 2017

**WHEREAS**, Palisades Charter High School, a California nonprofit public benefit corporation, boasts a diverse student body,

WHEREAS, Palisades Charter High School believes that all students, regardless of their demographics or background, will learn and achieve if given the right opportunities and support, and refuses to accept anything less than an excellent college-preparatory education for its students;

**WHEREAS,** The United States Supreme Court held in *Plyer v. Doe* (1982) that no public school district has a basis to deny children access to education based on their immigration status, citing that children have little control over their immigration status, the harm it would inflict on the child and society itself, and equal protection rights of the 14<sup>th</sup> Amendment;

**WHEREAS**, the Office of Immigration and Customs Enforcement ("ICE") states in its 2011 policy that it will not conduct immigration enforcement activity at any sensitive location, which includes schools, without special permission by specific federal law enforcement officials unless exigent circumstances exist;

WHEREAS, Large-scale ICE operations have not yet been carried out in Southern California, but immigration enforcement affects Palisades Charter High School families every day, and a possible shift in ICE enforcement priority has created a climate of heightened fear and anxiety for many Palisades Charter High School students and their families;

**WHEREAS**, ICE activities in and around schools would be a severe disruption to the learning environment and educational setting for students;

WHEREAS, Palisades Charter High School prides itself on creating a safe, welcoming, inclusive environment for all its students, regardless of race, religion, or immigration status;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees of Palisades Charter High School, (the "Board") affirms the authority of Palisades Charter High



School staff to continue to protect the data and identities of any student, alumnus, family member, or school employee who may be adversely affected by any future policies or executive action that results in the collection of any personally identifiable information to the fullest extent provided by the law;

**RESOLVED FURTHER**, that the Board affirms its support for every individual embracing education and that Palisades Charter High School campus will join in the tradition of the Los Angeles Unified School District and other districts across the country, by declaring the Palisades Charter High School campus as a safe place for students and families, and such students and families can visit the Palisades Charter High School campus to seek help, information, and safety if faced with fear and anxiety about immigration enforcement efforts;

**RESOLVED FURTHER**, in order to provide a public education, regardless of a child's or family's immigration status, absent any applicable federal, state, or local law, regulation, ordinance or court decision, Palisades Charter High School shall abide by the following conduct:

- Palisades Charter High School personnel shall treat all students equitably in the receipt of all school services, including but, not limited to, the free and reduced lunch program, transportation, and educational instruction;
- Palisades Charter High School personnel shall not inquire about a student's immigration status, including that of family members;
- Any request by ICE for information or access to a school site shall be immediately forwarded to appropriate personnel at the SST (to be identified in the implementation plan referred to below) for review and a decision on whether to allow ICE access to the site, and/or the information to ensure Palisades Charter High School compliance with *Plyer* and other applicable laws;

**RESOLVED FURTHER**, that the officers of Palisades Charter High School shall establish all of Palisades Charter High School as resource and information sites for students and their families, and the Board encourages the officers of Palisades Charter High School to enhance partnerships with community-based and legal service organizations and directs the officers of Palisades Charter High School to provide the necessary outlets for expression, learning, communication, and information by the Palisades Charter High School family, which may include, among other actions:

• the institution of education fair days to provide Palisades Charter High



School families with legal information to inform them of their rights; and

• the creation of a resource guide to provide assistance for families in need of assistance. **RESOLVED FURTHER**, that school leaders shall be directed to ensure all teachers, school administrators, and other staff will be trained on how to implement this policy and notification will be distributed to families to fully inform them of their rights; **RESOLVED FURTHER**, that Palisades Charter High School leadership shall prepare an implementation plan relating to the resolution and report back to the Board at its next regular

meeting with respect to such implementation plan; and be it finally

**RESOLVED FURTHER**, that the Board remains focused on teaching the academic skills, fostering the intellectual habits, and cultivating the character traits needed for all of our students to thrive in high school, college, and life.

### Coversheet

### PCHS Math Placement Policy

Section: Item: Purpose: Submitted by: Related Material: II. Academic Excellence F. PCHS Math Placement Policy Vote

VII\_F\_Part 2\_ PCHS Math PlacementFAQs.S17.pdf VII\_F\_Part 1\_2016 Math Placement Data Report(3).pdf 15777 Bowdoin St. Palisades, CA 90272 (310) 230-6623 www.palihigh.org



Mathematics Department Pacific Ms. Onoye

#### A CALIFORNIA DISTINGUISHED SCHOOL PCHS MATH PLACEMENT TEST FAQS

 When is the placement test administered? Placement Test – Saturday, May 20, 2017 Retest and Make-up Test – Friday, July 28, 2017 Checkpoint Assessment – In classes August 17-August 25, 2017

#### 2. Why do students need to take a test for math placement at Palisades Charter High School?

Although many students successfully complete college preparatory mathematics courses in middle school, not all of these students retain enough of the essential concepts effectively so that they can apply the skills to higher-level concepts in more advanced courses. The Algebra Placement Exam assesses students' levels of *retained* knowledge from Algebra 1, the foundational course for all college preparatory mathematics. The Algebra 1 Common Core standards are available on the California Department of Education website, <u>www.cde.ca.gov</u>. If a student has not completed an Algebra 1 class, the placement exam will be used to assess their algebra readiness.

#### 3. What are the topics assessed on the placement tests?

The Algebra Placement Exam assesses student proficiency with evaluating numeric and algebraic expressions, simplifying algebraic expressions, solving multi-step linear equations, graphing lines, writing equations of lines, solving and graphing linear inequalities, solving systems of linear equations or inequalities, simplifying expressions involving radicals, simplifying expressions using rules of exponents, simplifying expressions involving polynomials, factoring polynomials (with an emphasis on quadratics), solving quadratic equations, modeling with exponential functions, using logical reasoning, and data analysis and statistics.

#### 4. Should students study for the math placement test?

Students are encouraged to review their notes from Algebra 1 or other middle school math courses. While students should, practice and review, studying or receiving extensive tutoring assistance for the exam may result in students placing into a course for which they are not adequately prepared. This often leads to students losing confidence in their abilities and struggling in mathematics throughout high school.

#### 5. Do all incoming 9<sup>th</sup> grade students need to take the test?

Yes. Any student that does not take the placement test will automatically be placed Algebra A or Algebra 1A (depending on 8<sup>th</sup> grade math course) and will need to demonstrate proficiency on the previously mentioned concepts through the Checkpoint Assessment administered the first week of school.

# 6. If a student is unable to take the test on the assigned date, will they be able to take a make-up test? Make-up tests will only be arranged with administrative approval from Palisades Charter High School in advance of the placement test date. Requests need to be submitted to the Director of Academic Programs and Guidance Services in writing, preferably by email.

#### 7. What score is required to pass the math placement test?

Placement is not dependent on a total score. Placement is dependent on demonstration of proficiency on essential standards, with all standards assessed through multiple questions. It is possible for students with lower scores to place into a higher class than other students if they demonstrate proficiency on more standards.

#### 8. If a student does not pass the placement test, can they retake the test?

Students who test on the initial May testing date and do not demonstrate proficiency on a substantial number of concepts will be offered an opportunity to take a retest later in the summer. Details will be included in the placement letters that students receive after the initial testing. Once students receive their initial placement, they have the opportunity to study the topics assessed on the placement exams to remediate through summer programs, tutoring, and/or independent review, if necessary. They can then take the PCHS Placement Retest to demonstrate proficiency with the standards assessed. If the student passes the Retest, (s)he will be placed into the next appropriate level of math. The final opportunity to demonstrate proficiency will be provided during the first week of school on the Checkpoint Assessment. *Please refer to the PCHS Math Placement Policy available at <u>www.palihigh.org</u> on the Mathematics Department page.* 

9. If students successfully complete Algebra 1 in middle school, why should they take the course again in high school? Is Algebra 1 at Palisades Charter High School the same course as Algebra 1 in middle school? All Algebra 1 courses in the State of California, in middle or high schools, follow the California Common Core State Standards for Mathematics. At Palisades Charter High School, Algebra 1 focuses on problemsolving with an expectation that students retain a greater depth of knowledge for each essential standard and demonstrate retention on cumulative exams. Taking Algebra 1 in high school will provide students with an opportunity to master the skills introduced in middle school, increasing chances for confidence and success in advanced college preparatory courses. Students who place into Algebra 1 will benefit from taking Algebra 1 in middle school and in high school.

#### 10. Will the Geometry or Algebra 2 classes review Algebra 1 material?

No. Teachers assume that students enrolled in Geometry or higher are proficient in the prerequisite skills required for each course. There is little or no time for standards that are not part of the course. Each math class addresses the standards for that course.

# 11. If a student completes Geometry in middle school but places into Algebra 1, will they be required to repeat Geometry as well?

No. Students that complete Geometry AB in middle school, with grades of "C" or higher on their official transcripts, will not be required to repeat that course. Upon successful completion of Algebra 1AB, with grades of "C" or better, these students will be placed into Algebra 2A.

#### 12. Can 9th grade students place into an honors level mathematics course?

Students who demonstrate high levels of proficiency on all standards will be placed into Honors Geometry (based on course offerings and availability) or Honors Algebra 2, depending on the course(s) completed successfully in middle school.

#### 13. Is the placement test the only thing used for placement?

No. Appropriate placement is also determined by the math courses a student has already passed in middle school with a grade of C or better. In addition, performance levels on the California Smarter Balance Assessment Consortium (SBAC) may be used to advance a student. *Please refer to the PCHS Math Placement Policy available at <u>www.palihigh.org</u> on the Mathematics Department page.*
# Palisades Charter High School 2016 Freshman Math Placement Data Report

Submitted to the Board of Trustees 04/11/2017 (Prepared by Libby Butler – Freshman Math Placement Coordinator)

#### OVERVIEW:

This report includes data for all freshman who completed a math class in the 2016 fall semester (N=755). Analysis includes breakdowns for placements based on the Placement Criteria approved by the Board of Trustees 3/29/2016. Interpretations of the data and recommendations for future placements are provided.

Counselors are mostly consistently with placing students according to placement criteria results, with 99.3% of students scheduled in the recommended course or lower (some parents request lower). The Math Placement Test was used to place 90.7% of the freshman students prior to the start of the school year. All but 1.9% of students at least had the Checkpoint test to confirm placement, an assessment analyzed only to determine gross misplacements.

- **Recommendation**: Streamline a method for counselors to report changes from the recommended placement, with rationale documented with the freshman math placement database.
- **Recommendation**: Increase the number of students taking the placement test at least once prior to the start of school.

Algebra A	16.7%
Algebra 1A	31.3%
Algebra 1B	12.2%
Geometry A	17.5%
Honors Geometry A	0.9%
Algebra 2A	12.6%
Honors Algebra 2A	8.2%
Honors Math Analysis	0.2%

### FRESHMAN MATH COURSE ENROLLMENT FOR THE 2016 FALL SEMESTER:

#### Interpretation and Recommendations:

- 16.7% of incoming freshman enrolled in an intervention version of the grade level course is a bit high. The consequence of this is just under 1/5 of the students locked into off-track courses unless summer school is completed, potentially permanently tracking them with low achieving math students throughout high school.
  - Recommendation: Identify students who could have succeeded in Algebra 1A based on math teachers' observations and examine placement data to try to adjust placement analysis to decrease the number of students in Algebra A in the future. Possibly include qualitative data such as teacher recommendations from 8<sup>th</sup> grade and/or during the first couple of weeks of school into the placement criteria for these students.
- 12.2% of incoming freshman enrolled in Algebra 1B is also problematic, if these students remain off-track.

- **Recommendation: T**rack course taking beyond freshman year, documenting use of summer school to get back to traditional track courses.
  - If the number of students getting back to traditional track by sophomore year is high, then there is not a problem.
  - If the number of students getting back to traditional track by sophomore year is low, then consider placing these students into Algebra 1AB instead of just Algebra 1B.
- The percentage of incoming freshman placing into Honors Geometry, 0.9%, has been low for a couple of years, but takes a handful of students and tracks them in 9<sup>th</sup> grade for a course that is not highly correlated to Algebra 1 knowledge.
  - Recommendation to eliminate this placement option. The students can take non-honors Geometry in 9<sup>th</sup> grade and still qualify for Honors Algebra 2 in 10<sup>th</sup> grade, a course highly correlated to Algebra 1 knowledge.

Course	Earned a "C" or Better
Algebra A	51.5%
Algebra 1A	77.4%
Algebra 1B	90.7%
Geometry A	92.6%
Algebra 2A	98.9%
Honors Geometry	85.7%
Honors Algebra 2	98.4%

### FALL SEMESTER MATH SUCCESS FOR FRESHMAN PLACED ACCORDING TO PLACEMENT CRITERIA:

#### Interpretation and Recommendations:

- Freshman in courses above Algebra 1A are having very high levels of success, an indication of overall readiness for advanced courses aligned well with the placement criteria.
- The percent of students succeeding in Algebra 1A is moderately high, an indication that readiness for high school Algebra 1 is aligned well with the placement criteria.
- Almost half of students in Algebra A are failing to have success in high school math despite the intervention.
  - **Recommendation**: Examine class structures and assessments to identify ways to better meet students' needs within these classes.
  - **Recommendation**: Survey and/or interview Algebra A students to identify ways to better meet their needs within these classes.
  - *Recommendation*: Reduce the number of students placed into Algebra A who may succeed with the greater challenge of Algebra 1AB.

#### OVERALL PLACEMENT DATA:

Placement	Percent of Total Placements	Revere	Non-Revere
Algebra ABC	14.9%	12.2%	23.4%
From Math 8		(39.7%)	
Algebra 1A	30.0%	25.7%	36.5%
From Math 8		(60.3%)	
Prior Algebra 1 Passed		(10.3%)	
Algebra 1B	13.6%	12.2%	15.6%
Prior Algebra 1 Passed		(17.7%)	
Tested out of Algebra 1AB	41.4%	49.6%	24.6%
Geometry A		(51.85% from Algebra 1)	
Honors Geometry A		(2.1% from Algebra 1)	
Algebra 2A		(56.3% from Geometry)	
Honors Algebra 2A		(37.7% from Geometry)	

#### Interpretation and Recommendations:

- Revere students appear to be placing into higher level courses at significantly higher rates, but incomplete prior course data makes it impossible to use this data to determine whether or not there is implicit bias in the design of the placement criteria. It is possible the differences can be at least partially contributed to non-Revere feeder schools not offering courses higher than Math 8.
  - *Recommendation*: Consistently gather prior course information upon registration for all students and revisit possible implicit bias with complete data next year.
- Close to 40% of students from Revere tested into Algebra ABC instead of Algebra 1A from Math 8.
  - **Recommendation**: Share this information with the math department and administration at Revere.
- 72% of students from Revere who completed at least Algebra 1AB with grades of "C" or better placed into the next course, meaning 28% of Revere students were required to repeat Algebra 1A and or Algebra 1B at Pali. Of students who successfully completed Algebra 1 in 8<sup>th</sup> grade, 46% were required to repeat all or part of Algebra 1, along with 6% of students who successfully completed Algebra 1 and Geometry at Revere.
  - **Recommendation**: Share this information with the math department and administration at Revere. It appears as though about half of the students placed into Algebra 1 at Revere may benefit more from a placement into Math 8.

Course	Female	Male
Algebra ABC	12.1%	17.3%
Algebra 1A	33.7%	25.6%
Algebra 1B	12.7%	14.1%
Tested out of Algebra 1AB	40.8%	41.8%
Honors	(23.1%)	(29.7%)

#### PLACEMENTS BY GENDER:

#### Interpretation and Recommendations:

- There are no large significant differences for placements between males and females, but higher proportions of males placing into Algebra ABC and into Honors (percents noted for Honors are out of the students who tested out of Algebra 1AB) may be indicative of implicit bias in the placement criteria.
  - **Recommendation**: Watch this data for a similar trend next year before investigating potential gender bias.

#### PLACEMENTS BY ETHNICITY:

Course	Asian	Hispanic	Black	White
Algebra ABC	6.1%	6.1% 28.1% 36%		7.0%
Algebra 1A	7.6%	42.1%	37%	27.1%
Algebra 1B	13.6%	15.7%	13%	12.9%
Tested out of	72.7%	14.0%	14%	53.1%
Algebra 1AB				
From Retest	(1.5%)	(0.8%)	(0.0%)	(5.2%)
Honors	(54.2%)	(0.0%)	(7.1%)	(23.8%)

#### Interpretation and Recommendations:

- There are large significant differences for placements between ethnic groups.
  - Recommendation: Identify students in Algebra ABC who could have succeeded in Algebra 1A and students in Algebra 1A or 1B who could have succeeded beyond Algebra 1, based on math teachers' observations, and examine placement data to try to adjust placement analysis to decrease the number of students in Algebra A and repeating Algebra 1AB in the future. Possibly include qualitative data such as teacher recommendations from 8<sup>th</sup> grade and/or during the first couple of weeks of school into the placement criteria for students to place into or out of Algebra 1AB.
  - **Recommendation**: Allow students to enroll in Algebra 1A, against the recommendation from the placement criteria within the first two weeks of school.
  - *Recommendation*: Review the placement criteria with the intent to reduce implicit bias between ethnic groups.
- A large part of the placement criteria depends on course(s) completed in middle school. Looking at the data we have from Revere, there are large differences between the proportions of students who completed different course levels prior to enrolling at Pali. Below is the data for incoming freshman from Revere. The first table provides the proportions of students within each ethnic group enrolled in each 8<sup>th</sup> grade course. The second provides the proportions of each ethnic group eligible for a higher placement based on previous course completion that placed into a lower course because of the math placement test.

Revere Course	Asian	Hispanic	Black	White
Math 8	12.7%	61.2%	53.6%	18.4%
Algebra 1	29.1%	32.7%	39.3%	45.5%
Geometry	58.2%	6.1%	7.1%	36.1%

Revere 8 <sup>th</sup> Grade to 9 <sup>th</sup>	Asian	Hispanic	Black	White
Algebra ABC	42.9%	55%	25%	29.1%
Algebra 1 $\rightarrow$ Algebra 1A or 1B	25%	68%	65%	40.8%
Geometry $\rightarrow$ Algebra 1A or 1B	0%	0%	25%	7.4%

 Recommendation: Share this data with the Revere Math Department and Administration, encouraging them to consider implicit bias in their placement criteria that is impacting high school math placement.

# Coversheet

# Proposed 2017-2018 Board Meeting Dates

Section:III. GovernanceItem:C. Proposed 2017-2018 Board Meeting DatesPurpose:VoteSubmitted by:III\_C\_Proposed Board Meeting Dates 2017-18.pdf



# Board of Trustees 2017-2018 Meeting Dates

Board Governance Training – TBD (Likely June24, 2017)

July 18, 2017

August 22, 2017 (Moved later due to first week of school)

Board Retreat – TBD (Likely late August 2017)

September 19, 2017

October 17, 2017

November 7, 2017 (Moved earlier due to Thanksgiving Break & Veterans' Day)

December 12, 2017 (Moved earlier due to Winter Break)

January 23, 2018 (Moved later due to Winter Break)

February 27, 2018 (Moved later earlier due to holiday/unassigned day)

March 20, 2018

April 17, 2018

May 15, 2018

June 5, 2018 (Budget Approval)

June 19, 2018

# Coversheet

# PCHS Accounting Procedures

Section: Item: Purpose: Submitted by: Related Material: V. Finance C. PCHS Accounting Procedures Vote

V\_C\_Part 1\_ Old Conference Procedures.pdf V\_C\_Part 2\_Proposed PCHS Travel Policy- Required vs Requested.pdf



A CALIFORNIA DISTINGUISHED SCHOOL

# **CONFERENCE PROCEDURES CHECKLIST**

# THERE IS A LIMIT OF 2 CONFERENCES PER PERSON PER YEAR!

- 1. Must be turned in at least **TWO WEEKS** prior to event.
- 2. <u>DO NOT PRE-REGISTER!</u> Must be approved first. Include a note if time sensitive and a completed registration form.
- Fill out REQUEST FOR CONFERENCE, CONVENTION OR MEETING ATTENDANCE form. This form can be obtained from the Executive Assistant's office.
- 4. Sign the form, have your Department Chair sign it if applicable.
- 5. Give form, back-up documentation telling about the event and purchase order including which funds will be allocated to the Conference Coordinator (Executive Assistant) who will have appropriate Administrator sign.
- 6. Conference Coordinator will arrange for substitutes.
- 7. A confirmation will be put in your box by the Conference Coordinator once processed.

Go on your trip! Have Fun! Be Safe!



#### Proposed PCHS Travel Policy:

Conference/Travel Request Forms must be approved by the Executive Director/Principal prior to committing any funds and shall be forwarded to the Finance Office at least two weeks in advance of any trip or conference. Conference/Travel not approved in advance by the Executive Director/Principal may not be reimbursed.

When travel is <u>requested</u> by the employee, same guidelines apply, however there will be a limit placed on the reimbursement amount for lodging & travel. The limits are as follows:

Lodging: Up to \$150

Travel: Up to \$150

Meals: Up to \$40, only if the conference is considered out of district.

Mileage: If the distance to the conference is less than your daily commute to Pali, there will be no mileage reimbursement. Pali would approve mileage for conferences up to 50 miles from your home.

When Travel is required by the school, all costs will be covered, but under these specific guidelines.

#### **In-district Travel**

Travel within Los Angeles and Orange Counties shall be considered "in-district" travel. Reimbursement for use of a private vehicle for in-district travel shall be submitted on the Mileage Reimbursement Claim Form and shall be paid at the current IRS-approved rate. Parking fees should be included on the Mileage Reimbursement Claim Form and the receipt attached. Mileage will only be covered when the conference is

Mileage Reimbursement Claim Forms may be submitted at the end of each semester or when the cumulative reimbursement amount reaches \$25.00.

Meals associated with in-district travel are not normally allowed unless part of a specific meeting of conference. Prior approval by the Superintendent or designee is required. Reimbursement shall be claimed through a Travel & Conference Claim Form.

#### **Out-of-district** Travel

All out-of-state travel requires approval by the Board of Trustees.

After the Travel Request Form has been approved, the district will advance funds via purchase order or school credit card for conference registration, airfare, and hotel accommodations. Personal credit cards may be used with prior authorization.

1. Advance payments for conference registration or airfare will be made by purchase order or check wherever possible.

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2. Hotel accommodations will be paid for by an advance payment by district purchase order or district check wherever possible. A personal credit card may be used to hold the reservation and a district check hand-carried to the hotel.

Advances for other expenses will be made only if approved by the Executive Director/Principal, under special circumstances. Advances will not be made for non-employees such as parents or community members.

#### **Travel/Conference Expenses**

Completed travel claims and all accompanying receipts must be approved by the supervisor and filed with the Business Office within 30 days of completion of travel.

Allowable Expenditures

With the exception of certain meals and bridge tolls, all travel expenses claimed must be accompanied by a receipt or other documentation. Credit card statements are not considered receipts. Allowable expenses are restricted to reasonable and necessary actual expenditures.

1. Hotel accommodations at the single occupancy rate will be allowed if an overnight stay is necessary.

2. Transportation expenses will be allowed based on the lowest total cost alternative and consideration of required travel time. In order to minimize travel costs, carpooling shall be utilized whenever possible. In the case of carpooling, mileage reimbursement will only be provided to the driver. Transportation to and from conference is determined by the lowest cost possible, i.e. if the cost of flying to the conference is lower, employee shall fly as opposed to drive, and vice-versa.

a. Airfare is restricted to economy rates unless approved by the Executive Director/Principal. Total air travel costs include mileage to and from the departure airport, tolls, parking, and the lowest cost alternative shuttle service from the destination airport to the meeting location.

b. Private vehicle will be reimbursed at the current IRS-approved mileage rate along with bridge tolls and parking fees.

c. Rental vehicles will not be allowed unless no other means of transportation from the destination airport to the meeting location is available. A rental vehicle may be approved if travel among various locations at the destination is required and not otherwise reasonably available. The school will pay for a rental vehicle in the economy classification or, if the number of school passengers warrants, a van. In no case will the district pay the additional cost for premium, luxury or sport/utility vehicle rentals. The "loss damage waiver" must be specified and will be considered a reimbursable cost.

3. Meal reimbursements shall be based on actual and necessary meal costs within prescribed allowances, including gratuities not to exceed 15%. If a meal is not taken, no amount may be claimed. If the actual cost is less than the limitations prescribed herein, only the actual amount may be claimed.

a. Meals included in a conference or meeting and for which there is a prescribed fee are not subject to these limitations.

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b. The maximum meal allowance per day is \$40.00 for a full travel day. If less than a full day's travel is required or if a meal is included in a conference registration, the following limitations apply:

Breakfast \$10.00

Lunch \$10.00

Dinner \$20.00

A meal may be claimed when out-of-district before 7:00 a.m. and/or after 5:00 p.m.

Non-Reimbursable Expenses

Personal expenses such as entertainment, transportation to and from entertainment, leisure tours, alcoholic beverages, gifts, donations, personal telephone calls, and expenses for guests/spouses/friends are not reimbursable.

# Coversheet

# Executive Director / Principal Evaluation Cycle

Section: VI. Executive Director/Principal (EDP) Support and Evaluation Item: A. Executive Director / Principal Evaluation Cycle Purpose: Discuss Submitted by: **Related Material:** 

VII\_A\_EDP\_04\_18\_17 Board Meeting.pdf





# PALISADES CHARTER HIGH SCHOOL BOARD OF TRUSTEES MEETING EXECUTIVE DIRECTOR AND PRINCIPAL REPORT APRIL 18, 2017

### In Memorium

PCHS mourns the loss of Anita Stephens, a very special teacher and friend. Anita joined the Pali family in 2003 serving as English teacher and co-department chair. Anita touched the lives of many students and all of those who were fortunate to know her. Anita's family asks that in lieu of flowers, donations be made to Pali Cares via this website:

<u>https://www.anitaleestephens.com/</u> Condolence messages to the family can also be sent from this site.

### Pali leads the way at annual California Charter School Association Conference March 20-23 Seventeen Pali participants attended this year's annual conference held at the Sacramento Conference Center where PCHS demonstrated outstanding innovation and creativity. Pali presentations:

- Building a Summer Bridge: Achieve Positive Momentum Through Student Leadership Monica Iannessa and Mystic Thompson
- Building the STEAM Shop Makerspace in Public High Schools Donna Mandosa
- Palisades Independent Charter High School Online Blended Learning Program Stephanie Chew and Randy Tenan-Snow
- Positive School Culture via the Student Bill of Rights and Responsibilities Sandra Martin, Myrna Cervantes, Pam Magee with students Leslie Magana, Peter Lebsen, and Ben Makhani

The following Pali teachers, board members and administrators joined the presenters at the conference: Susan Ackerman, Mary Bush, Emilie Larew, Chris Lee, Amy Nguyen, and Greg Wood. Pali parent and CCSA parent liaison Ivy Greene also attended.

Other highlights of the conference included networking opportunities for conversion charter schools as well as regional and job-alike meetings, the vendor exhibit hall, and an education forum featuring candidates in the 2018 CA Governor's race John Chiang, Delaine Eastin, and Antonio Villaraigosa.

# Schoolwide Goal Update:

Goal 3: PCHS will continue to increase student success through positive classroom climate and increasing student pass rates. During the annual Back to School Board Retreat, board members, school administrators, parents and students identified the following recommended steps for meeting this goal. PCHS is addressing each of these areas through on-going professional development and focused departmental and professional learning community (PLC) planning:

Palisades Charter High School - Board Meeting - Agenda - Tuesday April 18, 2017 at 5:00 PM



Steps taken to date -

- Review and revise grading policies/classroom policies
- Encourage a growth mindset among all stakeholders
- Provide professional development designed to increase positive student/teacher relationships
- Encourage differentiation at all levels and provide support for success
- Increase diversity in honors/AP classes and provide a continuum of rigor
- Collect data to monitor success
- Expand summer Dolphin Leadership Academy through broader outreach and early identification
- Summer reading Incorporate inspirational, motivational books that promote positive self-image (Carol Dweck, John Wooden, etc.)
- Design, administer, and analyze the results of common assessments in all departments by the first progress report period (10weeks). Results will be analyzed by the PLC coordinator with Director of Academic Achievement with the Administrative Team.

# Smarter Balanced Interim Assessment Blocks (IABs)

PCHS students have been engaged in interim assessments during the months of March and April. Pursuant to California *Education Code* Section 60642.6, interim assessments are available to all local educational agencies. The interim assessments are specifically designed to provide meaningful information for gauging student progress throughout the year toward mastery of the skills measured by the summative assessments. For further information on the interim assessments, including a listing of available IABs, go to the Smarter Balanced Interim Assessments Overview I (PDF).

**Smarter Balanced Interim Assessment Blocks (IABs)** focus on small sets of targets and therefore provide detailed information for instructional purposes. The IABs yield overall information for each block. Charts listing <u>IABs available by grade</u> (PDF) available on the California Department of Education website (<u>www.cde.ca.gov</u>) show the blocks available for grade level English language arts/literacy (ELA) and mathematics. PCHS now has a strong baseline for interim assessments. Pali Data Coordinator Dr. Minh Ha Ngo has compiled the results for the CAASPP **English Language Arts** Interim Assessment Blocks (IABs), sorted by English teacher, and sub-sorted by grade level and alphabetically. Professional Learning Communities have the data and are now determining implications for student success.

- 9th graders took Language & Vocab (E9) and Research (Pod), and a select few took Revision in their Chemistry class.
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Palisades Charter High School - Board Meeting - Agenda - Tuesday April 18, 2017 at 5:00 PM



**Math IABs** - Geometry and Algebra II IAB data assessments are also complete. Algebra I data will not be complete until the end of the school year. Preliminary review of math data indicates that math-passing rates have increased in the last two years and the number of students in advanced courses has increased as well. Next year, PCHS will incorporate Algebra I in the Entrepreneurship Pod and will hire three math paraprofessionals to provide classroom support.

# STUDENT ATTENDACE REVIEW BOARD (SARB) update -

Dr. Chris Lee and Dr. Pam Magee will attend the Los Angeles County Office of Education State and County SARB Videoconference Meeting on May 18 to determine how PCHS can best address issues related to truancy and chronic absences.

# COMPLIANCE REPORTING AND OPPORTUNITIES FOR FEEDBACK:

**Annual LAUSD Compliance Visit** – Representatives from the LAUSD Charter Division will visit PCHS on **May 17 and 19**. In addition to visiting classrooms and reviewing annual student progress data, the team will meet with focus groups representing leadership, parents, students, and staff. The Charter Division will issue a final report, which will be posted on the PCHS website.

**Western Association of Schools and Colleges (WASC) Six-Year Accreditation** – The self-study accreditation process is underway and will continue throughout the 2017-18 school year. Focus groups will begin meeting in May. Parent participants are needed to share their insights and experience as we analyze school strengths and develop an action plan to address opportunities for growth.

**Schoolwide Stakeholder Survey** – PCHS is seeking feedback from staff, students, and parents. Surveys will be distributed via email and links posted on the school website. We need your input to make our school the best educational experience possible! Please take a few moments to respond when you receive the survey.

**Annual Budget and Local Control Accountability Plan** – Stakeholder feedback is needed to develop the school's 2017-18 funding plan. School stakeholders will receive a budget survey via email during April and May. Preliminary priorities are based on feedback provided in meetings of the Long Term Strategic Planning groups, Budget Committee, Curriculum Council, and parent groups including PIQE, ELAC, and PTSA.

# **CLASS OF 2017 COMMENCEMENT CEREMONY** June 8, 2017 beginning promptly at 5:30pm in the Stadium by the Sea

# Coversheet

# Executive Director / Principal (EDP) Report

Section: Item: Purpose: Submitted by: Related Material: VII. Organizational Reports A. Executive Director / Principal (EDP) Report FYI

VII\_A\_EDP\_04\_18\_17 Board Meeting.pdf





# PALISADES CHARTER HIGH SCHOOL BOARD OF TRUSTEES MEETING EXECUTIVE DIRECTOR AND PRINCIPAL REPORT APRIL 18, 2017

### In Memorium

PCHS mourns the loss of Anita Stephens, a very special teacher and friend. Anita joined the Pali family in 2003 serving as English teacher and co-department chair. Anita touched the lives of many students and all of those who were fortunate to know her. Anita's family asks that in lieu of flowers, donations be made to Pali Cares via this website:

<u>https://www.anitaleestephens.com/</u> Condolence messages to the family can also be sent from this site.

### Pali leads the way at annual California Charter School Association Conference March 20-23 Seventeen Pali participants attended this year's annual conference held at the Sacramento Conference Center where PCHS demonstrated outstanding innovation and creativity. Pali presentations:

- Building a Summer Bridge: Achieve Positive Momentum Through Student Leadership Monica Iannessa and Mystic Thompson
- Building the STEAM Shop Makerspace in Public High Schools Donna Mandosa
- Palisades Independent Charter High School Online Blended Learning Program Stephanie Chew and Randy Tenan-Snow
- Positive School Culture via the Student Bill of Rights and Responsibilities Sandra Martin, Myrna Cervantes, Pam Magee with students Leslie Magana, Peter Lebsen, and Ben Makhani

The following Pali teachers, board members and administrators joined the presenters at the conference: Susan Ackerman, Mary Bush, Emilie Larew, Chris Lee, Amy Nguyen, and Greg Wood. Pali parent and CCSA parent liaison Ivy Greene also attended.

Other highlights of the conference included networking opportunities for conversion charter schools as well as regional and job-alike meetings, the vendor exhibit hall, and an education forum featuring candidates in the 2018 CA Governor's race John Chiang, Delaine Eastin, and Antonio Villaraigosa.

# Schoolwide Goal Update:

Goal 3: PCHS will continue to increase student success through positive classroom climate and increasing student pass rates. During the annual Back to School Board Retreat, board members, school administrators, parents and students identified the following recommended steps for meeting this goal. PCHS is addressing each of these areas through on-going professional development and focused departmental and professional learning community (PLC) planning:

Palisades Charter High School - Board Meeting - Agenda - Tuesday April 18, 2017 at 5:00 PM



Steps taken to date -

- Review and revise grading policies/classroom policies
- Encourage a growth mindset among all stakeholders
- Provide professional development designed to increase positive student/teacher relationships
- Encourage differentiation at all levels and provide support for success
- Increase diversity in honors/AP classes and provide a continuum of rigor
- Collect data to monitor success
- Expand summer Dolphin Leadership Academy through broader outreach and early identification
- Summer reading Incorporate inspirational, motivational books that promote positive self-image (Carol Dweck, John Wooden, etc.)
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# Coversheet

# Chief Business Officer (CBO) Report

Section: Item: Purpose: Submitted by:	VII. Organizational Reports B. Chief Business Officer (CBO) Report FYI
Related Material:	VII_B _CBO Part 1_Report 04.18.17.pdf VII_B_Part 3_Budget Summary Update 04-12-17.pdf VII_B_Part 4_Credit Card Purchases 04-04-17.pdf VII_B_Part 5_Credit Card Purchases 04-04-17_2.pdf VII_B_CBO Part 2_PCHS Cafeteria RFP_04_17_17.pdf

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Palisades Charter High School

More Than 50 Years of Innovation and Excellence





# CBO REPORT APRIL 18, 2017 BOARD OF TRUSTEES

# <u>2016-2017</u>

• Our Total Unrestricted Cash Balances at the end of March 2017 was \$9.5 Million (February 2017 was \$8.2 Million). Note: Fund 20-Lifetime Benefits Account has been set up with LACOE and is included in the amounts (\$4.8 million, excluding loan to Civic Center Permit) noted above. Quarterly Prop 30 Funding of approximately \$1.2 million was received at the end of March.

### **Enrollment**

• The enrollment for 2016-2017 at the end of Month 8 (April 7th) was 2,944 (2,952 in Month 7). Cumulative ADA through Month 8 was 2,843.4 @ 96.0% (2,844 @ 96.2% Month 8 in 2015/16). Month 8 ADA will be used to submit our "P-2" ADA report to the CDE. Our 2016-2017 funding will be finalized based upon this reported ADA. Our Budgeted ADA for 2016-17 is 2,836.

# LACOE

• LACOE has set an initial meeting date of 4/18/17 to meet with the programmers on their upcoming Financial system upgrade (in preparation of being the first Charter in the County to be part of the transition). We will be able to provide input on the ultimate design that will be used by all potential Charter Schools using this system in the future.

### <u>AUDIT</u>

• Our external Auditors (VTD) will be on-site this week (4/19-4/21) to conduct the initial phase of their 3 part audit schedule. Their focus will be on Attendance accounting and the ASB procedures. The next phase of the Audit will take place in June.

# <u>Banking</u>

• We have asked Cathay Bank to propose on a potential loan to fund the pending Track & Field project. We hope to have a response & proposal to share when received.

# **Palisades Charter High School**

More Than 50 Years of Innovation and Excellence





# **CBO REPORT**

# APRIL 18, 2017

# **BOARD OF TRUSTEES**

# Interim Financial Report

• We have prepared a new Budget overview report the will summarize the various Revenue & Expense categories of PCHS.

# 2016-2017 ASB

- Prom planning for upcoming 5/20 event
- Spring Musical (Awakening) was a critical & financial success (final acct. tbd)
- 9<sup>th</sup> Grade New Parent night Food trucks & merchandise raised approx. \$3,000
- Earth Day Tie dye fundraiser planned for 04/21
- ASB elections were held last week and Ali Zafar-Khan was elected Treasurer to serve in 2017-2018

# <u>Other</u>

- PCHS' CBO presented to the Option 3 Special Ed Consortium on a tiered funding model to ensure that appropriate & consistent financial practices are being employed at all relevant Charter Schools and available COP grants are allocated to the school's SpED population most in need.
- We are including the detailed PCHS Credit Card transactions initiated in the prior month.

# 2017-2018 Budget

- The 2017-2018 Budget package was issued and the information is being collected from all staff in preparation for the Budget review.
- LACOE has set an initial meeting date of 4/18/17 to meet with the programmers on their upcoming Financial system upgrade in preparation of being the first Charter in the County to be part of the transition. We will be able to provide input on the ultimate design that will be used by all potential Charter Schools.

# PALISADES CHARTER HIGH SCHOOL 2015-2016 AUDITED ACTUALS AND 2016-2017 BUDGET UPDATES

	Unaudited Actuals 2015-2016 Updated 12/14	Approved 2016-17 Budget	updates 4/17 2016-2017 Budget	Updated 15/16 vs. 16/17		
ADA	2,844.70	2,836.04	2,836.04	Incr./(Decr.)		
LCFF Revenue	24,442,065	25,572,391	25,518,603	4.4%		
Federal Revenue	1,118,373	1,187,732	1,145,116	2.4%		
Other State Revenue	4,091,906	3,335,714	3,713,888	-9.2%		
Local Revenue	1,426,683	1,368,147	1,408,147	-1.3%		
Total Revenue	31,079,027	31,463,984	31,785,754	2.3%		
Expenses	2015-16	2016-	2017	2015-16	2016-17	
				% OF Total	% OF Total	
Certificated Salaries (Excl. Admin)	12,477,672	12,938,379	13,177,610	42.2%	42.3%	
Certificated Salaries-Admin	738,131	733,531	748,202	2.5%	2.4%	
Classified Salaries (Excl. Admin) Classified Salaries -Admin	3,697,794	3,648,451	3,831,441	12.5% 1.2%	12.3% 1.1%	
Benefits	351,521 6,122,166	344,944 6,605,267	355,521 6,702,526	20.7%	21.5%	
Total Salaries & Benefits	23,387,284	24,270,572	24,815,300	79.2%	79.7%	
Books & Supplies	1,048,046	1,405,637	812,523	3.5%	2.6%	
Services & Other Operating	4,341,485	3,828,909	4,682,725	14.7%	15.0%	digital based IMA
Interest	47,528	33,314	33,314	0.2%	0.1%	
Depreciation	471,117	689,645	550,000	1.6%	1.8%	captial expenses moved to rentals (Services)
District Oversight	244,500	265,722	257,947	0.8%	0.8%	
Total Expenses	29,539,960	30,493,799	31,151,809	100.0%	100.0%	
Fund Balance-Excess/(Deficit)	1,539,067	970,185	633,945			

#### Palisades Charter High School **Credit Card Reconciliation Form** For the Period of: 03-04-17 to 03-31-17

For the Period	l of: 03-04-17 to 03-31-17	PLEASE COMPLETE					**For fina	ance use only**
Date	Vendor	Description of Expense	Cardholder	Requested By	Amount	Board Approval Required?	Resource	Budget Category
3/8/2017	WHOLEFDS BRT 10074 - LOS ANGELES, CA	Admin Meeting	PAM MAGEE	PAM MAGEE	39.64	•	00000.0	4390
3/9/2017	SOUTHWES 5262492811657 - 800-435-9792, TX	Data Champion Summit Conference - Flights	PAM MAGEE	H. Lacson	220.94		00000.0	5220
3/9/2017	SOUTHWES 5262492810207 - 800-435-9792, TX	Data Champion Summit Conference - Flights	PAM MAGEE	H. Lacson	220.94		0.00000	5220
3/10/2017	TSHIRTPROS.COM - CULVER CITY, CA	Spring Awakening sweaters	GREG WOOD	C. Smith	300.46		ASB	school play
3/10/2017	TSHIRTPROS.COM - CULVER CITY, CA	Spring Awakening sweaters	GREG WOOD	C. Smith	945.24		ASB	school play
3/13/2017	SOUTHWES 5262493345294 - 800-435-9792, TX	CCSA - Student rep flight	PAM MAGEE	PAM MAGEE	275.88		00000.0	5890
3/13/2017	JOANN STORES*JOANN.COM - 888-739-4120, OH	Tech Ed Spplies	PAM MAGEE	B. Gorlick	674.60		00000.0	4300
3/14/2017	DOMINO'S 8546 - 310-473-6575, CA	Assmebly apperciation lunch for students - unity day	PAM MAGEE	M. lannessa	234.89		30100.0	4300
3/17/2017	DOMINO'S 8546 - 310-473-6575, CA	student senate	PAM MAGEE	PAM MAGEE	298.77		0.00000	4390
3/17/2017	TEACHERSPAYTEACHERS.COM - 646-588-0910, NY	curriculum materials	PAM MAGEE	M. Cervantes	104.50		30100.0	4300
3/20/2017	GELSON'S MARKETS #7 - PACIFIC PLSDS, CA	Admin Meeting	PAM MAGEE	PAM MAGEE	38.26		00000.0	4390
3/20/2017	LA PHIL AUD SERVICES - 714-972-7300, CA	Fieldtrip for Orchestra class	PAM MAGEE	E. Stoyanovich	783.00		ASB	Orchestra
3/20/2017	TICKETS* LA DODGERS - 800-352-0212, CA	DECA Trip	PAM MAGEE	B. Kolavo	990.00		63870.0	5890
3/21/2017	DOMINO'S 8546 - 310-473-6575, CA	Student handbook scavenger hunt lunch	PAM MAGEE	M. lannessa	132.68		20150.0	4390
3/23/2017	SITOA - SACRAMENTO, CA	CCSA - transportation for students	PAM MAGEE	PAM MAGEE	39.60		0.00000	5890
3/27/2017	HOLIDAY INN EXPRESS WEST - WEST SACRAM, CA	Acadec state championship	PAM MAGEE	G. Strousse	200.48		0.00000	5890
3/27/2017	HOLIDAY INN EXPRESS WEST - WEST SACRAM, CA	Acadec state championship	PAM MAGEE	G. Strousse	200.48		00000.0	5890
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3/27/2017	HOLIDAY INN EXPRESS WEST - WEST SACRAM, CA	Acadec state championship	PAM MAGEE	G. Strousse	217.28		0.00000	5890
3/27/2017	SACRAMENTO HOLIDAY INN - SACRAMENTO, CA	CCSA - lodging	PAM MAGEE	PAM MAGEE	423.20		0.00000	5220
3/27/2017	FRANK FAT'S - SACRAMENTO, CA	CCSA - Meals	GREG WOOD	GREG WOOD	262.99		0.00000	5220
3/28/2017	TAXI SVC SACRAMENTO - SACRAMENTO, CA	CCSA - transportation	PAM MAGEE	PAM MAGEE	44.62		0.00000	5220
3/28/2017	TAXI SVC GARDENA - GARDENA, CA	CCSA - transportation	PAM MAGEE	PAM MAGEE	52.86		0.00000	5220
3/28/2017	AMERICAN AIR0017958478916 - FORT WORTH, TX	National Teachers Conference - flights	PAM MAGEE	B. Kolavo	328.20		63780.0	5220
3/28/2017	UNITED 0167993098363 - 800-932-2732, TX	National Teachers Conference - flights	PAM MAGEE	B. Kolavo	356.20		63870.0	5220
3/28/2017	HYATT HOTELS SACRAMENTO - SACRAMENTO, CA	CCSA - hotels	PAM MAGEE	A. Nguyen	504.60		0.00000	5220
3/28/2017	INN OFF CAPITOL PARK - SACRAMENTO, CA	CCSA - hotels	GREG WOOD	GREG WOOD	400.20		0.00000	5220
3/30/2017	DOMINO'S 8546 - 310-473-6575, CA	lunch for climate & culture consultants	PAM MAGEE	PAM MAGEE	26.43		0.00000	4390
3/30/2017	RALPHS #0705 - PACIFIC PALIS, CA	How are we doing meeting	PAM MAGEE	PAM MAGEE	32.18		0.00000	4390
4/3/2017	DOMINO'S 8546 - 310-473-6575, CA	LTSP Meeting	PAM MAGEE	PAM MAGEE	274.08		20150.0	4390
4/4/2017	UNITED 0167960611418 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611419 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611420 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611421 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611422 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611423 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
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4/4/2017	UNITED 0167960632724 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632725 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632726 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632727 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	MAILCHIMP - MAILCHIMP.COM, GA	subscription	PAM MAGEE	PAM MAGEE	75.00		0.00000	5310

Grand Total 13,316.16

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3/27/2017	SACRAMENTO HOLIDAY INN - SACRAMENTO, CA	CCSA - lodging	PAM MAGEE	PAM MAGEE	423.20	YES	00000.0	5220
3/27/2017	FRANK FAT'S - SACRAMENTO, CA	CCSA - Meals	GREG WOOD	GREG WOOD	262.99		00000.0	5220
3/28/2017	TAXI SVC SACRAMENTO - SACRAMENTO, CA	CCSA - transportation	PAM MAGEE	PAM MAGEE	44.62	YES	00000.0	5220
3/28/2017	TAXI SVC GARDENA - GARDENA, CA	CCSA - transportation	PAM MAGEE	PAM MAGEE	52.86	YES	00000.0	5220
3/28/2017	AMERICAN AIR0017958478916 - FORT WORTH, TX	National Teachers Conference - flights	PAM MAGEE	B. Kolavo	328.20		63780.0	5220
3/28/2017	UNITED 0167993098363 - 800-932-2732, TX	National Teachers Conference - flights	PAM MAGEE	B. Kolavo	356.20		63870.0	5220
3/28/2017	HYATT HOTELS SACRAMENTO - SACRAMENTO, CA	CCSA - hotels	PAM MAGEE	A. Nguyen	504.60		00000.0	5220
3/28/2017	INN OFF CAPITOL PARK - SACRAMENTO, CA	CCSA - hotels	GREG WOOD	GREG WOOD	400.20		0.00000	5220
3/30/2017	DOMINO'S 8546 - 310-473-6575, CA	lunch for climate & culture consultants	PAM MAGEE	PAM MAGEE	26.43		00000.0	4390
3/30/2017	RALPHS #0705 - PACIFIC PALIS, CA	How are we doing meeting	PAM MAGEE	PAM MAGEE	32.18		00000.0	4390
4/3/2017	DOMINO'S 8546 - 310-473-6575, CA	LTSP Meeting	PAM MAGEE	PAM MAGEE	274.08		20150.0	4390
4/4/2017	UNITED 0167960611418 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611419 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611420 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611421 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611422 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960611423 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	441.40		ASB	moot court
4/4/2017	UNITED 0167960632722 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632723 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632724 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632725 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632726 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	UNITED 0167960632727 - 800-932-2732, TX	Moot Court Trip to Washington DC	PAM MAGEE	P. Nazarian	516.40		ASB	moot court
4/4/2017	MAILCHIMP - MAILCHIMP.COM, GA	subscription	PAM MAGEE	PAM MAGEE	75.00		00000.0	5310

Grand Total 13,316.16



# Notice of Request for Proposals

### Food Service Management Company RFP PCHS2017-01

Notice is hereby given that the Governing Board of the PALISADES CHARTER HIGH SCHOOL (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixedprice contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

> The Request for Proposal (RFP) documents are available by PALISADES CHARTER HIGH SCHOOL Web site at www.palihigh.org

To request the RFP documents by e-mail, postal mail, or fax, please contact Gregory Wood, Chief Business Officer E-mail: gwood@palihigh.org 15777 Bowdoin Street Pacific Palisades, CA 90272 Fax# 310-454-6348

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold a **Mandatory Tour** of the SFA facilities on May 10, 2017 Location: 15777 Bowdoin St. Pacific Palisades, CA 90272 All potential Respondents must attend in order to submit a proposal

Respondents must submit written proposals in a sealed package labeled "Proposal - Food Service Management Company PCHS2017-01 Addressed to the SFA at 15777 Bowdoin St. Pacific Palisades, CA 90272 Attn: Gregory Wood Chief Business Officer

The SFA will accept all proposals received on or before May 25, 2017 The SFA will not accept proposals that are received after the deadline. The SFA will open proposals at May 26, 2017 at 3:00 pm.

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their Board of Education at its regularly scheduled meeting.

### PALISADES CHARTER HIGH SCHOOL

# REQUEST FOR PROPOSAL FOOD SERVICE MANAGEMENT COMPANY Cover Page

# CONTACT INFORMATION

# PCHS2017-01

by

# PALISADES CHARTER HIGH SCHOOL FOOD SERVICE PROGRAM

# ADDRESS ALL PROPOSALS TO:

Gregory Wood Chief Business Officer

15777 Bowdoin St. Pacific Palisades, CA 90272 (310)230-6650

gwood@palihigh.org

FAX (310)454-6348

# PALISADES CHARTER HIGH SCHOOL

# **Request for Proposal**

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# Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide PALISADES CHARTER HIGH SCHOOL (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in:

National school lunch program Performance-based reimbursement (lunch) School breakfast program School breakfast program severe need

to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:

- Provide an appealing and nutritionally sound program for students as economically as possible
- Stimulate both student and adult participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
- <u>Increase participation at all levels</u> of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students and adults participating in the food service program
- Maintain student and staff morale at a high level

SFAs shall conduct all procurement transactions in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 *CFR*), Part 200.319(a)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

• The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.

Palisades Charter HS RFP #PCHS2017-01 Page 1

- The SFA released this RFP to benefit the SFA and not the Respondents.
- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

# PALISADES CHARTER HIGH SCHOOL

# Schedule of Events

### for RFP # PCHS2017-01

- Board Meeting RFP Approval
- Release of RFP
- First Public Notice
- Second Public Notice
- Mandatory Tour\*
- Respondent Question Submission Deadline
- SFA Provides Answers
- Deadline for Submission of Sealed Proposal
- Proposals Opened
- Proposals Evaluated
- Board Meeting Proposal Approval
- Anticipated Contract Award Date

Tuesday March 13, 2017 Wednesday April 19,2017 Friday April 21, 2017 Friday April 28, 2017 Thursday May 10, 2017 @3:00 pm Friday May 19, 2017 Tuesday May 23, 2017 Thursday May 25, 2017 Friday May 26, 2017 @3:00 pm Wednesday May 101, 2017 Tuesday June 6, 2017 Wednesday June 7, 2017

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at www.palihigh.org

All interested Respondents must attend the Mandatory Tour. The SFA will reject proposals from Respondents that do not attend. (Attachment A)

### **General Instructions for Respondents**

- 1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
- 2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
- 3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract.
- 4. Respondents are responsible for the costs of developing proposals, and shall not charge the SFA for any preparation costs.
- 5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
- 6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
- 7. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
- 8. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on SFA's web site: www.palihigh.org. The SFA will notify Respondents so they can obtain any addenda from the SFA's Web site, or request it by e-mail, postal mail, or fax.
- 9. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, the SFA is not required to award a contract.
- 10. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
- 11. The SFA will not consider a joint proposal submitted by two or more entities.

- 12. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
- 13. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
- 14. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
- 15. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.

Respondents may submit their questions regarding the information presented in this RFP to Gregory Wood-CBO in writing by postal mail at 15777 Bowdoin St. Pacific Palisades, CA 90272, e-mail at gwood@palihigh.org, or fax at (310)454-6348, no later than Friday May 19, 2017 @ 3pm. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.

- 16.SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
- 17. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in different proposals from all respondents. A material change will require the SFA to rebid the contract.
- 18. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal in order to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour.
- 19. Respondents shall submit one paper copy and one copy in digital format (e.g., CD, DVD, flash drive, etc.).
  - a. The paper copy must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy."
  - b. The Respondent must ensure the digital copy is complete and inclusive of all materials contained in the paper copy, including any required signatures. If there is an inconsistency between the paper and digital copies, the paper copy will take precedence.

c. The sealed proposal envelopes must be marked legibly with the SFA's RFP number and title, and the SFA name and address, as shown in the following example:

Proposal—Food Service Management Company

[Enter FSMC Name Submitting RFP]

PCHS#2017-01

FOOD SERVICE REQUEST FOR PROPOSAL

PALISADES CHARTER HIGH SCHOOL

Attn: Gregory Wood-CBO

15777 Bowdoin St. Pacific Palisades, CA 90272

# Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section Title

- A. Cover Letter
- B. Table of Contents
- C. Attachments Checklist
- D. Required Attachments
- E. Minimum Qualifications
- F. FSMC Professional Standards
- G. Proposal Questionnaire
- H. Respondent References
- I. Authorization Agreement
- J. Fee Proposal
- K. Certifications

### A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title phone number, fax number, and e-mail address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and e-mail address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP

- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right hand corner those pages to be considered proprietary (Note: the Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

# B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

# C. Attachments Checklist

The Respondent shall include all documents identified in the Attachments Checklist (Attachment B). The SFA may reject proposals that do not include the proper required attachments.

# **D. Minimum Qualifications**

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

# E. FSMC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

# F. Proposal Questionnaire

The Proposal Questionnaire (Attachment E) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

# G. Respondent References

Respondents must provide three references on the Respondent References form (Attachment F). The SFA reserves the right to contact any of the references listed, and retains the right to conduct reference checks with individuals and entities beyond those listed.

### H. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment G) and return it with the proposal package.
#### I. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

#### J. Certifications

The Respondent must complete the certifications (Attachments I, J, K and L) and return them with the proposal package.

# **Evaluation of Proposals**

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Administrative Requirements: did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	10
Experience with School Breakfast and National School Lunch Programs.	10
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	10
The financial stability of the Respondent.	10
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	10
Cost-Total Cost, including all services	50
TOTAL POINTS	100

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the contract to the most responsive and responsible Respondent with the highest total proposal score.



# **Mandatory Tour**

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

# TOUR SCHEDULE

#### Tour begins at Thursday May 10, 2017-3PM Where: 15777 Bowdoin St. Pacific Palisades, CA 90272

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

# Attachment B

# **Attachments Checklist**

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
1	Cover Letter
2	Table of Contents
3	Attachments Checklist
4	Required Attachments
5	Minimum Qualifications
6	Professional Standards
7	Proposal Questionnaire
8	Respondent References
9	Authorization Agreement
10	Fee Proposal
11	Certifications

# Attachment C

# **Minimum Qualifications**

A Respondent must meet all of the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of May 26, 2017, both the Respondent's company and its key personnel meet all of the following minimum qualifications:

1. The Respondent has at least three years of experience with food service programs.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. The Respondent has the resources and ability to provide 157,500 of meals per fiscal year.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. The Respondent has knowledge and experience with the School Breakfast Program and National School Lunch Program.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.

Yes \_\_\_\_\_ No \_\_\_\_\_

5. The Respondent is licensed to do business in the state of California.

Yes \_\_\_\_\_ No \_\_\_\_\_

# Attachment D

# **FSMC** Professional Standards

#### FSMC Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

- 1. **School Nutrition Program Director**. The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
- 2. **School Nutrition Program Manager**. The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
- 3. **School Nutrition Program Staff**. School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the school food service structure, and that the definitions apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in Title 7, *Code of Federal Regulations* (7 *CFR*), Section 210.30, which can be viewed at the following Web page: http://www.fns.usda.gov/sites/default/files/cn/profstandards\_flyer.pdf.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.
- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

# Attachment E

# **Proposal Questionnaire**

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise as possible and limit your responses to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.

- 1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
- 2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.) and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
- 3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
- 4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
- 5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
- 6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
- 7. Provide a description of promotional and marketing materials you will use to attract students to the program.
- 8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

# Attachment F

#### **Respondent References**

List three references to which the Respondent has provided food service management services within the past three year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1				
Name of Reference				
Street Address				
City	State	Zip Code		
Contact Person	Contact Title	Contact Phone Number		
Brief Description of Services Provided				
Dates of Service				
Reference 2				
Name of Reference				
Street Address				
City	State	Zip Code		
Contact Person	Contact Title	Contact Phone Number		
Brief Description of Services Provided				
Dates of Service				
Reference 3				
Name of Reference				
Street Address				
City	State	Zip Code		
Contact Person	Contact Title	Contact Phone Number		
Brief Description of Services Provided				
Dates of Service				

# Attachment G

### Authorization Agreement

#### Request for Proposal for Food Service Management Company RFP Number: PCHS2017-01

We, [*Enter* FSMC Name], by our signature on this document certify the following:

- 1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
- 2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
- 3. That the proposal submitted is a firm and irrevocable offer good for one year.
- 4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by Palisades Charter High School.
- 5. That we have made examinations and verifications, and are fully conversant with all conditions under which services are to be performed for Palisades Charter High School.
- 6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name:			
Address:			
City:	_ State:	Zip:	
E-mail Address:			
Web Site Address:			
Name of Authorized Repro	esentative:		
Title of Authorized Repres	sentative:		
Signature of Authorized R	epresentative		
Date Signed:			
lisades Charter HS FP#-PCHS2017-01			

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# Attachment H

## Fee Proposal

[Note to SFA: The CDE encourages SFAs to require potential bidders to provide a detailed breakdown of costs that are included in the fixed cost price. SFAs should consult their legal counsel regarding the need for and benefit to identifying costs in a fixed-price contract. If your SFA chooses to exclude a breakdown of costs, delete the table titled **"Cost Breakdown"** below. At a minimum, you must request that the Respondents submit the cost per meal information.]

All costs are based on average daily participation of 900 number of meals served on 175 number of school days.

#### **COST BREAKDOWN**

#### Respondent Instructions

⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs (# of FTE's).

⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu.

#### ⇒ Clearly identify all costs

Item #	Item # (Include All Goods, Capital expenditures and Services included in the Fixed Price)		
1.			\$
2.			\$
3.			\$
4.	4.		
Sub Total			\$
	Personnel Costs		Annual Cost
5.	Management Fee Per Meal	\$	
6.	Consultant Fee Per Meal	\$	
	Sub Total	\$	
GRAND TOTAL			\$

## [Note to SFA: SFA provides Units in column 2. Delete school programs not applicable]

#### COST PER MEAL

Respondent Instructions:         ⇒ Provide the cost per meal; base all food costs on the attached 21-day cycle menu.         ⇒ Prices must not include values for USDA Foods and must include all meal programs applicable.						
1. LINE ITEM	1. LINE ITEM 2. UNITS 3. RATE 4. TOTAL					
Breakfast	8,232	\$	\$			
Lunch	8,265	\$	\$			
Snacks	Snacks \$					
Nonreimbursable Meals	2,402	\$	\$			
TOTAL	18,899	\$	\$			

# Attachment I

# Certifications Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under seven *CFR*, Part 3018, "New Restrictions on Lobbying," 7 *CFR*, Part 3017, "Government-wide Debarment and Suspension (Nonprocurement)," and 7 *CFR*, Part 3021, "Government-wide Requirements for Drug-Free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the SFA determines to award the covered transaction, grant, or cooperative agreement.

# LOBBYING

As required by Title 31, *U.S. Code* (31 *U.S.C.*) Section 1352, and implemented at 7 *CFR*, Part 3018, for a person entering into a grant or cooperative agreement over \$100,000, as defined at 7 *CFR*, Section 3018.105, the applicant certifies that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with these instructions; and
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

# Attachment J

# **Disclosure Of Lobbying Activities and Instructions**

Complete this form to disclose lobbying activities pursuant to 31*U.S.C.* 1352 (See next page for public burden disclosure)

Approved	by
OMB	

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	<ol> <li>Status of Federal Action</li> <li>Bid/Offer/Application</li> <li>Initial Award</li> <li>Post-Award</li> </ol>	a. Initial fili b. Material For Material Year	
	g Entity: Subawardee Tier, if known	5. If Reporting Ent and Address of Pri	ity in No. 4 is Subawardee, Enter Name me:
Congressional District, if known:		Congressional Dis	trict, if known:
6. Federal Department/Agency:		7. Federal Program	n Name/Description:
		CFDA Number, if a	
8. Federal Action Number, if know	vn:	9. Award Amount,	if known:
		\$	
10. a. Name and Address of Lobb (if individual, last name, first			erforming Services (including address if No. 10a) (last name, first name, MI)
11. Information requested through thi 31 U.S.C. Section 1352. This dis is a material representation of fa placed by the tier above when the entered into. This disclosure is re 1352. This information will be reg- population and will be available for	closure of lobbying activities ct upon which reliance was is transaction was made or equired pursuant to 31 <i>U.S.C.</i> ported to the Congress semi-	Signature: Print Name:	
annually and will be available for who fails to file the required disc civil penalty of not less than \$10, \$100,000 for each such failure.	losure shall be subject to a	Title: Telephone No:	Date:
FEDERAL USE ONLY:		, , 	Authorized for Local Reproduction Standard Form (SF—LLL (Rev. 7-97)

Attachment J

### INSTRUCTIONS Disclosure Of Lobbying Activities (SF-LLL)

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to 31 *U.S.C.* Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

- 1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
- 2. Identify the status of the covered federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
- 4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
- 5. If the organization filing the report in item four checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
- 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Agriculture, Food and Nutrition Service.
- 7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., RFP number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name, and middle initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and phone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### Attachment K

#### Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 *CFR* Section 3017.510, for prospective participants in primary covered transactions, as defined at 7 *CFR* Section 3017.200:

- A. The contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

# Attachment L

# **Certificate of Independent Price Determination**

Both the SFA and FSMC shall execute this Certificate of Independent Price Determination.

Name of FSMC Name of SFA

- A. By submission of this offer, the offeror (FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
  - The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
  - 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:

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- 1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- 2. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of FSMC's Authorized Representative	Title	Date			
In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.					
Signature of SFA's Authorized Representative	Title	Date			
Note: Accepting a Respondent's offer does not constitute award of the contract.					
Palisades Charter HS					

Exhibit 1

# Model Fixed-Price Contract FOOD SERVICE MANAGEMENT COMPANY

# PALISADES CHARTER HIGH SCHOOL FOOD SERVICE PROGRAM

# 15777 BOWDOIN STREET PACIFIC PALISADES, CA 90272

Phone (310)230-6623

FAX-(310)454-6348



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FOOD	SERVICES CONTRACT		CONTRACT NUMBER
			REGISTRATION NUMBER
1	This contract is entered into between the school food authority and the	e food service mana	gement company named below:
	SCHOOL FOOD AUTHORITY NAME		
	FOOD SERVICE MANAGEMENT COMPANY NAME		
	The term of this Contract is for any user community on		
2	The term of this Contract is for one year, commencing on		and ending on
3	The maximum dollar amount of this Contract is equal to the fix multiplied by the number of meals served	ed price per meal	\$
4	The parties herein agree to comply with the terms and condition of the Contract.	ons of the following	g exhibits, which are by this reference made a part
	Request for Proposal Released		Enter page(s)
	Contractor Proposal Received		Enter page(s)
	Attached Terms and Conditions		Enter page(s)
	Exhibit A: Scope of Work		Enter page(s)
	Exhibit B: Schedule of Fees		Enter page(s)
IN W	/ITNESS WHEREOF, the parties hereto have executed this Co	ntract.	
	FOOD SERVICE MANAGEMENT COMPA		California Department of Education Use Only
NAM	IE of FSMC (if other than an individual, state whether a corporation, pa	rtnership, etc.)	C.i.ij
BY (A	uthorized Signature)	DATE SIGNED (do no	nt type)
Ľ	,	,	
	TED NAME AND TITLE OF PERSON SIGNING		
ADDF	RESS		
	SCHOOL FOOD AUTHORITY		
NAM	IE of SFA		
BY (A	uthorized Signature)	DATE SIGNED (do no	t type)
ø			
	TED NAME AND TITLE OF PERSON SIGNING		Exempt per:

## Model Fixed-Price Contract

#### I. Introduction

The Palisades Charter High School, hereinafter referred to as the school food authority (SFA), enters into this Contract with [food service management company name], hereinafter referred to as the food service management company (FSMC) to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.

#### II. General Terms and Conditions

#### A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on [*Enter* date], and continue through [*Enter* date]. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations.

## B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name:		Name:	
Title:		Title:	
Phone:	Cell Phone:	Phone:	Cell Phone:
Fax:	E-mail:	Fax:	E-mail:

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name:	Name:
Title:	Title:
Address:	Address:

# C. Fees

# 1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations* (7 *CFR*), parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract.

2. Payment Terms

The FSMC shall submit [*Enter* weekly or monthly] invoices by [*Enter* day] of the following month that reflect all activity for the previous [*Enter* week or calendar month]. The FSMC must submit detailed cost documentation [*Enter* weekly or monthly] to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in Title 2, *Code of Federal Regulations* (2 *CFR*), parts 225 or 230, as applicable. The SFA will pay invoices submitted by the FSMC within [*Enter* number of calendar or business days] days of the invoice date. The SFA will pay invoices received by its accounting department by the [*Enter* payment schedule], if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, and Finance Charges

Interest, fines, penalties, and finance charges that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund). The SFA will not pay unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food

## [Note: use the following clause for Contracts where the FSMC purchases food.]

The SFA shall make no payment to the FSMC for food that, in the SFA's determination, is spoiled or unwholesome at the time of delivery, does not

meet detailed food component specifications as developed by the SFA for the meal pattern, or does not otherwise meet the requirements of this Contract (7 *CFR* Section 210.16[c][3]).

## [Note: use the following clause for Contracts where the FSMC prepares meals.]

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract (7 *CFR* Section 210.16[c][3]).

# D. Contract Cost Adjustment

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

# E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

## F. Timeliness

Time is of the essence in this Contract.

# G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE.

# H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party.

## I. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC/SFA staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 *CFR* Section 3016.36[g][2][iv] and [v])

## J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA.

## K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

## L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines,

operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

- The copyright in any work developed under a federal grant, subgrant, or contract under a grant or subgrant
- Any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with federal grant support (7 CFR Section 3016.34)

# M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, and then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

# N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

# O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

# P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's

acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

# Q. Sanctions

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

## R. Force Majeure

- Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
- 2. Force majeure does not include any of the following occurrences:
  - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
  - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
  - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
- 3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause

such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR* Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

# S. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), or Child and Adult Care Food Program (CACFP) will be discriminated against on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the USDA. (Not all prohibited bases will apply to all programs and/or employment activities.)

# T. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC shall comply with 2 *CFR* parts 225 or 230 as applicable, 7 *CFR* parts 210 (NSLP), 220 (SBP), 225 (SFSP), 226 (CACFP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), 3016 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 3019 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations) as applicable, USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

# U. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

## V. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

## **III.** Relationship of the Parties

- A. The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA (*EC* Section 45103.5).
- B. Where the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP (EC Section 45103.5).
- **C.** All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.
- **D.** The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

# IV. Food Service Program

# A. Food Service Management Company Responsibilities

- 1. The FSMC will provide the SFA with a biometric reader while continuing to use the SFA's current electronic Point of Service (POS) meal/milk counting system. Such meal/milk counting system must eliminate any potential for the overt identification of free and reduced-price eligible students under 7 *CFR* Section 245.8. This POS system will be used for the duration of this Contract and the FSMC will not take an ownership interest or option in the POS system provided.
- 2. The FSMC shall, to the maximum extent practicable, purchase domestic commodities or products (7 *CFR* Section 210.21[d][2]).

# B. School Food Authority Responsibilities

- 1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
- The SFA shall retain control of the quality, extent, and general nature of the food service program and establish all program and nonprogram meal and a la carte prices (7 *CFR*, sections 210.9[b][1] and 210.16[a][4]).
- 3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR* Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR* Section 210.8[a][1]).
- 4. The SFA shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service; and the prices children are charged for meals (7 *CFR* Section 210.16[a][4]).

- 5. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR* Section 210.10[g]).
- 6. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR* Section 210.16[a][5]).
- 7. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).
- 8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).
- 9. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (*EC* Section 49558 and 7 *CFR* Section 245.6).
- 10. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least annually (*EC* Section 49558).
- 11. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided.
- 12. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (*EC* Section 49558 and 7 *CFR* Section 245.7).
- 13. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR* sections 245.6 and 245.6a).

- 14. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR* Section 210.16[a][8]).
- 15. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing or serving meals at an SFA facility (7 *CFR* Section 210.16[a][7]).

# V. U.S. Department of Agriculture Foods

## A. Food Service Management Company Responsibilities

- 1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR* Section 210.16[a][6]).
- 2. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
  - a. The FSMC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Food value of processed end products to the SFA (7 *CFR* Section 250.51[a])
  - b. The FSMC shall account for the full value of USDA Foods (7 *CFR* Section 250.51) by:
    - Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
    - ii) Using the Average Price File for the school year that the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution Web page at <u>http://www.fns.usda.gov/fdd/processor-pricing-reports</u>
- 3. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR* Section 250.50(d)(2), (3), and (4), and will

ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR* Part 250.

- 4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
- 5. The FSMC must use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service (7 *CFR* Section 250.51[d]).
- 6. In accordance with 7 *CFR* Section 250.51(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin and of equal or better quality, in place of donated foods. Exceptions are donated ground beef, donated ground pork, and all processed end products, which contain donated foods that may not be replaced with commercial substitutes. The SFA must ensure that such substitution has been made and that it has received credit for the value of all donated foods received, in accordance with review requirements in 7 *CFR* Section 250.54(c).
- 7. According to 7 *CFR* Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products.
- 8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250.
- 9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods.
- 10. The distributing agency, subdistributing agency, the CDE, SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- 11. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR* Section 250.54(b).
- 12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

# B. School Food Authority Responsibilities

- 1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein (7 *CFR* Section 210.16[a][6]).
- 2. The SFA shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR* Section 210.9[b][15]).
- 3. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR* sections 250.54(a) and (c).

## VI. Meal Responsibilities

# A. The FSMC shall:

- 1. Serve meals on such days and at such times as requested by the SFA.
- 2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.
- 3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR* Part 210.

# VII. Food Service Management Company Employees

A. The FSMC shall only place staff for work in the SFA that met the minimum professional standards outlined in 7 CFR 210.30 which can be viewed at the following web page: <a href="http://www.fns.usda.gov/sites/default/files/cn/profstandards\_flyer.pdf">http://www.fns.usda.gov/sites/default/files/cn/profstandards\_flyer.pdf</a>. The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required training.

The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

- **B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- **C.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA [38 weeks] calendar weeks prior to the commencement of operation.
- **D.** The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- **F.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- **G.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

## VIII. Books and Records

- A. The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 CFR Section 210.16(c)(1).
- B. The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings

have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR* Section 210.9[b][17]).

- **C.** The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D. The SFA and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract for the purpose of making any audit, examination, excerpts, and transcriptions (7 CFR Section 3016.36[i][10]).

#### IX. Monitoring and Compliance

- **A.** The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.
- **B.** The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- **C.** The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR* Section 210.8(a). At a minimum, these internal controls shall include all of the following:
  - An on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the SFA (7 CFR Section 210.8[a][1])
  - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
  - A system for following up on lunch counts that suggest the likelihood of lunch counting problems.

## X. Equipment, Facilities, Inventory, and Storage

- A. The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.
- **B.** The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- **C.** The premises and equipment provided by the SFA for use in its nonprofit food service program shall be in good condition and maintained by the SFA to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The SFA further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the SFA and shall be at the SFA's expense. This provision shall survive termination of this Contract.
- **D.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- E. Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- **F.** All USDA Foods shall remain with the SFA.
- **G.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

## XI. Certifications

A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR* parts 225 and 230; 7 *CFR* parts 210, 220, 225, 245, 250, 3016, and/or 3019; and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.

- **B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- **C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued, including:
  - Section 306 of Clean Air Act (42 U.S.C. 1847[h]): <u>http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf</u>
  - Section 508 of the Clean Water Act (33 U.S.C. 1368): <u>http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf</u>
  - Executive Order 11738: http://www.epa.gov/isdc/eo11738.htm
  - Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. (<u>http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/4</u> <u>0tab\_02.tpl</u>). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities
- D. Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany each subsequent four (4) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

F. Energy Policy and Conservation Act: http://legcounsel.house.gov/Comps/EPCA.pdf.

The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

**G.** Contract Work Hours and Safety Standards Act Compliance: <u>https://www.dol.gov/whd/govcontracts/cwhssa.htm</u>

In performance of this Contract, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

#### XII. Insurance

The parties shall maintain the following insurances:

A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

**B.** Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.
### XIII. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR* Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (7 CFR Section 3016.36[i][2]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety under either 7 CFR, Section 3016.43, or 7 CFR, Section 3016.44(a), pursuant to 7 CFR Section 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Exhibit A

### Scope of Work

### 1. Overview of Palisades Charter High School Food Service Program

- A. Scale. SFA is a secondary school serving grades 9-12 and currently employs [1] person who assists the FMSC in providing food service to approximately 2,960 children at [2] sites, including [1] schools and [1] feeding sites for breakfast (served before school & a 20 minute nutrition period) and lunch (a 40 minute serving period). This employee also reviews and monitors all Free & Reduced applications received at the SFA site. The food service currently prepares approximately [136,000] meals annually.
- B. Financial Goals. At minimum, SFA would like to have no loss of revenue after expenses, including cost of employees.
- C. Management Goals. To operate an organized & successful food service program offering attractive meal items with appropriate personnel to deliver items offered in the least amount of waiting time. SFA would also like for FMSC to assist in increasing participation in the food service program to the levels identified in this RFP. SFA is interested in expanding the food service program to also include faculty and staff.
- D. Food Service Office and Staff. The food service office is located at [15777 Bowdoin St. Pacific Palisades, CA 90272]. The number of food service staff is [310-230-6650].
- E. National School Lunch Program and School Breakfast Program.

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY	FULL PAY*	FREE*	REDUCED*
		ENROLEMENT	PARTICIPATION			
National School Lunch (NSLP)	9-12	2,960	392	2092	671	197
School Breakfast Program (SBP)	9-12	2,960	394	2092	671	197

### Participation (Current):

\*These numbers are based on full enrollment as of October 31 for the [2016-2017] school year. There is no guarantee these numbers will be met.

### 2. Description of FSMC Responsibilities

General: under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following. USDA compliant food & appropriate staff to meet the participation goals established. In addition, the FSMC will employ (a) qualified professional(s) to prepare & serve food items, and staffing for various Points of Sale locations to maximize participation and minimize wait times.

Responsibilities of the FSMC shall include:

### A. Purchasing of Supplies for the Food Service Program

Recommend (or be responsible for) purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

### B. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

 Hours and number of positions at each site to meet food service operational needs

### C. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR* 210.16[b][1]).

Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities

### D. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

### E. Staff

Recommend management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Recommend or establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional/health certification, and consistent quality control both in production and service

### F. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures. Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA

### G. Education

Recommend actions or events to promote the nutrition education aspects of the food service program, and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and/or the school board, upon request

### H. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the [10]th of each month (7 *CFR* 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs

### I. Point of Service

Provide and/or implement an accurate point of service meal/milk count; such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR* Section 245.8

### 3. Specific FSMC Tasks

Increase participation

Communication of food options with all stakeholder groups

### Exhibit B

### Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR* parts 225 and 230 as applicable.

# All costs are based on the average daily participation of [\_\_900\_] students in the district and 175 school days.

### **Cost per Meal**

Note: Prices must **not** include values for USDA Foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	8,265	\$	\$
Lunch	8,232	\$	\$
Snacks		\$	\$
Seamless Summer Feeding Option		\$	\$
Child and Adult Care Food Program Supper		\$	\$
Nonreimbursable Meals	2,402	\$	\$
TOTAL		\$	\$

\*Units to be provided by SFA, based upon a 21 day meal cycle

### **Director of Operations Report**

 Section:
 VII. Organizational Reports

 Item:
 C. Director of Operations Report

 Purpose:
 FYI

 Submitted by:
 FVI

 Related Material:
 VII\_C\_Operations Report\_PCHS Board Report 04\_18\_17 Board Meeting \_Full Version.pdf



### Board of Trustees Meeting Operations Report April 18, 2017

#### MGAC/Pool:

- Minor maintenance and repair work done over Spring Break. "Spring Cleaning" also done.
- Pool users have been subject to increased heckling from neighbor.
- We're investigating options for possible improvements of:
  - Shade for bleachers on Temescal side of pool
  - Outdoor Showers added under Scoreboard
- PCHS should start accruing/saving for major repairs in the 3-5 year timeframe as major pool components start to reach their useful life of 8-10 years.

#### **Transportation:**

- Working on Transportation Services for 2017-18. Met with interested vendors. Planning for Board approval for plan/contract at May meeting.
- There is 1 problematic bus re behavior that we're addressing with Dean's Office and Transportation vendor
- We will look at being able to provide multiple transportation options for 2018-19

#### Permits & Setups:

- No major film shoots planned for the near term
- Typical athletic use permits continue as usual
- Many setups/takedowns occurring at this time of year
- Graduation planning starting now
- A Large Tent will be in the Quad area from 4/21 5/9 for the HumanKind Project play/production

#### Safety:

- Safety committee is analyzing teacher/staff responses from post ALICE drill surveys and e-mails
- Conducted an Earthquake Drill on 4/5
- Fire Drill planned for May
- Planning 2017-18 Drill Schedule
- LAFD 3/3/2017 surprise inspection issues are being mitigated
- Plan to Review emergency supplies for potential summertime replenishment/replacement
- Starting annual self-compliance campaign for May/June LAUSD Safety Inspection
- Safety/Security Fencing being considered for front and parking lot side of school
- Additional Safety/Evacuation Gates being contemplated for perimeter locations

### LTSB:

• Started gathering 2017-18 CapEx Budget items



#### Facilities Activities/Issues:

- Underground Water Pipe Leak by C-Bldg is under repair by LAUSD. Should be fully fixed by end of Spring Break week
- Burst water pipe in Girl's visitor restroom in the stadium. LAUSD has inspected and is determining its best course of action to fix. They understand this needs to be fixed by Graduation at the latest.
- Gas Smell near the E101 corner of the E-Bldg has been investigated by LAUSD and we're told will get quick attention for a determination on root cause and be resolved. Timing TBD.
- Heater line problem in Large Gym occurred on Sat 3/25 and was fixed by LAUSD on Mon 3/27
- Large Gym Bleachers repaired for misc. issues over Spring Break
- The more egregious pot holes were filled/patched in Faculty Parking Lot. Tree Root protrusions are a longer term item we're trying to get LAUSD to fix as part of a full repaying project
- Several broken windows replaced in April
- New signs for A-G Bldgs, Trailers, Music Dept. door alarms, etc. being installed
- Beauty Tree to re-sod area damaged by water pipe leak being fixed
- Johnson Tree Co cleaning up upper parking lot hillsides for safety and water drainage reasons
- Gutter repairs underway for several areas near Mercer and cafeteria
- Options being explored to remedy rain/water runoff issues of D-G Bldg 2nd floor roof corners
- Spring Break cleanup and spruce-up. Painting and refreshment occurring across campus.
- A detailed list of the week-by-week repairs conducted campus-wide is available upon request.

#### **Facilities Projects:**

- **Stadium Repair** Finalizing scope of work and cost for the stadium repair project. Also working through LAUSD review/approval process, which may or may not involve a DSA submittal.
- Garden Gateway Phase 3 Suisman Architects re-designing and re-scheduling project following our DSA advisor's review. Revised plans to be submitted to LAUSD for their review and approval. Revised schedule for a 5/1 start is dependent on timing of LAUSD's approval of the project without deeper LAUSD review or DSA submittal.
- Median Irrigation The irrigation systems are being installed in the upper and lower medians on Bowdoin to create a continuous drip irrigation system to maintain plantings
- Restrooms 3 Student Restrooms being renovated over Spring Break
- Classroom Split? Research being done for possible splitting in half of a classroom. LAUSD review/approval will be needed as well due to 2016 Inspection issues with the room.
- Prop 51 Modernization Process of submittal to LAUSD and State is underway to maintain PCHS's eligibility for consideration for allocation of Prop 51 money for building/campus modernization.

### Human Resources Director (HR) Report

Section: Item: Purpose: Submitted by: Related Material: VII. Organizational Reports D. Human Resources Director (HR) Report FYI

VII\_D\_HR Board Report April 18, 2017.pdf



### **Human Resources Board Report**

### April 18, 2017

### **Temporary/Consulting positions:**

Name	Classification/Position	Funding	Effective Date
Donald Parcell	Operations Consultant	General	March 20, 2017

### **Retirement/Release/Resignation/Leave of Absence:**

Name	Classification/Position	Funding	Effective Date
Emily Johnson	English Teacher (Temp) covering LOA	General	June 9, 2017

Staffing and Recruitment: Actively recruiting and reaching out to Latino, and minority candidates through diversity and minority job fairs and career fairs. Amy Nguyen held a booth at the City Careers Diversity recruiting fair on April 7<sup>th</sup>, 2017. The Human Resources office is actively recruiting of faculty and staff for the 2017/2018 year and is currently holding interviews and demonstration lessons for several faculty positions.

Benefits: As part of due diligence for costs and pricing for current employees as well as retirees: Montage Insurance presented a proposal for benefits that included a reduction in dental and vision costs. Montage Insurance found that our current SISC insurance is the lowest rate available for medical benefits. Our regional representative, Armondo Cabrera, of Self Insured Schools of California (SISC) will be on the PCHS campus on Tuesday, April 25th to present the proposed new rates from SISC for the 2017/2018 year.

### OPEN POSITIONS 2017/2018

#### **Faculty**

Teacher – English	Teacher – Math
Teacher – P.E.	Teacher – Spanish
Teacher – Social Science	Teacher - STEAM
Teacher – Special Education RSP	Teacher – SpEd, Transition Specialist
Management_	Director of Operations
<u>Classified</u>	Tutor/Paraprofessional - Math

### Director of Development Report

Section: Item: Purpose: Submitted by: Related Material: VII. Organizational Reports E. Director of Development Report FYI

VII\_E\_Development Report\_Board of Trustees\_04\_18\_17.pdf

Palisades Charter High School - Board Meeting - Agenda - Tuesday April 18, 2017 at 5:00 PM





Board of Trustees Meeting Development Report April 18, 2017

Total Funds Raised to date \$113,942

Pending grants:

- Caruso Family Foundation (\$25,000) Grant proposal submitted 3/1
- Joseph & Dorothy Goldberg Charitable Trust (\$15,000) Tech Equity grant.
- Received a \$5,000 grant from the William C. Bannerman Foundation.

Letter of Inquiry sent:

- California Community Foundation initial application submitted 3/10 seeking assistance with the Stadium Renovation project
- Upcoming grant proposals to the Toyota USA Foundation (Technology), American Honda Foundation (Technology) and the Kenneth T. & Eileen Norris Foundation (Science) due by May 1st.
- Grant proposals to the Los Angeles Clippers Foundation for the Stadium Renovation project sent last month.

Stadium Repair Project:

- Campaign appeal to be sent out by the end of April
- Donor Legacy Brick Campaign marketed to current parents, past parents, alumni and AYSO Region 69.
- Separate appeal to donors for the last track & field project
- Corporate sponsorships and naming rights
- Shared used permit prospects

As this report was submitted April 6<sup>th</sup>, there will be more specific updates.

### **Election Committee Report**

Section:VIII. Board Committees (Stakeholder Board Level Committees)Item:D. Election Committee ReportPurpose:FYISubmitted by:O4\_06\_17\_ELECTION REG MEETING Minutes DRAFT 4.6.2017.pdf



### REGULAR MEETING----ELECTION COMMITTEE Minutes THURSDAY, April 6, 2017 3:30PM, ROOM G107

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board of Palisades Charter High School may request assistance by contacting the Main Office at (310) 230-6623 at least 24 hours in advance.

ALL TIMES ARE APPROXIMATE AND ARE PROVIDED FOR CONVENIENCE ONLY Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice. All items may be heard in a different order than listed on the agenda.

### I. PRELIMINARY

CALL TO ORDER - Leslie Woolley

ROLL CALL: Leslie Woolley, Rob King, Jeanne Saiza, Sherry Martin, Rocky Montz Non-Voting Student Representative(s): Abby and Lea

### **II. APPROVAL OF THE MINUTES:**

March 2, 2017—tabled to next meeting

#### **III. PUBLIC COMMENT:**

Non-agenda items: No individual presentation shall be for more than two (2) minutes and the total time for this purpose shall not exceed sixteen (16) minutes. The Committee will not respond to presentations and no action can be taken. However, the Committee may give direction to staff following a presentation. Speakers may choose to speak during the public comment segment and/or at the time an agenda item is presented.

### **IV. DISCUSSION AND ACTION ITEMS:**

A. SELECTION OF COMMITTEE OFFICERS:

Leslie moved to appoint Rocky as chair. Sherry seconded motion. *Unanimously approved* Rocky moved to appoint Rob as vice chair. Leslie seconded motion *Unanimously approved* Rob moved to appoint Jeanne as secretary. Rocky seconded motion. *Unanimously approved* 

<u>Our Mission:</u> PCHS will empower our diverse population to make positive contributions to the global community by dedicating our resources to ensure educational excellence, civic responsibility, and personal growth



B. VERIFY CANDIDATE ELIGIBILITY FOR ALL SEATS. Candidate information reviewed and candidates verified as eligible.

C. DETERMINE PROCESS TO ADDRESS ANY SEATS WITH NO CANDIDATES. No teacher has stated interest in being the teacher elected candidate to fill the open seat. Recommend to charter committee to reconsider interested party seats. Committee agreed to extend deadline for faculty trustee seat until April 28, 2017. If there is not a candidate by this date committee will reevaluate.

D. COMMUNICATING WITH CANDIDATES ABOUT THE ELECTION PROCESS Committee recommends administrative staff member be designated by Dr. Magee. Leslie will communicate with this designated staff member regarding what information needs to go out and be solicited

### E. CANDIDATE FORUMS

Committee is not recommending to administration to hold forums, as seats are uncontested with exception of community seat (all stakeholders position).

F. REVIEW OF VOTING PROCESS FOR EACH STAKEHOLDER GROUP Use election buddy for all elections. Students will cast their votes for the at-large community member. Leslie will update admin staff regarding communication with candidates.

Recommend that Henry send out information and election buddy ballots to parents Recommend that Morgan send out information and election buddy ballots to pali staff Recommend that student leadership set up election for community seat through schoology. (Rocky, Rob, and Leslie will be communicating with Administration about process)

G. DETERMINATION OF ANY ADDITIONAL NEEDS TO BE ADDRESSED BY SUBCOMMITTEE No additional needs necessary at this time.

### V. NEW BUSINESS

Special Meeting: April 20, 2017 Check in that tasks are done. Approve March 2, 2017 minutes

<u>Our Mission:</u> PCHS will empower our diverse population to make positive contributions to the global community by dedicating our resources to ensure educational excellence, civic responsibility, and personal growth

Palisades Charter High School - 15777 Bowdoin Street, Pacific Palisades, CA 90272 (310) 230 – 6623 www.palihigh.org

### Approval of reimbursements for Executive Director / Principal

Section:
Item:
Purpose:
Submitted by:
<b>Related Material:</b>

X. Consent Agenda A. Approval of reimbursements for Executive Director / Principal Vote

X\_A\_Part 1\_Expense P Magee\_04\_18\_17.pdf X\_A\_Part 2\_Expense P Magee\_04\_18\_17.pdf Rev. 09/14

Please submit original receipts for reimbursement. Reimbursement forms must be submitted within 30 days of purchase.

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Date: 3/30/2017

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### Approval of Field Trips

Section: Item: Purpose: Submitted by: Related Material: X. Consent Agenda B. Approval of Field Trips Vote

X\_B\_1\_Field Trip\_Moot Court Competition\_04\_18\_17.pdf

Print Form

### Palisades Charter High School

### REQUEST FOR APPROVAL OF SCHOOL-ORGANIZED TRIP FOR STUDENTS

Check the appropriate box: Curricular Buss Tour OTHER (Des	Cribe) School Journey Curricular Trip Athletic Trip
Name of School: Palisades Charter High School	Employee Certified V Supervising trip Payman Nazarian Non-Cert.
Telephone Number(310) 230-6623	Grade levels (Circle) 9 10 11 12 OTHER
1. Destination Princeton Univer	Sity Are admission fees charged? Yes No
2. Dates of Trips $\frac{4/27}{17} - \frac{4}{30}$	17 3. Number of Students LO Number of adults 2
4. Name and employee number of employee wh	o will go on trip: Mr. Peyman Nazarian
5. Substitute required? Yes No	How Many? 2 days Source of funds Fundraising Booster
6. Time schedule required by school: Leave Sch Leave destination $\underline{> un 4/30}$	nool Thurs 4/27/17 Arrive destination Thurs 4/27 club
	ay Overnight (if overnight, how many days?) <u>3 nights, 4</u> days
<ol> <li>Method of transportation: School bus (indicate Public Carrier: airplane boat</li> </ol>	number required) WalkingAutomobile bus train other (explain)
required for athletic trips of Youth Services Ac	erived form this activity. Please state specifically as an instructional objective (not tivities) The students will <u>argue censhitutional law,</u> whe 4th <u>Amendment</u> in a nationwide ourt competition.
	lub, student contributions personal
fundraising through s	streatshift sales garage sales, etc.
	acilities been obtained? Yes No No
12. Have forms for parent's or guardian's permission	on been obtained? Yes No
13. If hiking or camping activity:	
Yes No	
b. Has the area been checked for potential	hazards? Yes No
c. Has the School Police Department been	notified of the trip? Yes No
APPROVALS: Principal or Asst. Principal	Date:
0	Date:
	ED LIST MUST BE PROCESSED THROUGH THE PALISADES CHARTER HIGH

Request for Approval of School Organized Trip

Revised January 2012