

Finance Committee

June 3, 2021

for LCPS Board of Directors on 6/9/21



Finance Committee Agenda

	#	Category	Attached Statements, if applicable
Recurring Discussion Items	1	Goals: today & upcoming meetings	-
	2	Current Year Financial Statements: FY21	1) YTD Inc. St., 2) Cash Flow Projections, 3) Balance Sheet
	3	Upcoming Year: Budget Approval for FY22 and MYP	1) Consolidated Budget for FY22
Current Discussion Items	4	PPP Update	-
	5	Facilities Strategy	1) Sources & Uses, 2) Project Budget-to-date 3) Bylaws, 4) Legal Memos (2)
	6	Current Updates / Approvals	1) EPA Resolution, for Board approval 2) Standard Audit letter to Board 3) Retirement Committee
Recurring Consent Items	7	Check Registers	March & April 2021 Registers
	8	Contracts / Approvals	1) KI Furniture, 2) Alder GSE, 3) Alarcon Bohm



Goals & Upcoming Scope

In advance of the upcoming LCPS Board Meeting, **today's primary goals** - in addition to recurring fiscal reviews - include:

1. Assess Preliminary Close for **FY21**
2. Proposed 21-22 **Budget**
3. Identify upcoming approvals for Board Meeting

Upcoming Meetings will focus on:

August

1. Budget revise, as needed
2. Update on One-time Spending
3. Continued Facilities ownership work

October

1. Continued Facilities ownership work
2. TBD



Recurring Discussion Items

- **Financial Statements (FY21) - Budget vs. Actuals**
- **Financial Projections & Budget Development (FY22+)**
 - **State Themes**
 - **LCPS Proposed Budget**



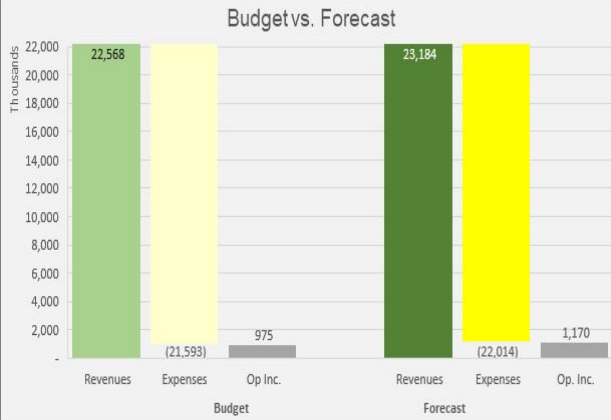
2020-21 Financials

- Budget vs. Forecast Summary
- Enrollment & ADA
- Cash Flow

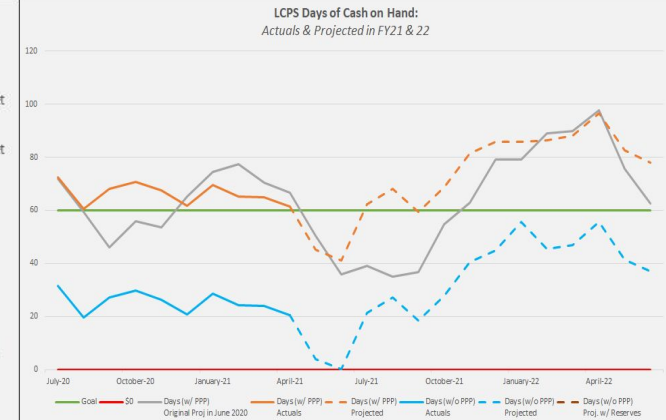
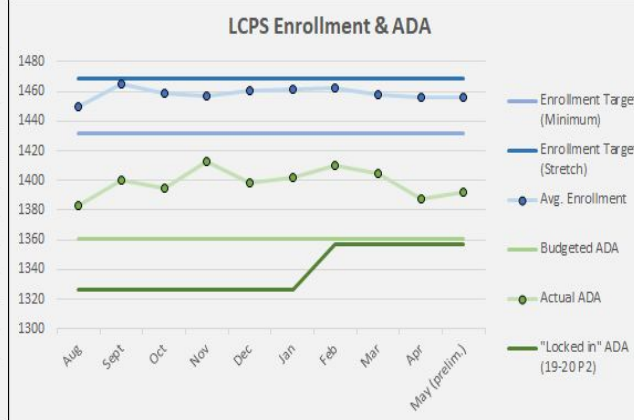
FY21: Key Indicators

See subsequent 3 slides for Zoomed-in view

Budget vs. Actuals



Enrollment & ADA



HEADLINES:

LCPS projects to finish the year with a surplus above the budgeted target.

Our ADA is fully "Locked-In" based on the provisions of 2020-21

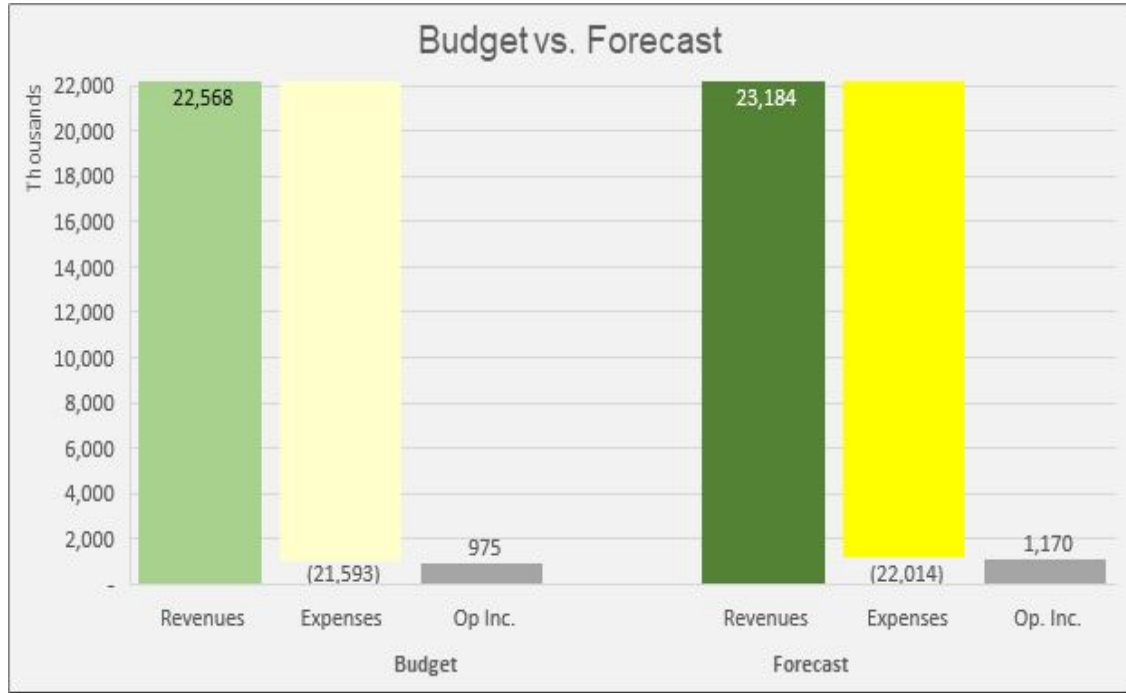
Orange indicates balances with PPP, and *Blue* without.

LCFF deferrals remain during spring 2021, but are proposed to be eliminated in 2022.



FY21: Key Indicator #1 - BUDGET vs. FORECAST

The current forecast is improved from our fall revised budget, but with an increase to the projected bottom line predominantly due to savings anticipated at EOY.

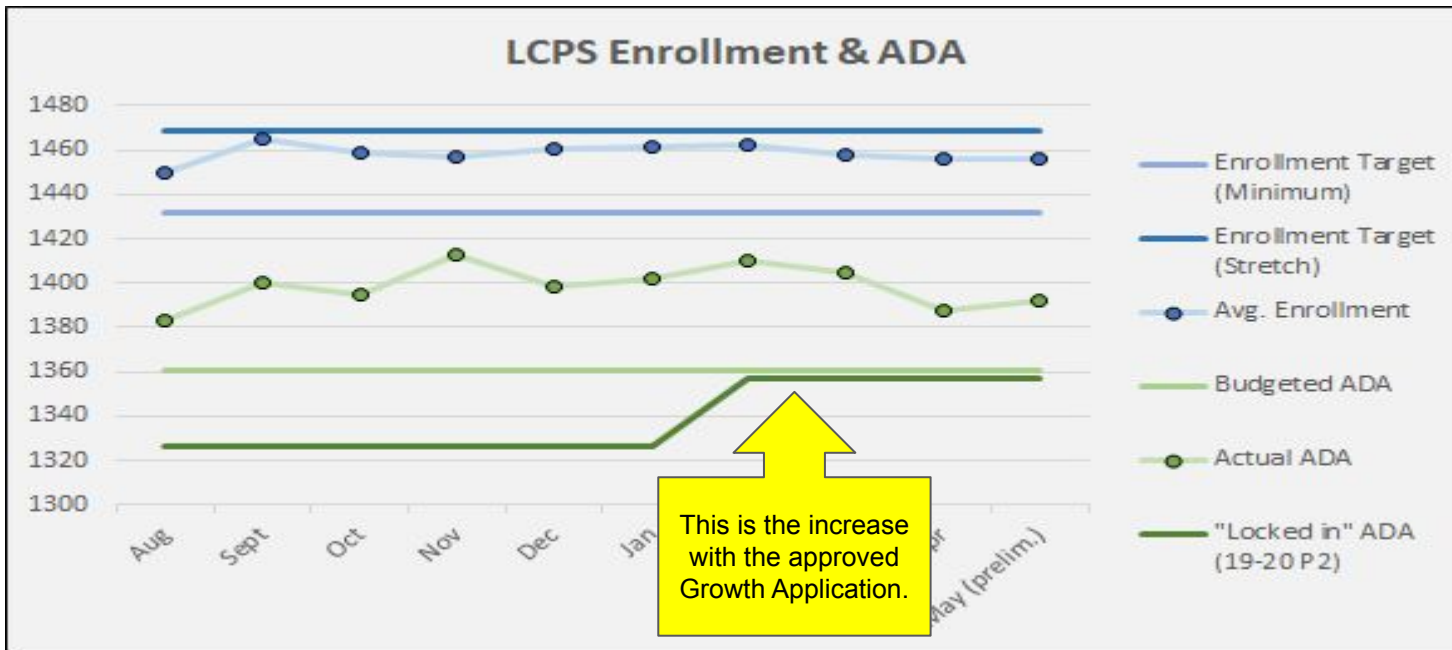


Important Note: this does not include restricted *Expanded Learning Opportunities Grant*.

Audited Financials *may* include this amount (\$1.0M) as a Restricted Revenue for 2020-21, depending on auditor guidance. More is explained on slide 16 to differentiate Federal & State revenue accounting.

FY21: Key Indicator #2 - ENROLLMENT & ADA

Recurring DISCUSSION items



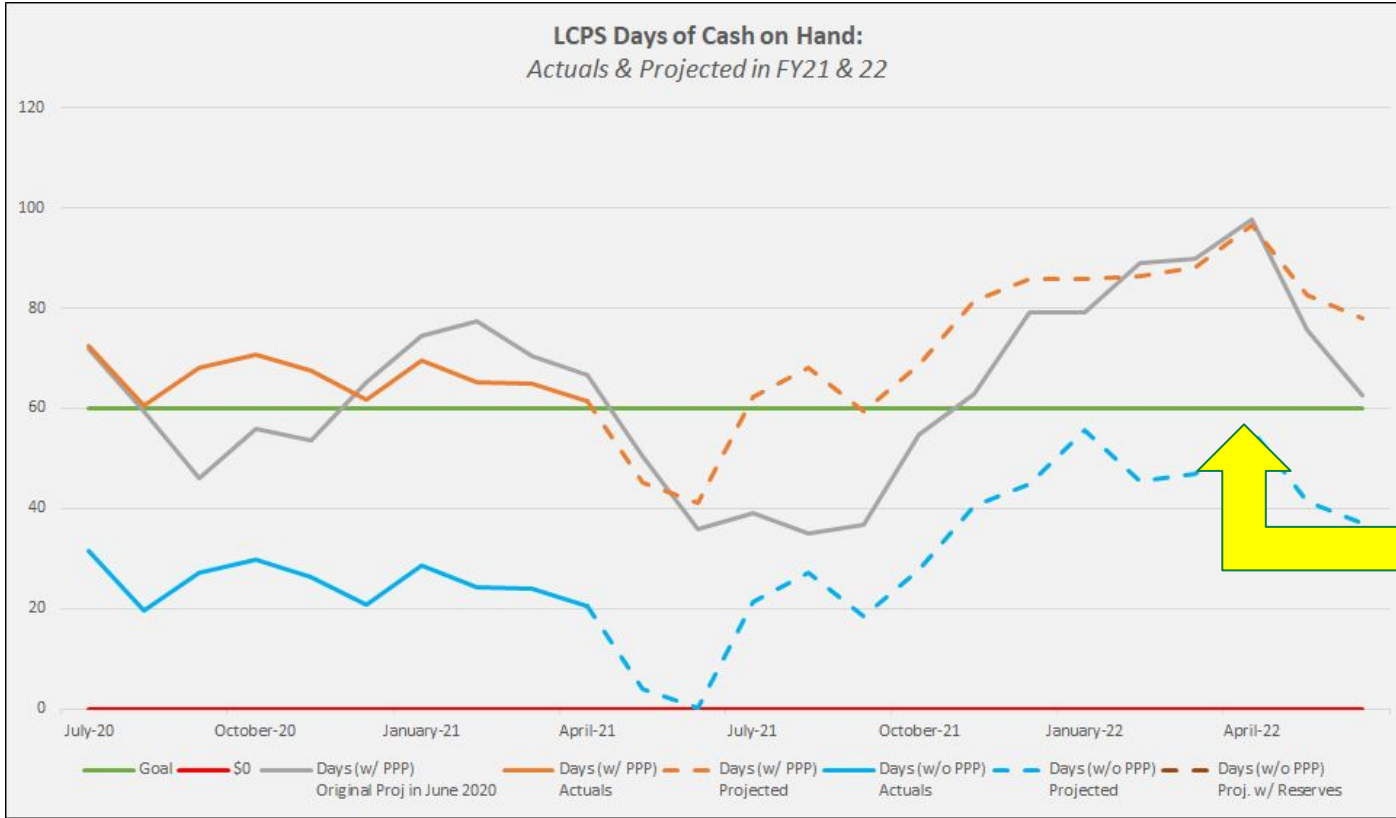
ADA for the year was 95.8% across all 3 charters.

The Unduplicated Pupil Percentage (counting FRL, ELL, and Foster Youth) also has a significant impact on funding.
Final numbers are:

UPP	Lighthouse K-8	Lighthouse High	Lodestar	LCPS TOTAL
Original Budget:	91%	79%	69%	79%
Current Data:	94%	94%	89%	92% ₈

FY21: Key Indicator #3 - CASH FLOW

Recurring DISCUSSION items



*** Note Addition of the Gray Line**

This shows the original projection established in July.

Deferrals remain in Spring 2021, but Spring 2022 is the time period when we start to see notable improvement, given the Governor's proposed budget for FY22 that nearly eliminates deferrals.

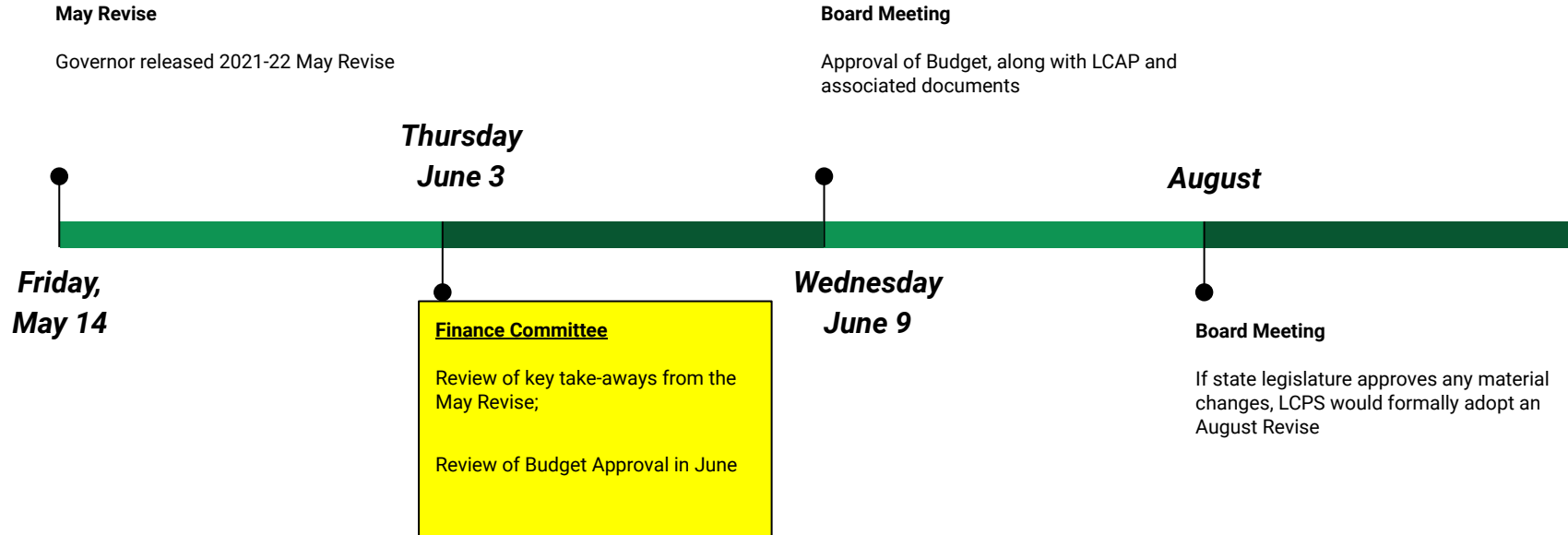
Note: The projection "w/ Reserves" includes the following 2 additional sources of available cash:
 1. LCPS cash reserve account (\$250K / ~5 Days COH); 2. Line of Credit with FRB (\$500K / ~10 Days COH)

2021-22 Budgeting Updates

- Fiscal Planning Priorities
- May Revise
- Proposed Budget
- SWOT

Budget Timeline

Proposed approval at next week's board meeting



FY22 Planning

Recap of Planning Priorities

Fiscal Priority #1: Building towards stated cash goals

- LCPS' Fiscal Policy states our policy of working towards 60 Days of Cash on Hand by June 30, 2023. This remains important to meet our ongoing obligations, but more specifically, to prepare for a strong evaluation of our fiscal health when financing the Lodestar facility.
- LCPS remains on track, with two major considerations: 1) we remain planning for this goal based on all scenarios related to PPP (forgiveness, repayment), and 2) we're on track towards this goal without deferrals.

Fiscal Priority #2: Optimizing One-time Funding

- The budget we are developing now is based on ongoing funding sources and the January Budget's assumptions for those (i.e., LCFF). In parallel, we are laying out proposed uses for all one-time funding sources to best leverage those towards our programmatic priorities.

Fiscal Priority #3: Aligning Fiscal Resources to Programmatic Needs

- Internally, we are focusing efforts on aligning and improving the LCPS program across our 2 campuses. This means some programmatic investment, particularly as we look ahead to critical charter renewal timelines.

May Revise: Revenue Assumptions

What's assumed from the May Revise, and what's not?

Section 1: Included in the LCPS Budget

State Revenues are driven by 3 separate COLAs

- LCFF: 5.07% “mega-COLA”
- Special Education: 4.05 “compounded COLA”
- Other State Funding: 1.05% statutory COLA

Additional One-time COVID Support

- \$2B appropriation will provide approximately \$400K across LCPS
- The general intent is for “health and safety activities associated with reopening schools, including testing and vaccine initiatives, enhanced cleaning, personal protective equipment, and improved ventilation”



May Revise: Revenue Assumptions

This proposal represents a possible opportunity (+\$400K in revenues) BUT would only be included in an August Revised Budget

Section 2: Not included, but would be an adjustment to LCFF if approved

Concentration Grant represents one the state's effort to focus on Equitable Funding

- This is the portion of LCFF that provides additional funding (currently 50% multiplication factor) to support student populations with an Unduplicated Pupil Percentage in excess of 55%.
- Governor Newsom is proposing to increase the multiplication factor from 50% to 65%.



Total LCFF Funding under 2 Scenarios			
Charter	Budgeted Amount (50%)	Higher Calculation (65%)	Difference
Lighthouse (K-8)	\$5,653,954	\$5,790,994	\$137,040
Lighthouse HS	\$3,712,325	\$3,802,875	\$90,550
Lodestar	\$7,516,813	\$7,701,635	\$184,822
Total LCFF	\$16,883,092	\$17,295,504	\$412,412

May Revise: Revenue Assumptions

These could be included in a May Revised budget, but details are still hazy and would likely come with new expenses.

After School and Summer Programs

- The May Revision includes \$1 billion for this proposal in 2021–22, growing to \$5 billion in 2025–26.

Child Nutrition

- \$150 million in ongoing funding to increase LEA participation in NSLP
- \$100 million in one-time funding is proposed to provide school kitchen infrastructure upgrades and training for school cafeteria staff

Transitional Kindergarten

- *See Appendix for more detailed information*
- Proposing gradual implementation toward a total of \$2.7 billion by 2024–25 to pay for the costs of California’s new “14th grade”
- An additional \$380 million Proposition 98 investment, growing to \$740 million by 2024–25, to reduce TK classroom ratios by half by paying for additional staff



Impact of "One-time" funds

COVID-related funds will have a fiscal impact over multiple years

Fund:	Appt.	Recognition per fiscal year (Both Revenues and Expenses match)				
		20-21	21-22	22-23	23-24	24-25
ESSER II (fed):	\$1.5M	\$225K	\$1.3M	-	-	-
ESSER III (fed):	\$3.3M	-	\$300K	\$1.3M	\$1.3M	\$300K
ELO (state):	\$1.0M	\$50K	\$935K	\$50K		
21-22 COVID Return (st.):	\$400K		\$400K			
Total	\$4.8M	\$275K	\$2.9M	\$1.37K	\$1.32K	\$300K

Important Accounting Note!

Federal and State audit guidelines differ slightly. CLA is providing guidance for its schools about the recognition of these state dollars.

If CLA's guidance changes, it would "front load" those funds, with the Restricted Revenues recognized earlier than Expenses.

This demonstrates our budgeting outlook at this point, but will need to remain flexible as implementation progresses over multiple years.

Federal Programs

These are sector-wide observations of early implementation plans, based on plans gathered from public meeting presentations

Georgetown Edunomics Lab has been tracking district plans, and made the observations noted to the right.

How does our planning compare to other districts?

- Lab staff noted that districts are having difficulty: 1) providing targeted instruction for high needs students, 2) addressing learning loss, and 3) innovating with new strategies.

It's still very early, but in our tracking of districts, so far:

We're seeing lots of this:

- Thank you payments to staff
- Filling budget gaps
- Plans to hire counselors, nurses, specialists
- Class size reduction (hiring more teachers)
- Facilities projects
- Tech/Curric updates
- Planning time for staff

and not much of this:

- Tutoring
- Added weeks to school year
- Pass through allocations to schools (for flexible use)
- Customized options where families select what works for their kids
- New delivery models
- New content/course options

What are the implications for LCPS (in addition to all schools)?

- Like districts, we're putting into place just our best-laid plans.
- ESSER Plans and reports will have to be revised twice annually, and prompts districts and charters to continue refining their implementation.

LCPS Budgeting Summary

Proposed Budget for 2021-22 and two subsequent years

	Curr. Yr. FY21 LCPS Forecast	Year 2 FY22 LCPS Forecast	Year 3 FY23 LCPS Forecast	Year 4 FY24 LCPS Forecast	
Summary					
Unrestricted					
Revenues					
8000	Local Control Funding Formula	14,741,211	16,883,092	18,228,760	19,670,152
8100	Federal Revenue	2,911,866	3,174,896	2,967,622	3,023,065
8300	Other State Revenues	2,967,556	4,347,922	3,212,293	3,288,634
8600	Local Revenues	965,928	827,205	982,584	983,502
8800	Fundraising and Grants	1,597,090	1,558,700	1,552,700	1,547,700
8800	Capital Campaign Fundraising				
	TOTAL	23,183,650	26,791,815	26,943,959	28,513,053
Expenses					
1-2000	Compensation	11,146,035	15,765,653	15,162,694	15,568,122
3000	Employee Benefits	2,485,704	3,262,178	3,385,860	3,612,678
4000	Books and Supplies	2,305,399	1,281,855	1,328,896	1,386,794
5000	Services & Other Operating Exp.	5,576,857	5,348,678	5,739,408	5,862,451
6000	Capital Outlay	500,000	500,000	500,000	500,000
	TOTAL	22,013,996	26,158,365	26,116,858	26,930,044
	Operating Income, before Depreciation	1,169,655	633,450	827,100	1,583,009
	<i>Operating Income, as a % of expenses</i>	5.3%	2.4%	3.2%	5.9%
6900	Depreciation Expense	1,089,988	1,069,508	1,069,508	1,069,508
	Change in Unrestricted Net Assets (inc. Depreciation)	79,666	(436,058)	(242,408)	513,501
Fund Balance					
	Projected Ending Balance	6,030,077	5,909,197	5,666,789	6,180,290
	<i>Ending Balance, as a % of Operating Expenses</i>	27%	23%	22%	23%
	Cash on Hand at June 30	2,488,944	4,705,724	6,657,739	8,240,748
	Days of Cash on Hand (inc. of PPP)	41	66	93	112

FY22 Planning: SWOT

Strengths:

- + The increased COLA for LCFF is **5.07%**.
- + **Cash position** is substantially improved, albeit with some important information to come regarding PPP and confirmation of deferrals.
- + Investments in **ELD & Academic Supports** are a priority area.
- + Multiple sources of **one-time funding** (over multiple years) present options to support students and to improve model changes across campuses.

Opportunities:

- + If approved for Loan Forgiveness, **PPP funds** would be recognized as revenue.
- + The **May Revise offers several opportunities** (slide 14) that would be recognized, but only if approved in the state legislature's final version of the budget.

Weaknesses:

- Our biggest weaknesses are shared by all CA schools:
 - **ADA**: LCPS will need to capture student attendance even if families choose to remain in a “distance” setting. Preliminary plans are in place to leverage Independent Study, but still need refining for Day 1.
 - **One-time funding & Long-term commitments**. Also like all schools, we need to continue proceeding with caution related to one-time funds and revenue increases. To summarize guidance from FCMAT:
 - *Most schools in fiscal challenge find themselves there based on decisions made in good times that show their impact when the bad times hit.*

Threats:

- Long-term **renewals** will continue to be the biggest threat to LCPS' fiscal stability; planning for 21-22 and beyond holds this lens clearly.
- **PPP** remains a liability that would decrease cash if needing to repay, but preliminary steps have been positive
- Like all schools, LCPS will have to consider **Attendance** in 2021-22, and take steps to mitigate any drops in ADA % post-COVID.

Current Topics

- **PPP Update**
- **Facilities Structure**
- **EPA Resolution**
- **Audit Letter from CLA (required communications)**
- **Retirement Committee discussion**



PPP Loan

Paycheck Protection Program

- Eligible forgiveness amount of \$2,473,600.00 has been submitted for final review and approval by CRF.
- After the application passes a final internal review, it will be sent to the SBA for review and forgiveness consideration.
- SBA has up to 90 days to approve the application.
- Once CRF receives the forgiveness amount from SBA, the loan will either be cancelled or modified depending upon that amount of forgiveness determined by the SBA.



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Lodestar Facility

Looking back...

PCSD 701 105th Ave LLC - Lighthouse Lodestar - Financing Summary

Project Financing & Re-Financing Summary

PHASE 1: ACQUISITION & ADAPTIVE REHABILITATION OF 2 EXISTING STRUCTURES

12/1/2017-8/31/18

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 3,480,000
Hard Costs	\$ 4,830,461	Lighthouse Capital Contribution	\$ 1,840,000
Soft Costs	\$ 1,319,696	Lighthouse - More Capital Needed	\$ -
Finance Costs	\$ 399,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ -
Contingency	\$ 10,873		\$ -
Total Project Costs	\$ 15,320,000	Total Sources	\$ 15,320,000

PHASE 2B: PERM BLDG

3/1/19-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ -	PCSD Capital Contribution	\$ 2,951,000
Hard Costs	\$ 11,388,890	Lighthouse Capital Contribution	\$ 2,861,500
Soft Costs	\$ 1,239,584	Lighthouse - Add'l Capital for	\$ 94,000
Finance Costs	\$ 365,000	FRB - Loan Phase 1	\$ -
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 713,026		
Total Project Costs	\$ 13,706,500	Total Sources	\$ 13,706,500

SUMMARY - PROJECT INCEPTION THROUGH PERM BLDG

12/1/17-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 6,431,000
Hard Costs	\$ 16,219,351	Lighthouse Capital Contribution	\$ 4,701,500
Soft Costs	\$ 2,559,280	Lighthouse - More Capital Needed	\$ 94,000
Finance Costs	\$ 764,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 723,899	Other	\$ -
Budget Adjustment	\$ -	Reallocate Net Rental CF from LY2	\$ -
Total Project Costs	\$ 29,026,500	Total Sources	\$ 29,026,500

LH PURCHASE FROM PCSD

7/1/2024

USES		SOURCES	
Repay Acquisition Loan	\$ 10,000,000	PCSD - Credit for Net CF during lease	\$ 532,469
Repay Construction Loan	\$ 7,800,000	Credit for Loan #1 Amort. from rent	\$ 1,619,622
Repay PCSD Capital Contribution	\$ 6,431,000	Credit for Loan #2 Amort. from rent	\$ 827,917
Finance Costs	\$ 1,700,000	Lighthouse Capital Contribution	\$ 2,412,911
Management Costs	\$ -	New Loan	\$ 20,538,000
Contingency	\$ -		
Total Project Costs	\$ 25,931,000	Total Sources	\$ 25,930,919

Highlighted amount is \$200,000 under original budgeted amount.
Final figures will be complete at conclusion of Turf installation.

Looking forward...with Lodestar

On the Facilities front, we have **3 primary areas of focus** moving forward:

1) **Development (CLOSED OUT!):**

We have closed the final gap of fundraising targeted by 2024!

2) **Refinancing:** we'll dig into details & timelines during Spring 2021, with a target of executing on Purchase Option by June 30, 2024. See next slide for updated action steps.

3) **Approvals:** we have our Temporary Certificate of Occupancy and are working city towards Final Occupancy, with priority being TDM-related efforts.

Overall Facility Strategy

Opportunity: in parallel to the Purchase Option we hold for Lodestar, we also have an opportunity to pursue ownership of 444 Hegenberger, within a five-year timeline.

Proposed Next Steps for Facilities Management Strategy:

June Finance Committee	Review proposal for structures, and discuss for Board consideration later in the Fall
August / October Committees	Consult external expertise to provide primer for Committee on financing structures
October +	Reassess timeline, and map out continued needs towards financing

Targeted Structure

Attached are 3 resources to inform the background:

1. Memo re: Support Corporations for Charter Schools
2. Memo re: SB740 and ownership of facilities
3. initial draft of Support Corporation Bylaws

Lighthouse Community Public Schools 501(c)(3)				
<i>(LCPS maintains control of Support Corp based on Bylaws)</i>			“Support Corporation” (Name TBD; i.e., LCPS Support Foundation) 501(c)(3)	
Charter #1: Lighthouse Community Charter School	Charter #2: Lighthouse Community Charter School	Charter #3: Lighthouse Community Charter School	LLC #1: 701 105th Ave	LLC #2: 444 Hegenberger

Additional Items for June Board Meeting

The following are required board approvals for end-of-year.

- EPA Resolution
- Audit Letter from CLA
- Retirement Committee Resolution
(see next slide)

LCPS Retirement Plan

LCPS Retirement Plan: Committee composition

- See sample resolution language for discussion

Recommendation from The Advisory Group (LCPS Retirement Plan's third-party advisor):

- “The formal Retirement Committee is a fiduciary with respect to the plan, charged with overseeing the administration and operation of the plan and exercising discretionary authority. Typically the members of the committee are senior management with representation from operations, finance and HR. If you were to decide to incorporate staff members, my suggestion would be to define in your committee charter that these staff members are non-voting members of the committee.

In an organization of your size, the trustees are often also the committee members, although sometimes there are several other non-trustee committee members (and/or several non-voting committee members). The trustees are also fiduciaries, responsible for ensuring that the plan is administered in accordance with the plan documents, the assets are properly accounted for, assets are appropriately diversified, the plan does not engage in any prohibited transactions, and more. Trustees have personal liability; however, typically the employer/plan sponsor indemnifies the trustees and purchases fiduciary liability insurance to mitigate this risk.”

Recurring Consent Items

- **Check Register**
- **Board-Approved Contracts**



Recurring Consent Items

Check Register

The attached statement includes checks for March & April 2021.

Recurring Consent Items

Vendor:	KI Furniture	Alder GSE	Alarcon Bohm
Amount:	\$110,901.22	Direct expense of approximately \$24,000. Associated costs total \$160,000, supported by philanthropy.	\$168,688
For:	<p>Classroom Furniture</p> <p>This is broken down between:</p> <ul style="list-style-type: none"> \$91,707.73 for Lodestar High School. \$19,193.49 for Lighthouse to outfit additional Middle School classrooms. 	<p>Teacher Residency Program</p> <p>MOU is established with Alder, Envision, Yu Ming & EFC commits LCPS. For a shared Director to support residents, LCPS commits to "\$4,750 maximum contribution per Resident paid pro rata during the Program year" to Envision, who employs the Director. Actual costs, after philanthropy, are projected to be approximately 3,000 per resident, or \$24,000 for a target of 8 residents.</p> <p>Associated costs are the actual residents that LCPS brings on, each of whom receives a \$20,000 stipend.</p>	<p>Site Improvements</p> <p>This is to provide an additional classroom space in the original library, to allow for an additional cohort of sixth-grade students. Additionally, the scope involves the installation of sinks in two spaces, to facilitate middle school science.</p>
Notes:	<p>CEO has approved under Resolution 2020_07-27a (CEO approval for COVID-related expenditures above \$50,000).</p> <p>In line with that resolution, this is still being brought to Finance Committee and Board to inform as part of that process.</p>		

Appendix

- **May Revise Details about:**
 - **Transitional Kindergarten**



May Revise: Transitional Kindergarten

Overview

The revision proposes to universal transitional kindergarten by 2024-2025. In order to further develop the current (nonuniversal) existing transitional kindergarten program

- May Revision proposing a permanent increase to Prop 98 of \$900 Million in 2022-2023
- The plan includes an increase of funding to \$2.7 Billion in 2024-2025
- The proposal also includes plans to cut classroom student to teacher ratios by half (12:1)

May Revise: Transitional Kindergarten

The Governor plans to utilize unanticipated general funding source to prioritize the realization of a universal transitional kindergarten program in the state, over a multiyear phase-in period.

- Currently, TK is offered to students who turn 5 between September 2nd by December 2nd
- In 2022-2023, the TK age cutoff will be expanded to students who turn 5 by March 2nd
- In 2023-2024, the TK age cutoff will be further expanded to students with birthdays by July 2nd
- Full implementation is projected for 2024-2025, at an annual cost of \$2.7 Billion

May Revise: Transitional Kindergarten

Challenges include increased to **facility use** and ongoing maintenance, increased needs for **professional development** involving developmentally appropriate academic curriculum, and the need to consider **ongoing funds** required due to increased staffing

- Academic curriculum is not currently designed with a younger age group in mind, with a focus on fine and gross motor development and social emotional components specific to younger 4-year olds
- Ongoing increases to budget regarding staffing, especially in a teacher shortage
- One time funds to be expended to expand facilities to support the smaller cohort ratios
- Ongoing increases to budget regarding facilities maintenance

Lighthouse Community Public Schools
Year to Date: Budget vs. Actuals
Site: LCPS Roll up
As of: April 30, 2021

	Feb	Mar	Apr	YTD Total	June Budget	1st Interim Budget	Prior Forecast	Current Forecast	Prior vs. Curr. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
Summary						-		-				
Unrestricted												
Revenues												
8000 Local Control Funding Formula	1,105,368	1,058,649	983,731	9,929,548	13,571,254	14,732,189	14,741,211	14,741,211	-	67%	67%	4,811,663
8100 Federal Revenue	296,295	(13,717)	71,504	1,784,059	1,491,909	2,918,079	3,051,829	2,911,866	(139,963)	61%	61%	1,127,807
8300 Other State Revenues	4,819	497,494	437,925	1,923,037	2,844,714	2,935,557	2,849,082	2,967,556	118,474	66%	65%	1,044,519
8600 Local Revenues	6	5,573	11,536	126,157	1,013,359	948,405	950,772	965,928	15,156	13%	13%	839,771
8800 Fundraising and Grants	33,632	25,810	72,452	1,178,926	1,193,700	1,033,700	1,091,815	1,086,815	(5,000)	114%	108%	(92,111)
8800 Capital Campaign Fundraising	55	185	55	488,875	-	-	510,275	510,275	-	0%	96%	21,400
8999 Uncategorized	15	16,611	50	17,436								
TOTAL	1,440,191	1,590,606	1,577,254	15,448,037	20,114,937	22,567,930	23,194,983	23,183,650	(11,333)	68%	67%	7,753,049
Expenses												
1-2000 Compensation	1,033,813	1,037,568	1,026,135	9,592,735	10,966,183	11,041,016	11,166,035	11,146,035	(20,000)	87%	86%	1,553,300
3000 Employee Benefits	216,647	211,679	227,061	2,161,538	2,385,260	2,471,172	2,484,208	2,485,704	1,496	87%	87%	324,166
4000 Books and Supplies	156,974	73,915	20,342	1,363,747	1,169,806	2,817,052	2,701,660	2,305,399	(396,261)	48%	59%	941,653
5000 Services & Other Operating Exp.	463,601	554,761	456,988	4,814,788	4,978,398	5,263,433	5,298,253	5,576,857	278,604	91%	86%	762,069
6000 Capital Outlay	-	-	-	-	-	-	500,000	500,000	-			500,000
TOTAL	1,869,786	1,877,896	1,730,526	17,933,025	19,499,646	21,592,673	22,150,157	22,013,996	(136,161)	83%	81%	4,081,079
Operating Income, before Depreciation	(429,596)	(287,290)	(153,272)	(2,484,989)	615,290	975,257	1,044,826	1,169,655	124,828			3,671,970
<i>Operating Income, as a % of expenses</i>					3.2%	4.5%	4.7%	5.3%				
6900 Depreciation Expense	53,151	53,151	53,151	482,255	238,440	345,988	589,988	589,988	-	139%	82%	107,734
Change in Net Assets (inc. Depreciation)	(482,747)	(340,441)	(206,424)	(2,967,243)	376,850	629,269	454,838	579,666	124,828	-	-	

Lighthouse Community Public Schools
 Year to Date: Budget vs. Actuals
 Site: LCPS Roll up
 As of: April 30, 2021

	Feb	Mar	Apr	YTD Total	June Budget	1st Interim Budget	Prior Forecast	Current Forecast	Prior vs. Curr. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
Student Enrollment												
Enrollment Breakdown												
Total	1,462	-	-	1,459	1,432	1,432	1,432	1,432	-			
Enrollment Summary												
Average	96.4%	0.0%	0.0%	95.9%	95.0%	95.0%	95.0%	95.0%	0.0%			
ADA												
Total ADA	1,410	-	-	1,400	1,360	1,360	1,360	1,360	-			
Demographic Information					Prelim. #	Prelim. #	Prelim. #	Prelim. #				
Enrollment					1,432	1,438	1,438	1,438	-			
FRL (#)					992	996	996	996	-			
EL (#)					522	523	523	523	-			
Unduplicated (#)					1,158	1,163	1,163	1,163	-			
FRL (%)					69.3%	69.3%	69.3%	69.3%	0.0%			
EL (%)					36.5%	36.4%	36.4%	36.4%	0.0%			
Unduplicated (%)					80.9%	80.9%	80.9%	80.9%	0.0%			

Lighthouse Community Public Schools
 Year to Date: Budget vs. Actuals
 Site: LCPS Roll up
 As of: April 30, 2021

		Feb	Mar	Apr	YTD Total	June Budget	1st Interim Budget	Prior Forecast	Current Forecast	Prior vs. Curr. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
Revenue Detail													
8000	Local Control Funding Formula												
8011	State Aid	838,376	417,629	204,505	5,745,544	8,962,291	9,732,975	9,304,825	9,304,825	-	59%	62%	3,559,281
8012	Education Protection Account	-	-	458,716	1,286,782	1,135,929	1,661,818	1,713,856	1,713,856	-	77%	75%	427,074
8096	Funding in Lieu of Property Taxes	266,992	641,020	320,510	2,897,222	3,473,033	3,337,396	3,722,530	3,722,530	-	87%	78%	825,308
	Subtotal	1,105,368	1,058,649	983,731	9,929,548	13,571,254	14,732,189	14,741,211	14,741,211	-	67%	67%	4,811,663
											0%	0%	
											0%	0%	
8100	Federal Revenue												
8290	Title Funding & ESSA	125,000	(32,447)	33,121	1,484,513	530,033	2,236,800	2,370,550	2,300,811	(69,739)	66%	65%	816,298
8181	Special Education	-	-	-	-	169,265	172,749	172,749	172,749	-	0%	0%	172,749
8220	Child Nutrition	170,975	18,730	38,383	299,226	498,989	508,530	508,530	345,239	(163,291)	59%	87%	46,012
	Subtotal	296,295	(13,717)	71,504	1,784,059	1,491,909	2,918,079	3,051,829	2,911,866	(139,963)	61%	61%	1,127,807
											0%	0%	
											0%	0%	
8300	Other State Revenues												
8381	Special Education	-	88,624	18,432	588,078	867,978	869,588	869,588	869,588	-	68%	68%	281,510
8300	All Other State Revenues	4,819	408,870	419,493	1,334,959	1,976,736	2,065,970	1,979,495	2,097,968	118,474	65%	64%	763,010
	Subtotal	4,819	497,494	437,925	1,923,037	2,844,714	2,935,557	2,849,082	2,967,556	118,474	66%	65%	1,044,519
											0%	0%	
											0%	0%	
8600	Local Revenues												
	All Local	6	5,573	11,536	126,157	1,013,359	948,405	950,772	965,928	15,156	13%	13%	839,771
											0%	0%	
											0%	0%	
8800	Fundraising and Grants												
	All Philanthropy	33,687	25,995	72,507	1,667,801	1,193,700	1,033,700	1,602,090	1,597,090	(5,000)	161%	104%	(70,711)
											0%	0%	
											0%	0%	
Total Revenue		1,440,191	1,590,606	1,577,254	15,448,037	20,114,937	22,567,930	23,194,983	23,183,650	(11,333)	68%	67%	7,735,614

Lighthouse Community Public Schools
Year to Date: Budget vs. Actuals
Site: LCPS Roll up
As of: April 30, 2021

		Feb	Mar	Apr	YTD Total	June Budget	1st Interim Budget	Prior Forecast	Current Forecast	Prior vs. Curr. Forecast	% YTD / Budget	% YTD / Forecast	Forecast Remaining
Expense Detail													
1000	Compensation												
1100	Teacher Salaries	555,915	566,378	561,702	5,087,318	5,698,925	5,771,448	5,771,467	5,771,467	-	88%	88%	684,149
1300	Administrator Salaries	326,335	321,536	317,527	3,203,130	3,878,827	3,878,827	3,878,827	3,878,827	-	83%	83%	675,697
1400	Bonuses & Other Compensation	2,500	-	-	57,000	74,690	77,000	77,000	57,000	(20,000)	74%	100%	-
	Subtotal	884,750	887,914	879,229	8,347,449	9,652,442	9,727,275	9,727,295	9,707,295	(20,000)	86%	86%	1,359,846
2000	Compensation												
2100	Instructional Aide Salaries	41,248	40,454	44,649	300,487	238,459	238,459	256,459	336,459	80,000	126%	89%	35,972
2900	Other Non-certificated Salaries	107,815	109,200	102,257	944,800	1,075,282	1,075,282	1,182,282	1,102,282	(80,000)	88%	86%	157,482
	Subtotal	149,063	149,654	146,906	1,245,286	1,313,741	1,313,741	1,438,741	1,438,741	-	95%	87%	193,454
	Total Compensation	1,033,813	1,037,568	1,026,135	9,592,735	10,966,183	11,041,016	11,166,035	11,146,035	(20,000)	87%	86%	1,553,300
3000	Employee Benefits												
3400	Health & Welfare Benefits	107,209	106,317	110,180	1,159,876	1,280,965	1,281,539	1,281,539	1,261,539	(20,000)	91%	92%	101,663
3000	Other Employee Benefits	109,438	105,362	116,881	1,001,661	1,104,295	1,189,633	1,202,669	1,224,165	21,496	84%	82%	222,503
	Subtotal	216,647	211,679	227,061	2,161,538	2,385,260	2,471,172	2,484,208	2,485,704	1,496	87%	87%	324,166
4000	Books and Supplies												
4100	Textbooks & Curriculum	1,270	35	662	48,259	59,310	59,310	59,310	59,310	-	81%	81%	11,051
4200	Books & Other Materials	347	9,889	350	103,327	35,841	120,841	134,967	134,967	-	86%	77%	31,640
4300	Materials and Supplies	45,565	8,743	6,056	348,597	293,428	778,428	718,909	718,909	-	45%	48%	370,312
4400	Noncapitalized Equipment	91,434	46,429	435	579,189	148,641	1,224,641	1,154,641	1,037,812	(116,829)	47%	56%	458,623
4700	Food	18,359	8,820	12,839	284,374	632,586	633,832	633,832	354,401	(279,431)	45%	80%	70,027
	Subtotal	156,974	73,915	20,342	1,363,747	1,169,806	2,817,052	2,701,660	2,305,399	(396,261)	48%	59%	941,653
5000	Services & Other Operating Exp.												
5100	Subagreements for Services	16,364	16,364	16,364	157,999	261,500	261,500	261,500	261,500	-	60%	60%	103,501
5200	Travel and Conferences	-	-	-	13	3,500	3,500	3,500	3,500	-	0%	0%	3,487
5300	Dues and Memberships	-	-	-	18,229	22,500	22,500	22,500	22,500	-	81%	81%	4,271
5400	Insurance	9,613	9,613	-	101,363	80,000	83,426	110,976	110,976	-	122%	91%	9,613
5500	Utilities	32,973	19,287	25,823	259,066	342,500	342,500	347,000	347,000	-	76%	75%	87,934
5600	Leases, Repairs, and Improvements	182,034	164,423	264,248	2,056,173	2,097,333	2,097,333	2,097,333	2,137,333	40,000	98%	96%	81,160
5800	Professional Services & Other Exp.	203,054	332,677	128,240	2,080,062	2,036,565	2,318,174	2,320,944	2,525,548	204,604	90%	82%	445,486
5900	Communications	19,563	12,397	22,314	141,884	134,500	134,500	134,500	168,500	34,000	105%	84%	26,616
	Subtotal	463,601	554,761	456,988	4,814,788	4,978,398	5,263,433	5,298,253	5,576,857	278,604	91%	86%	762,069
6000	Capital Outlay												
6100	Capital Projects	-	-	-	-	-	-	500,000	500,000	-	0%	0%	500,000
6900	Depreciation Expense	53,151	53,151	53,151	482,255	238,440	345,988	589,988	589,988	-	139%	82%	107,734
	Subtotal	53,151	53,151	53,151	482,255	238,440	345,988	1,089,988	1,089,988	-	139%	44%	607,734
	Total Expenses	1,922,937	1,931,047	1,783,677	18,415,171	19,738,086	21,938,661	22,740,145	22,603,984	(136,161)	84%	81%	4,188,813

	Current Year: FY21												YTD Total	AP/AR	Budget	Forecast
	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Actuals	Projected	Projected				
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun				
Beginning Cash	3,538,152	4,377,611	3,654,107	4,112,295	4,265,989	4,066,981	3,723,915	4,198,171	3,933,458	3,920,862	3,712,656	2,715,444				
Unrestricted																
REVENUE TOTAL	102,261	756,474	2,412,216	1,688,691	1,375,091	1,356,409	3,148,845	1,440,191	1,590,606	1,577,254	961,188	1,080,169	17,489,393	5,544,257	22,567,930	23,183,650
EXPENSE TOTAL	1,321,096	1,783,205	2,021,095	1,907,082	1,566,538	1,808,963	2,046,730	1,869,786	1,877,896	1,730,526	3,132,677	936,657	22,002,250	11,745	21,592,673	22,013,996
Operating Cash Inflow (Outflow), exclusive of Depr.	(1,218,835)	(1,026,731)	391,120	(218,390)	(191,447)	(452,554)	1,102,115	(429,596)	(287,290)	(153,272)	(2,171,490)	143,512	(4,512,857)	5,532,512	975,257	1,169,655
6900 Depr.	28,006	29,209	28,928	28,928	27,540	127,039	53,151	53,151	53,151	53,151	53,867	53,867	589,988	-	345,988	589,988
Operating Cash Inflow (Outflow), inclusive of Depr.	(1,246,842)	(1,055,940)	362,192	(247,318)	(218,986)	(579,593)	1,048,964	(482,747)	(340,441)	(206,424)	(2,225,357)	89,645	(5,102,846)	5,532,512	629,269	579,666
Prior Year Revenue	2,063,736	247,872	37,500	60,746	192,066	38,375	761	113,719	133,067	75,350	329,225					
Prior Year Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Deposits on record (Assets)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Fixed Assets	28,006	29,209	28,928	28,928	27,540	127,039	(446,849)	53,151	53,151	21,721	53,867	53,867				
Change in Accounts Receivable (current yr)	11,589	819	(25)	725	725	(2,500)	(249,500)	1,500	-	-	-	-	-	-	-	-
Change in Accounts Payable (current yr)	(164,062)	16,726	(42,346)	244,421	(273,900)	(4,270)	50,571	17,860	65,408	(145,685)						
Prepays	369,029	-	-	-	-	-	-	(37,972)	-	-	-	-	-	-	-	-
COVID-related Cash changes	-	-	-	-	-	-	-	-	-	-	761,837					
Other Balance Sheet changes	(30)	(44,545)	-	(5,657)	-	-	-	-	-	(26,501)						
Summerholdback for Teachers	(221,967)	82,355	71,939	71,849	73,547	77,884	70,309	69,775	76,220	73,332	83,216	(375,212)				
Ending Cash - Total in Primary Checking	4,377,611	3,654,107	4,112,295	4,265,989	4,066,981	3,723,915	4,198,171	3,933,458	3,920,862	3,712,656	2,715,444	2,483,744				
Days of Cash on hand	73	61	68	71	67	62	70	65	65	62	45	41				
Days of Cash on hand (w/o PPP)	32	20	27	30	26	21	29	24	24	21	4	0				
Additional Cash accounts																
Cash Reserve Account	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000				
Ending Cash - Including Cash Reserve	4,627,611	3,904,107	4,362,295	4,515,989	4,316,981	3,973,915	4,448,171	4,183,458	4,170,862	3,962,656	2,965,444	2,733,744				
Days of Cash on hand	77	65	72	75	72	66	74	69	69	66	49	45				
Additional sources available																
Unused Line of Credit - FRB	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000				
Available Ending Cash	5,127,611	4,404,107	4,862,295	5,015,989	4,816,981	4,473,915	4,948,171	4,683,458	4,670,862	4,462,656	3,465,444	3,233,744				
Days of Cash available	85	73	81	83	80	74	82	78	77	74	57	54				

		Year 2: FY22													Forecast	
		Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	YTD	AP/AR	
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total		
Beginning Cash		2,483,744	3,759,375	4,107,303	3,582,602	4,142,799	4,915,795	5,182,610	5,833,161	5,216,011	5,308,394	5,820,344	4,975,443			
Unrestricted																
REVENUE TOTAL		12,825	1,967,384	1,110,560	2,296,219	2,451,037	1,413,804	3,036,666	1,731,577	2,466,339	2,825,907	1,649,569	1,296,778	22,258,664	4,533,151	26,791,815
EXPENSE TOTAL		1,357,952	2,168,767	2,180,992	2,281,753	2,223,773	2,413,473	2,266,535	2,229,148	2,254,376	2,194,377	2,374,890	957,632	24,903,669	754,696	25,658,365
Operating Cash Inflow (Outflow), exclusive of Depr.		(1,345,127)	(201,383)	(1,070,432)	14,466	227,264	(999,669)	770,131	(497,571)	211,962	631,530	(725,321)	339,146	(2,645,005)	3,778,456	1,133,450
6900	Depr.	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	1,069,508	-	1,069,508
Operating Cash Inflow (Outflow), inclusive of Depr.		(1,434,253)	(290,509)	(1,159,558)	(74,660)	138,139	(1,088,795)	681,005	(586,697)	122,837	542,404	(814,447)	250,020	(3,714,513)	3,778,456	63,942
Prior Year Revenue		1,496,949	665,311	665,311	665,311	665,311	1,386,064									
Prior Year Expenses		(11,745)														
Change in Deposits on record (Assets)		89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126	89,126			
Change in Fixed Assets																
Change in Accounts Receivable (current yr)																
Change in Accounts Payable (current yr)																
Prepays		-														
COVID-related Cash changes		1,510,766	(213,526)	(213,526)	(213,526)	(213,526)	(213,526)	(213,526)	(213,526)	(213,526)	(213,526)	(213,526)	(137,342)			
Other Balance Sheet changes		-														
Summerholdback for Teachers		(375,212)	97,527	93,947	93,947	93,947	93,947	93,947	93,947	93,947	93,947	93,947	(471,523)			
Ending Cash - Total in Primary Checking		3,759,375	4,107,303	3,582,602	4,142,799	4,915,795	5,182,610	5,833,161	5,216,011	5,308,394	5,820,344	4,975,443	4,705,724			
<i>Days of Cash on hand</i>		62	68	59	69	82	86	97	86	88	97	82	78			
<i>Days of Cash on hand (w/o PPP)</i>		21	27	18	28	40	45	56	45	47	55	41	37			
Additional Cash accounts																
Cash Reserve Account		250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000			
Ending Cash - Including Cash Reserve		4,009,375	4,357,303	3,832,602	4,392,799	5,165,795	5,432,610	6,083,161	5,466,011	5,558,394	6,070,344	5,225,443	4,955,724			
<i>Days of Cash on hand</i>		66	72	64	73	86	90	101	91	92	101	87	82			
Additional sources available																
Unused Line of Credit - FRB		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000			
Available Ending Cash		4,509,375	4,857,303	4,332,602	4,892,799	5,665,795	5,932,610	6,583,161	5,966,011	6,058,394	6,570,344	5,725,443	5,455,724			
<i>Days of Cash available</i>		64	69	62	70	81	84	94	85	86	93	81	78			

Lighthouse Community Public Schools (LCPS)
Balance Sheet
As of February 28, 2021

Financial Row	Apr
-	2021
ASSETS	
Current Assets	
Bank	
Total - 9120-LCCS - Cash in Bank - LCCS	3,962,656
Total Bank	3,962,656
Total Accounts Receivable	592,359
Other Current Asset	
Total Other Current Asset	37,972
Total Current Assets	4,592,987
Fixed Assets	
Total Fixed Assets	5,263,767
Total Other Assets	73,083
Total ASSETS	9,929,837
LIABILITIES & EQUITY	
Current Liabilities	
Total Accounts Payable	1,430
Total Credit Card	(11,306)
Total Other Current Liability, including Wages Payable ("Summer Holdback")	955,755
Total Current Liabilities	945,879
Long Term Liabilities	
Total - 9660 - Long Term Liabilities	2,473,600
Total Long Term Liabilities*	2,473,600
Equity	
With Donor Restriction	379,442
Retained Earnings	9,155,435
Net Income	(3,024,519)
Total Equity	6,510,358
Total LIABILITIES & EQUITY	9,929,837

* Paycheck Protection Program Loan

Lighthouse Community Public Schools
 Budget Vs. Forecast
 Site: LCPS Roll-up
 Version: Finance Committee - June 3, 2021

		Curr. Yr. FY21 LCPS Forecast	Year 2 FY22 LCPS Forecast	Year 3 FY23 LCPS Forecast	Year 4 FY24 LCPS Forecast
Summary					
Unrestricted					
Revenues					
8000	Local Control Funding Formula	14,741,211	16,883,092	18,228,760	19,670,152
8100	Federal Revenue	2,911,866	3,174,896	2,967,622	3,023,065
8300	Other State Revenues	2,967,556	4,347,922	3,212,293	3,288,634
8600	Local Revenues	965,928	827,205	982,584	983,502
8800	Fundraising and Grants	1,597,090	1,558,700	1,552,700	1,547,700
8800	Capital Campaign Fundraising				
	TOTAL	23,183,650	26,791,815	26,943,959	28,513,053
Expenses					
1-2000	Compensation	11,146,035	15,765,653	15,162,694	15,568,122
3000	Employee Benefits	2,485,704	3,262,178	3,385,860	3,612,678
4000	Books and Supplies	2,305,399	1,281,855	1,328,896	1,386,794
5000	Services & Other Operating Exp.	5,576,857	5,348,678	5,739,408	5,862,451
6000	Capital Outlay	500,000	500,000	500,000	500,000
	TOTAL	22,013,996	26,158,365	26,116,858	26,930,044
	Operating Income, before Depreciation	1,169,655	633,450	827,100	1,583,009
	<i>Operating Income, as a % of expenses</i>	5.3%	2.4%	3.2%	5.9%
6900	Depreciation Expense	1,089,988	1,069,508	1,069,508	1,069,508
	Change in Unrestricted Net Assets (inc. Depreciation)	79,666	(436,058)	(242,408)	513,501
Fund Balance					
	Projected Ending Balance	6,030,077	5,909,197	5,666,789	6,180,290
	<i>Ending Balance, as a % of Operating Expenses</i>	27%	23%	22%	23%
	Cash on Hand at June 30	2,488,944	4,705,724	6,657,739	8,240,748
	Days of Cash on Hand (inc. of PPP)	41	66	93	112

Lighthouse Community Public Schools
 Budget Vs. Forecast
 Site: LCPS Roll-up
 Version: Finance Committee - June 3, 2021

	Curr. Yr. FY21 LCPS Forecast	Year 2 FY22 LCPS Forecast	Year 3 FY23 LCPS Forecast	Year 4 FY24 LCPS Forecast
Student Enrollment				
Budgeted Enrollment (Minimum)				
K	104	104	104	104
1	104	104	104	104
2	108	104	102	102
3	108	104	102	102
4	108	104	102	102
5	112	104	102	102
6	136	156	156	156
7	145	156	156	156
8	145	156	156	156
9	152	162	162	162
10	86	162	162	162
11	70	75	150	150
12	60	70	70	140
Total	1,438	1,561	1,628	1,698
Enrollment Summary				
K-3	424	416	412	412
4-6	356	364	360	360
7-8	290	312	312	312
9-12	368	469	544	614
Total Enrolled	1,438	1,561	1,628	1,698
Attendance Percentage				
K-3	95.0%	94.0%	94.0%	94.0%
4-6	95.0%	94.0%	94.0%	94.0%
7-8	95.0%	94.0%	94.0%	94.0%
9-12	94.2%	94.0%	94.0%	94.0%
Average	94.8%	94.0%	94.0%	94.0%
ADA				
K-3	403	391	387	387
4-6	338	342	338	338
7-8	276	293	293	293
9-12	347	441	511	577
Total ADA	1,363	1,467	1,530	1,596
Demographic Information				
Enrollment (CBEDS)	1,438	1,561	1,628	1,698
FRL (#)	996	1,078	1,119	1,161
EL (#)	523	569	590	612
Unduplicated (#)	1,163	1,368	1,424	1,482
FRL (%)	69.3%	69.1%	68.7%	68.4%
EL (%)	36.4%	36.5%	36.2%	36.0%
Unduplicated (%)	80.9%	87.6%	87.5%	87.3%
Unduplicated (District %)	76.5%	76.5%	76%	76%
Prior year P2 ADA	1,321	1,363	1,467	1,530

Lighthouse Community Public Schools
 Budget Vs. Forecast
 Site: LCPS Roll-up
 Version: Finance Committee - June 3, 2021

		Curr. Yr. FY21 LCPS Forecast	Year 2 FY22 LCPS Forecast	Year 3 FY23 LCPS Forecast	Year 4 FY24 LCPS Forecast
Revenue Detail					
8000	Local Control Funding Formula				
8011	State Aid	9,304,825	11,212,748	12,544,316	13,972,548
8012	Education Protection Account	1,713,856	1,811,593	1,825,693	1,838,853
8096	Funding in Lieu of Property Taxes	3,722,530	3,858,751	3,858,751	3,858,751
	Subtotal	14,741,211	16,883,092	18,228,760	19,670,152
8100	Federal Revenue				
8290	Title Funding	2,300,811	2,443,559	2,196,990	2,219,313
8181	Special Education	172,749	185,487	201,352	209,995
8220	Child Nutrition	345,239	545,850	569,279	593,757
8100	Other Federal Revenues	93,067	-	-	-
	Subtotal	2,911,866	3,174,896	2,967,622	3,023,065
8300	Other State Revenues				
8381	Special Education	869,588	967,426	1,017,301	1,069,914
8300	All Other State Revenues	2,097,968	3,380,496	2,194,992	2,218,720
	Subtotal	2,967,556	4,347,922	3,212,293	3,288,634
8600	Local Revenues & Philanthropy				
	All Local	965,928	827,205	982,584	983,502
8800	Fundraising and Grants				
	All Philanthropy	1,597,090	1,558,700	1,552,700	1,547,700
8900	Other Inflow				
	All Transfers	-	-	-	-
Total Revenue		23,183,650	26,791,815	26,943,959	28,513,053

Lighthouse Community Public Schools
 Budget Vs. Forecast
 Site: LCPS Roll-up
 Version: Finance Committee - June 3, 2021

		Curr. Yr. FY21 LCPS Forecast	Year 2 FY22 LCPS Forecast	Year 3 FY23 LCPS Forecast	Year 4 FY24 LCPS Forecast
Expense Detail					
1000	Compensation: Certificated				
1100	Teacher Salaries	5,771,467	6,942,389	7,258,529	7,403,700
1300	Administrator Salaries	3,878,827	6,796,000	5,744,435	5,965,498
1400	Bonuses & Other Compensation	57,000	235,760	240,475	245,285
1900	Other Certificated Salaries	-	-	-	-
	Subtotal	9,707,295	13,974,149	13,243,440	13,614,483
2000	Compensation: Certificated				
2100	Instructional Aide Salaries	336,459	316,668	363,681	370,955
2900	Other Non-certificated Salaries	1,102,282	1,474,837	1,555,573	1,582,685
	Subtotal	1,438,741	1,791,505	1,919,254	1,953,639
	Total Compensation	11,146,035	15,765,653	15,162,694	15,568,122
3000	Employee Benefits				
3400	Health & Welfare Benefits	1,261,539	1,539,582	1,718,174	1,917,482
3000	Other Employee Benefits	1,224,165	1,722,596	1,667,687	1,695,196
	Subtotal	2,485,704	3,262,178	3,385,860	3,612,678
4000	Books and Supplies				
4100	Textbooks & Curriculum	59,310	66,832	72,771	78,672
4200	Books & Other Materials	134,967	44,171	47,320	50,572
4300	Materials and Supplies	718,909	314,263	330,874	344,863
4400	Noncapitalized Equipment	1,037,812	139,775	130,969	134,244
4700	Food	354,401	716,813	746,961	778,442
	Subtotal	2,305,399	1,281,855	1,328,896	1,386,794
5000	Services & Other Operating Exp.				
5100	Subagreements for Services	261,500	114,288	276,280	283,982
5200	Travel and Conferences	3,500	22,847	24,033	24,760
5300	Dues and Memberships	22,500	23,698	24,517	25,176
5400	Insurance	110,976	113,750	116,594	119,509
5500	Utilities	347,000	422,900	433,472	444,309
5600	Leases, Repairs, and Improvements	2,137,333	2,242,971	2,348,660	2,366,201
5800	Professional Services & Other Exp.	2,525,548	2,233,014	2,335,369	2,413,334
5900	Communications	168,500	175,212	180,483	185,179
	Subtotal	5,576,857	5,348,678	5,739,408	5,862,451
6000	Capital Outlay				
6900	Depreciation Expense	1,089,988	1,069,508	1,069,508	1,069,508
	Subtotal	1,089,988	1,069,508	1,069,508	1,069,508
7000	Other Outflow				
7281-7299	All Other Transfers	-	-	-	-
Total Expenses		22,603,984	26,727,873	26,686,366	27,499,552



PCSD 701 105th Ave LLC - Lighthouse Lodestar - Financing Summary

Acquisition; Phase 1 R₁ 5/1/2019

Project Financing & Re-Financing Summary

PHASE 1: ACQUISITION & ADAPTIVE REHABILITATION OF 2 EXISTING STRUCTURES

12/1/2017-8/31/18

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 3,480,000
Hard Costs	\$ 4,830,461	Lighthouse Capital Contribution	\$ 1,840,000
Soft Costs	\$ 1,319,696	Lighthouse - More Capital Needed	\$ -
Finance Costs	\$ 399,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ -
Contingency	\$ 10,873		\$ -
Total Project Costs	\$ 15,320,000	Total Sources	\$ 15,320,000

PHASE 2B: PERM BLDG

3/1/19-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ -	PCSD Capital Contribution	\$ 2,951,000
Hard Costs	\$ 11,388,890	Lighthouse Capital Contribution	\$ 2,861,500
Soft Costs	\$ 1,239,584	Lighthouse - Add'l Capital for Playground	\$ 94,000
Finance Costs	\$ 365,000	FRB - Loan Phase 1	\$ -
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 713,026		\$ -
Total Project Costs	\$ 13,706,500	Total Sources	\$ 13,706,500

SUMMARY - PROJECT INCEPTION THROUGH PERM BLDG

12/1/17-6/30/2020

USES		SOURCES	
Acquisition Costs	\$ 8,759,775	PCSD Capital Contribution	\$ 6,431,000
Hard Costs	\$ 16,219,351	Lighthouse Capital Contribution	\$ 4,701,500
Soft Costs	\$ 2,559,280	Lighthouse - More Capital Needed	\$ 94,000
Finance Costs	\$ 764,194	FRB - Loan Phase 1	\$ 10,000,000
Management Costs	\$ -	FRB - Loan Phase 2	\$ 7,800,000
Contingency	\$ 723,899	Other	\$ -
Budget Adjustment	\$ -	Reallocate Net Rental CF from LY2	\$ -
Total Project Costs	\$ 29,026,500	Total Sources	\$ 29,026,500

LH PURCHASE FROM PCSD

7/1/2024

USES		SOURCES	
Repay Acquisition Loan	\$ 10,000,000	PCSD - Credit for Net CF during lease	\$ 532,469
Repay Construction Loan	\$ 7,800,000	Credit for Loan #1 Amort. from rent	\$ 1,619,622
Repay PCSD Capital Contribution	\$ 6,431,000	Credit for Loan #2 Amort. from rent	\$ 827,917
Finance Costs	\$ 1,700,000	Lighthouse Capital Contribution	\$ 2,412,911
Management Costs	\$ -	New Loan	\$ 20,538,000
Contingency	\$ -		\$ -
Total Project Costs	\$ 25,931,000	Total Sources	\$ 25,930,919

(80.77)

Loan #1 Financing Terms:	LEASE YEAR (LY):						Totals
	1	2	3	4	5	6	
LY Start Date:	7/23/18	7/1/19	7/1/20	7/1/21	7/1/22	7/1/23	
LY End Date:	6/30/19	6/30/20	6/30/21	6/30/22	6/30/23	6/30/24	
Enrollment (from LH projections)	512	648	716	781	843	843	
Loan Principal	\$ 10,000,000						
Loan Closing Date	3/29/18						
Maturity Date	3/1/25						
Interest Rate	3.01%						
Amortization (Yrs)	24.82						
Term (Yrs)	6.92						
Estimated Payoff Date	6/30/24						
MS Enrollment	512	576	576	576	576	576	
HS Enrollment	0	72	140	205	267	267	
ADA (95%) (PCSD estimate)	486	616	680	742	801	801	
Difference to Max Capacity	331	195	127	62	0	0	
Annual Lease Payment from Rent/ADA	658,350	820,800	1,020,300	1,112,925	1,201,500	1,201,500	
	1,355	1,332	1,500	1,500	1,500	1,500	
CASH INFLOW							
Lease Income	\$ 619,415	\$ 820,800	\$ 1,020,300	\$ 1,112,925	\$ 1,201,500	\$ 1,201,500	\$ 5,976,440.32
Distribution from DSRF	n/a						\$ -
Subtotal - Cash Inflow	\$ 619,415	\$ 820,800	\$ 1,020,300	\$ 1,112,925	\$ 1,201,500	\$ 1,201,500	\$ 5,976,440.32
CASH OUTFLOW							
Loan #1 Debt Svc. - Int. Exp.	\$ 276,769	\$ 292,355	\$ 283,808	\$ 275,000	\$ 265,923	\$ 256,569	\$ 1,650,425.48
Loan #1 Debt Svc. - Princ. Amort.	\$ 157,853	\$ 280,066	\$ 288,614	\$ 297,422	\$ 306,499	\$ 315,853	\$ 1,646,307.08
Loan #2 Debt Svc. - Int. Exp.	\$ -	\$ -	\$ 233,013	\$ 226,870	\$ 219,820	\$ 212,556	\$ 892,258.61
Loan #2 Debt Svc. - Princ. Amort.	\$ -	\$ -	\$ 132,028	\$ 231,772	\$ 238,821	\$ 246,085	\$ 848,706.53
Rent for Temp Modulars	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PCSD Allowance for Mgmt Expens	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Op Exp / Phase 2 Costs	\$ 150,273	\$ 256,000	\$ -	\$ -	\$ -	\$ -	\$ 406,273
Subtotal - Cash Outflow	\$ 584,896	\$ 828,422	\$ 937,463	\$ 1,031,063	\$ 1,031,063	\$ 1,031,063	\$ 5,443,971.02
Net Cashflow	\$ 34,519	\$ (7,622)	\$ 82,837	\$ 81,862	\$ 170,437	\$ 170,437	\$ 532,469.30
DCR	1.08	0.99	1.09	1.08	1.17	1.17	
Cumulative DCR	1.08	1.03	1.06	1.06	1.09	1.11	

Refinancing:

Assumed Purchase Date:	6/30/24
Enrollment	843
ADA (95%)	801
S8740/ADA	\$ 1,050
Term (years)	35
Loan Balance	\$ 15,352,462
PCSD LLC Equity Payment	\$ 5,898,531
Refinancing Costs (8%)	\$ 1,700,000
Principal Refinance Amount	\$ 22,950,992
Additional School Contribution	\$ (2,412,911)
Total Refinance Amount	\$ 20,538,081

2024-25

Interest Rate	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%	7.0%
Annual Facility Expense:							
Debt Service	\$ 1,091,249	\$ 1,166,374	\$ 1,243,838	\$ 1,323,514	\$ 1,405,272	\$ 1,488,980	\$ 1,574,506
Total Debt + Lease Expense	\$ 1,091,249	\$ 1,166,374	\$ 1,243,838	\$ 1,323,514	\$ 1,405,272	\$ 1,488,980	\$ 1,574,506
Per ADA Pupil Expense	\$ 1,362	\$ 1,456	\$ 1,553	\$ 1,652	\$ 1,754	\$ 1,859	\$ 1,966
Per ADA Pupil Exp. (Post S8740)	\$ 341	\$ 406	\$ 503	\$ 602	\$ 704	\$ 809	\$ 916

Total LH Capital Needed:	\$ 7,208,411
Funded for Phase 1:	\$ 1,840,000
Fund for Ph. 2	\$ 2,955,500
Fund by 6/30/24 for purch.:	\$ 2,412,911



LCPS
701 105th Ave
Sources to Date

LCPS' Sources Required				Accounting of Sources				
Phase	Timing for initial contrib.	Timing for FINAL contrib.	Amount	Received		Pledged		Outstanding
PHASE 1	Dec. '17	Jan '18	1,840,000	Full Amt. Rec.	1,840,000	N/A		N/A
				Subtotal	1,840,000	Subtotal	-	Subtotal -
PHASE 2	May '19	Spring '20	3,005,500	RFF ('19)	500,000			
				SVCF	1,000,000			
				Beaver Foun.	250,000			
				Individuals	27,790			
				Irwin *	132,710			
				RFF ('20)	500,000			
				Valley	500,000			
				Fund for Future	95,000			
				Subtotal	3,005,500	Subtotal	-	Subtotal -
PHASE "3"	N/A	Spring '24	2,600,000	Irwin Remainder	117,290	RFF ('21)	500,000	Fully secured 0
				Beaver	250,000	RFF ('22)	500,000	
				Individuals	23,339	RFF ('23)	500,000	
						RFF ('24)	500,000	
						Pledge 1	90,000	
						Pledge 2	119,371	
				Subtotal	390,629	Subtotal	2,209,371	Subtotal 0
TOTALS			7,445,500	Subtotal	5,236,129	Subtotal	2,209,371	Subtotal 0
					70%		30%	0%

BYLAWS
OF
LIGHTHOUSE SUPPORT CORPORATION

ARTICLE I

OFFICES AND SEAL

Section 1. OFFICES. The principal office for the transaction of the activities and affairs of the corporation shall be at such location within the State of California as the Board of Directors (the “Board”) shall from time to time designate. The corporation may also have such other offices within the State of California as the Board may from time to time establish.

Section 2. CORPORATE SEAL. The corporation may adopt and use a corporate seal.

ARTICLE II

NON-MEMBERSHIP CORPORATION

The corporation shall not have members. Any action that would otherwise require approval of members shall require only approval of the Board.

ARTICLE III

BOARD OF DIRECTORS

Section 1. POWERS. The powers of the corporation shall be exercised, its property controlled and its activities and affairs conducted by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, management company, or committee provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. AUTHORIZED NUMBER AND QUALIFICATIONS. The authorized number of Directors shall be not less than three (3) and not more than seven (7), until changed by amendment to these Bylaws. The exact number of authorized Directors shall be fixed within these limits from time to time by Lighthouse Community Public Schools, a California nonprofit public benefit corporation (the “Designator”).

No more than 49 percent of the persons serving on the Board may be interested persons. A interested person is (a) any person currently being compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director, and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such a person. The provisions of this paragraph, however, shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 3. DESIGNATION AND TERM. The Designator shall designate the Directors of the corporation. Unless the Director dies or resigns, each Director shall hold office until removed or replaced.

Section 4. RESIGNATION. A Director may resign effective upon giving written notice to the Chair, the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. Except on notice to the Attorney General, no Director may resign if the corporation would be left without a duly elected Director in charge of its affairs..

Section 5. REMOVAL OF DIRECTORS. A Director may be removed at any time with or without cause by the Designator or by a majority vote of the Directors then in office with the written consent of the Designator.

Section 6. VACANCIES. A vacancy or vacancies on the Board shall be deemed to exist in the event of the death, resignation or removal of any Director, or, if the Board by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court, or who has been convicted of a felony, or who has been found by final order or judgment of any court to have breached a duty under Part 2, Chapter 2, Article 3 of the California Nonprofit Corporation Law, or if the authorized number of Directors is increased without the concurrent designation of Directors to fill the additional positions, or if the Designator fails to designate the authorized number of Directors.

In the event of any vacancy on the Board, the vacancy shall be filled by the Designator pursuant to Section 3 of this Article III.

Section 7. COMPENSATION. The Directors shall serve without compensation from the corporation for their services as Directors; provided, however, that the Directors may receive reimbursement of expenses actually incurred in connection with the performance of duties as Directors.

Section 8. MEETINGS.

(a) Place of Meetings. All meetings of the Board shall be held at the principal office of the corporation or at such other place as shall be determined from time to time by the Board.

(b) Regular Meetings. Annual and other regular meetings of the Board may be held, without call or notice, at the principal office of the corporation or at such other place as shall be determined by the Board, on such dates and at such times as the Board may, from time to time, fix.

(c) Special Meetings. Special meetings of the Board may be called by the Chair, the President or the Secretary or any two (2) Directors. Special meetings shall be held on four (4) days prior written notice by first-class mail, postage prepaid, or on forty-eight (48) hours' notice delivered personally or by telephone, including a voice messaging system, or by electronic transmission by the corporation. Notice of the special meeting need not be given to any Director who signs a waiver of notice or a written consent to the holding of the meeting or approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of such notice to such Director. All such waivers and

consents need not specify the purpose of the meeting but shall be filed with the corporate records or made a part of the minutes of the meetings.

(d) Quorum. A quorum of the Board for the transaction of business shall be the greater of a majority of the Directors then in office and one-fifth of the authorized Directors.

(e) Transactions of Board. An act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a different number, or the same number after disqualifying one or more Directors from voting, is required by law, by the Articles of Incorporation, or by these Bylaws, including but not limited to those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors; provided, however, that any meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the required quorum for such meeting.

(f) Conduct of Meetings. The Chair, or, in his or her absence, the Vice-Chair, if any, or, in his or her absence, any Director selected by the Directors present, shall preside at meetings of the Board. The Secretary of the corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as secretary and record the minutes of the meeting of the Board.

(g) Participation in Meeting. Directors may participate in a meeting through use of conference telephone or electronic video screen communication. Participation in a meeting through use of conference telephone or electronic video screen communication pursuant to this subsection constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another.

(h) Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time or place must be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

Section 9. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors individually or collectively consent in writing to that action and if, subject to subdivision (a) of Section 5224 California Corporations Code, the number of directors then in office constitutes a quorum. The written consent or consents shall be filed with the minutes of the proceedings of the Board. The action by written consent shall have the same force and effect as a unanimous vote of the Directors. For purposes of this Section 9 only, "all Directors" does not include an "interested director" as defined in subdivision (a) of Section 5233 of the California Corporations Code or a "common director" as described in subdivision (b) of Section 5234 of the California Corporations Code who abstains in writing from providing consent, where (1) the facts described in paragraph (2) or (3) of subdivision (d) of such Section 5233 are established or the provisions of paragraph (1) or (2) of subdivision (a) of such Section 5234 are satisfied, as appropriate, at or prior to execution of the written consent or consents, (2) the establishment of those facts or satisfaction of those provisions, as applicable, is included in

the written consent or consents executed by the noninterested or noncommon Directors or in other records of the corporation, and (3) the noninterested or noncommon Directors, as applicable, approve the action by a vote that is sufficient without counting the votes of the interested Directors or common Directors.

ARTICLE IV

COMMITTEES

Section 1. COMMITTEES GENERALLY. The Board may, by resolution adopted by a majority of the number of directors then in office, provided that a quorum is present, create one or more committees. Appointments to such committees shall be by a majority vote of the directors then in office. When such committees are composed solely of two (2) or more Directors, the Board may delegate to such committees any of the power and authority of the Board, except the power and authority to (i) approve any action that would have required approval of the members or approval of a majority of all members if the corporation had members, regardless of the fact that the corporation does not have members; (ii) fill vacancies on the Board or in any committee that has the authority of the Board; (iii) fix compensation of the Directors for serving on the Board or on any committee; (iv) amend or repeal these Bylaws or adopt new Bylaws; (v) amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable; (vi) appoint committees of the Board or the members thereof; (vii) expend corporate funds to support a nominee or applicant for Director; or (viii) approve of any self-dealing transaction except as provided by law. Committees that are composed solely of Directors and to which the powers of the Board are delegated shall at all times be subject to the control of the Board.

Section 2. MEETINGS OF COMMITTEES. Unless otherwise provided in these Bylaws, the Board, or if the Board does not act, the committees, shall establish rules and regulations for meetings generally conforming to those set forth in Article III hereof and shall meet at such times as are deemed necessary. Committees shall keep regular minutes of proceedings and report the same to the Board from time to time as the Board may require.

Section 3. STANDING AND SPECIAL COMMITTEES. The standing committees of the Board shall consist of an Audit Committee, if the appointment of an Audit Committee is required by paragraph (2) of subdivision (e) of Section 12586 of the Government Code or the Board elects to appoint an Audit Committee, and such other standing committees as the Board may authorize from time to time. Special committees may also be authorized by action of the Board. Any committee composed of persons one or more of whom are not Directors may act solely in an advisory capacity to the Board.

Section 4. AUDIT COMMITTEE. If the Board appoints an Audit Committee, the Audit Committee may include persons who are not members of the Board, but the member or members of the Audit Committee shall not include any members of the staff of the corporation, including the President and the Treasurer. If the corporation has a Finance Committee, members of the Finance Committee shall constitute less than one-half of the Audit Committee, and the chair of the Audit Committee may not be a member of the Finance Committee. Members of the Audit Committee shall not receive any compensation from the corporation and shall not have a material financial interest in any entity doing business with the corporation. Subject to the supervision of the

Board, the Audit Committee shall be responsible for recommending to the Board the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the Board. The Audit Committee shall confer with the auditor to satisfy its members that the financial affairs of the corporation are in order, shall review and determine whether to accept the audit, shall assure that any nonaudit services performed by the auditing firm conform with applicable standards for auditor independence, and shall approve performance of nonaudit services by the auditing firm. The Audit Committee may be part of the board of directors of the Designator.

Section 5. APPOINTMENT. The members of a committee shall be appointed by a majority vote of the Directors then in office.

Section 6. TERM OF OFFICE. Each member of a standing committee shall serve until the next annual meeting of the Board and until his or her successor is appointed, or until such committee is sooner terminated, or until he or she is removed, resigns, or otherwise ceases to qualify as a member of the committee.

Section 7. VACANCIES. Vacancies on any committee may be filled for the unexpired portion of the term in accordance with Section 5 of this Article IV.

Section 8. REMOVAL OF MEMBERS. The Board may remove, with or without cause, a member or members of any committee.

Section 9. QUORUM AND VOTING. A majority of the members of a committee shall constitute a quorum and any transaction of a committee shall require a majority vote of the members present at a meeting at which a quorum is present or be approved by the unanimous written consent of all members of the committee.

ARTICLE V

OFFICERS

Section 1. NUMBER AND TITLE OF OFFICERS. The officers of the corporation shall be a Chair, a President, a Secretary, a Chief Financial Officer (the "Treasurer"), and such other officers, with such titles and duties as shall be determined by the Board. Any number of offices may be held by the same person, except that no person serving as the Secretary or the Treasurer may serve concurrently as the Chair, the Vice-Chair, if any, or the President.

Section 2. ELECTION OF OFFICERS. The officers of the corporation shall be chosen by and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Officers need not be members of the Board except that the Chair and the Vice-Chair, if any, each must be a Director. Each officer shall hold office until removed or replaced. Officers shall be eligible for re-election without limitation on the number of terms they may serve.

Section 3. SUBORDINATE OFFICERS; ASSISTANTS. The Board may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine. The Board may authorize one or more officers of the corporation to appoint subordinate officers of the corporation.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Any officer may be removed at any time, either with or without cause, by the vote of the Board. Any officer may resign (without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party) at any time by giving written notice to the corporation. Any resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of any resignation shall not be necessary to make it effective.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for election or appointment to that office.

Section 6. CHAIR. The Chair shall be selected from the Directors and shall, if present, preside at all meetings of the Board. The Chair shall exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or prescribed by the Bylaws.

Section 7. VICE-CHAIR. The Board may appoint a Vice-Chair. The Vice-Chair, if any, shall be selected from the Directors and shall perform the duties and exercise the authority of the Chair in the event of the Chair's absence. The Vice-Chair, if any, shall also perform such other duties as are assigned by the Board.

Section 8. PRESIDENT. Subject to the control of the Board, the President shall be the chief executive officer and general manager of the corporation and shall have general supervision, direction and control of the business and officers of the corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Board, any powers or duties vested in the President may be delegated by him or her to such subordinates as he or she may choose.

Section 9. SECRETARY. The Secretary shall keep or cause to be kept at the principal executive office or at such other place as the Board may direct, a book of minutes of all meetings and actions of the Board and committees of Directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at Directors' meetings or committee meetings and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all meetings of the Board required by these Bylaws or by law to be given, he or she shall keep the seal of the corporation, if the corporation shall adopt one, in safe custody, and he or she shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 10. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts or disbursements. The books of account shall at all reasonable times be open to inspection by any Director.

The Treasurer shall deposit or cause to be deposited all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board and shall have the authority to execute and affix the endorsement of the corporation upon any negotiable instrument for the purpose of making any such deposit. He or she shall render to the

Board, whenever it requests it, an account of all of his or her transactions as Treasurer and of the financial condition of the corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 11. APPROVAL OF COMPENSATION. The Board or an authorized committee of the Board shall review and approve the compensation, including benefits, of the President and the Treasurer to assure that it is just and reasonable. This review and approval shall occur initially upon the hiring of the officer, whenever the term of employment, if any, of the officer is renewed or extended, and whenever the officer's compensation is modified. Separate review and approval shall not be required if a modification of compensation extends to substantially all employees.

The Board may review and approve the compensation, including benefits, of all officers of the corporation and other persons to ensure that no taxes are imposed under Section 4958 of the Internal Revenue Code of 1986, as amended.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 1. INDEMNIFICATION. The corporation shall, to the maximum extent permitted by the California Nonprofit Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation. For purposes of this Article VI, an "agent" of the corporation means any person who is or was a Director, officer, or employee of the corporation, or any such person who is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

Section 2. INSURANCE. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this Article VI.

ARTICLE VII

CORPORATE RECORDS AND REPORTS

Section 1. CORPORATE RECORDS. The corporation shall keep adequate and correct books and records of account and minutes of the proceedings of its Board and committees of the Board. The minutes shall be kept in written form. Other books and records shall be kept in either written form or in any other form capable of being converted into written form.

Section 2. INSPECTION. Each Director shall have the absolute right to inspect at any reasonable time all books, records and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. Any inspection by a Director may be made in

person or by an agent or attorney and the right of inspection includes the right to copy and makes extracts of documents.

Section 3. ANNUAL REPORT. The Board shall cause an annual report to be sent to each Director not later than one hundred twenty (120) days after the close of the corporation's fiscal year. That report shall contain in appropriate detail the following:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes, during the fiscal year; and
- (e) Any information required by Section 4 of this Article VII.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation. The report shall be prepared, audited, and made available in the manner required by paragraph (1) of subdivision (e) of Section 12586 of the Government Code, if applicable.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross revenues or receipts during the fiscal year; provided, however, that a report with the information required above for inclusion in an annual report must be furnished annually to all Directors.

Section 4. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATION. The corporation shall furnish annually to each Director a statement of any transaction or indemnification described in California Corporations Code Section 6322, if such transaction or indemnification took place. Such annual statement shall be affixed to and sent with the annual report described in Section 3 of this Article VII.

ARTICLE VIII

GENERAL CORPORATE MATTERS

Section 1. VOTING OF SHARES OF OTHER ORGANIZATIONS. The corporation may vote any and all shares of stock or other voting interests held by it in any other organization by such officer, agent, or proxy as the Board may appoint, or in default of any such appointment by the President or the Treasurer and, in such case, such officers, or any of them, may likewise appoint a proxy to vote such shares or other voting interests.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts or other orders for payment of money or notes or other evidences of indebtedness shall be issued or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board.

Section 3. CORPORATE CONTRACTS, ETC., HOW EXECUTED. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers or agent or agents in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances, and, unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

ARTICLE IX

AMENDMENTS

Section 1. AMENDMENT. These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by the Board, but only with the written consent of the Designator.

ARTICLE X

DISSOLUTION OR SUSPENSION OF DESIGNATOR

Section 1 DISSOLUTION OR SUSPENSION OF DESIGNATOR. If the Designator is dissolved or if the Designator is suspended and such suspension continues for more than six months, or if the Designator renounces its rights and powers under these Bylaws, thereafter all rights and powers of the Designator under these Bylaws shall be exercised by the Board, and any action that would otherwise require approval or consent of the Designator shall require only approval of the Board.

Certificate of Secretary

The undersigned Secretary of _____ (the "Corporation"), a California nonprofit public benefit corporation, certifies that the foregoing is a true and correct copy of the Bylaws for the Corporation [adopted by the incorporator of the Corporation on _____ and] adopted and approved on _____, ____ by [the majority vote of the directors of the Corporation present at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, and while a quorum was present] [by the unanimous written consent of the members of the board of directors of the Corporation then in office, in compliance with the bylaws of the Corporation].

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this ____ day of _____ 20__.

Secretary

MUSICK PEELER

MEMORANDUM

DATE: September 15, 2016

TO: CHARTER SCHOOL LEADERS

FROM: BRIAN L. HOLMAN

RE: FORMATION, TAX EXEMPTION AND REPORTING TIMELINES FOR
NONPROFIT CORPORATIONS AND LIMITED LIABILITY COMPANIES

This Memorandum discusses the formation and taxation of, and certain reporting requirements applicable to, California nonprofit public benefit corporations formed to manage, operate or support charter schools and to single-member limited liability companies formed to hold title to real property leased to charter schools.

Charter School, Corporate Charter Management Organization, or Supporting Corporation

Formation

A California nonprofit public benefit corporation may be formed to operate as a stand-alone charter school, to operate as a charter management organization including the operation of one or more charter schools within the same legal entity, to operate as a stand-alone charter management organization, to operate as a charter school under the management of a separate charter management organization, and/or to operate in support of one or more nonprofit corporations involved in charter school management or operations.

As the first step in forming such a corporation, the sponsor of the corporation (who may be the incorporator) must identify the incorporator and the initial agent for service of process for the corporation.

To form the corporation, the incorporator files Articles of Incorporation for a California nonprofit public benefit corporation with the California Secretary of State designating the charitable purpose of the corporation, an agent for service of process, and the disposition of the corporation's assets upon dissolution.

The incorporator thereafter executes a certificate appointing the initial members of the Board of Directors and, if desired, adopting Bylaws for the corporation. The incorporator resigns effective

upon the taking of office by the directors of the corporation. A copy of the certificate of the incorporator should be kept in the corporate records of the corporation.

At its first meeting or by unanimous written consent, the Board of Directors should adopt an organizational resolution ratifying the Articles of Incorporation, confirming the agent for service of process, ratifying or adopting the Bylaws of the corporation, appointing officers, adopting a fiscal year, adopting a conflict of interest policy, and otherwise providing for the organization and operation of the corporation. The Bylaws should specify whether the corporation has members and, if so, who will be the members of the corporation.

Taxation and Information Returns

The corporation should file an IRS Form SS-4 Application for Employer Identification Number with the IRS.

Annually, between January 1 and February 15 of each year, if the corporation owns or leases real property exclusively used as a public school and wishes to claim the “school” exemption from property tax, the corporation should file a California Form BOE-268-A Owner’s or Lessee’s Public School Exemption for Property Used Exclusively by a Public School or California Form BOE-263 Lessor’s Exemption Claim for Property Used Exclusively for Public Schools with the applicable county assessor(s).

Within 27 months of the end of the month in which the corporation was incorporated, the corporation should file an IRS Form 1023 Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code (a “Form 1023”) with the IRS in order to obtain a determination that the corporation is exempt from federal income tax. A copy of the form must be kept and made available for public inspection.

Annually, on or before the 15th day of the fifth month following the close of the corporation’s fiscal year, the corporation must file IRS Form 990 Return of Organization Exempt From Income Tax Form Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code with the IRS. A copy of the form must be kept and made available for public inspection.

If the corporation fails to apply for or to obtain recognition of exemption from federal income tax, the corporation must pay federal income tax, including estimated tax, and file federal income tax returns as would a corporation organized for profit.

The corporation may elect to wait for receipt of an IRS determination letter confirming the corporation’s federal tax-exempt status before seeking determination of tax-exempt status under California law. If the corporation so elects, upon receipt of an IRS determination letter confirming federal tax-exempt status, the corporation should file a California Form 3500A Submission of Exemption Request with the California Franchise Tax Board in order to obtain a determination that the corporation is exempt from California income tax.

The IRS is taking a long time to process Form 1023 applications. The corporation may elect not to wait for an IRS determination letter confirming the corporation’s federal tax-exempt status before seeking determination of tax-exempt status under California law. If the corporation so elects, the corporation should file a California Form 3500 Exemption Application with the California

Franchise Tax Board in order to obtain a determination that the corporation is exempt from California income tax.

If the corporation has obtained exemption from California income tax, annually, on or before the 15th day of the fifth month following the close of the corporation's fiscal year, if the gross receipts (as determined for reporting purposes) of the corporation exceed \$50,000, the corporation must file a California Form 199 California Exempt Organization Information Return with the California Franchise Tax Board. If the gross receipts (as determined for reporting purposes) of the corporation are less than \$50,000, the corporation must file a California Form 199N California e-Postcard with the California Franchise Tax Board by the 15th day of the fifth month following the close of the corporation's fiscal year.

If the corporation has obtained exemption from California income tax, annually, on or before the 15th day of the fifth month following the close of the corporation's fiscal year, if the corporation has unrelated business taxable income (as determined for reporting purposes) in excess of \$1,000, the corporation must file a California Form 109 California Exempt Organization Business Income Tax Return with the California Franchise Tax Board.

Until the corporation obtains exemption from California income tax, the corporation must pay California income tax, including estimated tax due quarterly on April 15, June 15, September 15, and December 15 and payable electronically or with California Form 100-ES Corporation Estimated Tax, and file income tax returns on California Form 100 California Corporation Franchise or Income Tax Return on or before the 15th day of the third month after the close of each fiscal year as would a corporation organized for profit. If the corporation subsequently obtains exemption, the tax-exempt status may be retroactive to years that the corporation can prove it satisfied the exemption, and the corporation may be entitled to a refund of California income tax paid (other than with respect to unrelated business taxable income).

Other Matters

Within 30 days of initially receiving assets (including those of subsidiaries consolidated for reporting purposes), unless the corporation is organized and operated primarily as an educational institution, the corporation must file California Form CT-1 with the California Attorney General.

Within 90 days of incorporation, and biennially thereafter, the corporation must file California Form SI-100 Statement of Information (Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations) with the California Secretary of State.

Annually, on or before the 15th day of the fourth month following the close of the corporation's fiscal year, unless the corporation is organized and operated primarily as an educational institution or has no assets (including those of subsidiaries consolidated for reporting purposes), the corporation must file California Form RRF-1 Annual Registration Renewal Fee Report to Attorney General of California with the California Attorney General.

Annually, unless the corporation is organized and operated primarily as an educational institution, if the corporation has annual gross revenues (including those of subsidiaries consolidated for reporting purposes) in excess of \$2 million, the corporation must prepare annual financial

statements using generally accepted accounting principles that are audited by an independent certified public accountant in conformity with generally accepted auditing standards.

Unless the corporation is organized and operated primarily as an educational institution, any audited financial statements prepared by the corporation shall be made available for inspection by the Attorney General and by members of the public no later than nine months after the close of the fiscal year to which the statements relate. The corporation must make its annual audited financial statements available to the public in the same manner that is prescribed for IRS Form 990 by the latest revision of Section 6104 (d) of the Internal Revenue Code and associated regulations.

Unless the corporation is organized and operated primarily as an educational institution, if the corporation has annual gross revenues (as determined for reporting purposes) in excess of \$2 million, the corporation's Board of Directors must appoint an audit committee. The audit committee shall be responsible for recommending to the board of directors the retention and termination of the independent auditor and may negotiate the independent auditor's compensation, on behalf of the board of directors. The audit committee shall confer with the auditor to satisfy its members that the financial affairs of the corporation are in order, shall review and determine whether to accept the audit, shall assure that any nonaudit services performed by the auditing firm conform with standards for auditor independence referred to in paragraph (1), and shall approve performance of nonaudit services by the auditing firm. If the corporation is under the control of another corporation, the audit committee may be part of the board of directors of the controlling corporation.

Single Member Title-Holding Limited Liability Company

Formation

A California limited liability company may be formed as a single-member "title-holding company," which means that the company is organized for the exclusive purpose of holding title to property, collecting income therefrom, and turning over the entire amount thereof, less expenses, to a single organization that itself is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

As the first step in forming such a limited liability company, the sponsor of the company (usually the person that will be the member) must identify the organizer and the initial agent for service of process.

To form the limited liability company, the organizer files Articles of Organization for a California limited liability company with the California Secretary of State designating an agent for service of process, describing the title-holding purpose of the company, and containing provisions qualifying the company for exemption from California limited liability company taxes and fees.

The member should execute an Operating Agreement for the company that specifies the title-holding purpose of the company and requires the company to turn over the entire amount of its income, less expenses, to the member.

Taxation

Annually, between January 1 and February 15 of each year, if the company owns or leases real property exclusively used as a public school and wishes to claim the “school” exemption from property tax (which it need not do if the lessee will be filing a claim for the “school” exemption), the company should file a California Form BOE-263 Lessor’s Exemption Claim for Property Used Exclusively for Public Schools with the applicable county assessor(s).

For income tax purposes, a limited liability company may elect to be classified as an association taxable as a corporation. This Memorandum assumes that the company has not so elected. In the absence of such an election, the company’s income and expenses should be included in the income tax returns or information returns filed by the company’s member.

The company should file a California Form 3500 Exemption Application with the California Franchise Tax Board. The Form 3500 should be filed after the company’s member has received an IRS or FTB determination letter approving the member’s tax-exempt status or concurrently with or after the filing of the member’s application to the FTB for determination of the member’s tax-exempt status.

If the company has obtained exemption from California limited liability taxes and fees, annually, on or before the 15th day of the fifth month following the close of the company’s fiscal year, if the gross receipts (as determined for reporting purposes) of the company exceed \$50,000, the company must file a California Form 199 California Exempt Organization Information Return with the California Franchise Tax Board. If the gross receipts (as determined for reporting purposes) of the company are less than \$50,000, the company must file a California Form 199N California e-Postcard with the California Franchise Tax Board by the 15th day of the fifth month following the close of the corporation’s fiscal year.

If the company has obtained exemption from California limited liability taxes and fees, annually, on or before the 15th day of the fifth month following the close of the company’s fiscal year, if the company has unrelated business taxable income in excess of \$1,000, the company must file a California Form 109 California Exempt Organization Business Income Tax Return with the California Franchise Tax Board.

Until the company obtains exemption from California limited liability taxes and fees, the company must pay California limited liability company taxes and fees, including estimated fees due on or before the 15th day of the sixth month of each fiscal year reportable on California Form FTB 3536 Estimated Fees for LLCs, and file returns for such taxes and fees on California Form 568 Limited Liability Company Return of Income on or before the 15th day of the fourth month after the close of each fiscal year as would a non-exempt limited liability company. If the company subsequently obtains exemption, the tax-exempt status may be retroactive to years that the company can prove it satisfied the exemption, and the company may be entitled to a refund of California limited liability company taxes and fees paid.

Other Matters

Within 90 days of organization, and biennially thereafter, the company must file a California Form LLC-12 Statement of Information (Limited Liability Company) with the California Secretary of State.

THIS MEMORANDUM DOES NOT DISCUSS TAX PAYMENTS OR TAX RETURNS, SUCH AS FOR GROSS RECEIPTS TAXES, PAYROLL TAXES, SALES TAXES, UNSECURED PROPERTY TAXES, ETC., THAT MAY ARISE OR BECOME DUE AS A RESULT OF BUSINESS ACTIVITIES OR OPERATIONS.

THIS MEMORANDUM DOES NOT CONSTITUTE TAX ADVICE.

MUSICK PEELER

MEMORANDUM

ATTORNEY-CLIENT AND WORK PRODUCT PRIVILEGE

DATE: May 2, 2016
TO: CHARTER SCHOOL LEADERS
FROM: BRIAN L. HOLMAN
RE: STRUCTURING REAL PROPERTY ACQUISITIONS FOR SB 740 PURPOSES

Many charter schools seek to acquire the more permanent use of charter school facilities through property acquisition or a long term lease. This Memorandum discusses the creation of a corporate structure to accomplish a charter school facility acquisition transaction in a manner that may be more beneficial to the charter school than the school's obtaining outright ownership of the charter school facility.

Under the Charter School Facility Grant Program, colloquially referred to as "SB 740," an eligible California charter school may receive annual grants from the State of California to reimburse the school for up to 75% of the school's cost of leasing school facilities. This program creates an incentive for charter schools to satisfy their facility needs through lease structures rather than through direct ownership of facilities. By leasing a school facility for rent approximately equal to the debt service the school would pay if the school owned the facility itself, the school can reduce its net occupancy costs (inclusive of debt service) for the facility by up to 75%.

Even if a charter school does not qualify for SB 740 rent reimbursement, the school may prefer to have a separate, affiliated organization own a charter school facility and lease the facility to the school in order to protect the ownership interest in the facility from liabilities arising from the operation of the school and in order to preserve the property for the benefit of a replacement charter school if the charter for the original charter school tenant is revoked or non-renewed.

Organizations that acquire commercial real estate for lease to others often create as subsidiaries single-member limited liability companies to hold their real property interests. The use of a limited liability company to hold real property can insulate the parent organization from liability arising from the ownership of the real property, such as a liability for environmental contamination of the property or an uninsured liability arising from an accident occurring on the property.

Many lenders of commercial real estate loans prefer that their borrowers be special purpose limited liability companies that own and lease only the financed real property and conduct no other business activities. The single purpose limited liability company is deemed "bankruptcy remote," as it does not own other property or conduct other operations that could lead to financial distress, and its creditors are few.

For all the foregoing reasons, we often recommend that, where a charter school proposes to acquire the use of a school facility and desires to create a lease structure to create eligibility for SB 740 rent reimbursement, the charter school should take the following steps:

1. Create a California nonprofit public benefit corporation as a “supporting corporation” for the benefit of the charter school. The school will control the supporting corporation by holding the power to designate and remove the directors of the supporting corporation. Assuming that the charter school is a tax exempt organization under section 501(c)(3) of the Internal Revenue Code, the supporting corporation will qualify for tax exemption under section 501(c)(3) as a supporting corporation.
2. Create a single member limited liability company (LLC) that will be solely owned and managed by the supporting corporation. For federal and state income tax purposes, the LLC will be disregarded as separate from the supporting corporation. For federal and state income tax purposes, the LLC will be treated as an operating division of the supporting corporation. Thus, for federal income tax purposes, the LLC will in fact itself be a 501(c)(3) tax-exempt organization.
3. Have the LLC acquire title to and develop the school facility and lease the facility to the charter school, thereby creating the lease structure requisite for SB 740 rent reimbursement. The lease will be structured as a triple net operating lease and provide that the rent payments under the lease are just sufficient to pay the LLC’s debt service and operating costs (minimal, mostly accounting and reporting). Under this structure, the charter school’s occupancy costs (inclusive of debt service) will remain approximately the same as if the school owned the property itself; the only significant difference is that the payments that otherwise would go to a lender for debt service instead are paid as rent to the LLC. But the charter school now may receive additional revenue, from the SB 740 grant program, of up to 75% of its rent payments, making the charter school much stronger financially.
4. To avoid actual and perceived conflicts of interest, the charter school should designate persons who are loyal to the mission of the charter school but who are not officers, directors or employees of the charter school (or their relatives) to serve as the directors of the supporting corporation, and the directors of the supporting corporation should serve as the officers of the supporting corporation and the LLC or appoint as officers of the supporting corporation and the LLC other persons who are loyal to the mission of the charter school but who are not officers, directors or employees of the charter school (or their relatives).

We expect that the LLC will obtain most of its capital for the property acquisition from a third party lender. To the extent the LLC requires additional capital, the charter school may need to make loans or grants to the LLC. We believe that that any such loans or grants would be in furtherance of the charter school’s charitable purposes and would be an appropriate use of its corporate funds. Some charter school authorizers, however, may object to any grant of funds by the charter school to the LLC, even if the overall transaction reduces the charter school’s net occupancy costs.

We have implemented the foregoing corporate structure for many of our charter school clients. The corporate structure is well-recognized in the charter school finance community, including by the California School Finance Authority (“CSFA”). CSFA operates the SB 740 program and has served as a

conduit issuer of hundreds of millions of bonds issued to finance the acquisition and development of charter school facilities by LLCs formed to hold and lease the facilities as described above.

We have seen and sometimes implemented other corporate structures designed to create eligibility for SB 740 rent reimbursement. We have seen structures in which the LLC is owned and managed by a charter school affiliate that is not under the control of the charter school, such as an affiliated CMO that controls the charter school or a charitable organization that neither controls nor is controlled by the charter school but is affiliated with the school in some other manner. These structures can work equally well for SB 740 purposes, but a charter school may be reluctant to make loans or grants to an organization that the school does not control. For tax and other reasons, we generally recommend that such other structures be used only if they will serve purposes in addition to acquiring and holding real property for use by the charter school.

We also have seen a structure in which the charter school itself is the sole member and manager of the LLC. This structure presently seems to work for SB 740 purposes for some charter schools, but we believe that such a structure exposes the charter school to the risk of denial of SB 740 rent reimbursement in the future. An argument can be made that, in this structure, the charter school retains the economic benefit of ownership of the real property, and therefore the charter school is essentially leasing the property from itself and should not receive rent reimbursement.

LCPS

Education Protection Account (EPA) Spending Determination*

Education Protection Account (Object Code 8012, Resource Code 1400-0)

	Object Codes	Lighthouse K-8	Lighthouse 9-12	Lodestar	TOTAL
Actuals: July 1, 2020 - June 30, 2021					
Amount Available for this Fiscal Year					
Education Protection Account	8012	940,365	654,112	119,380	1,713,857
Expenditures					
Certificated Salaries	1000				
Teacher Salaries	1100	940,365	654,112	119,380	1,713,857
Administrator Salaries	1300	-	-	-	-
Classified Salaries	2000	-	-	-	-
Employee Benefits	3000	-	-	-	-
Books and Supplies	4000	-	-	-	-
Services and Other Operating Expenses	5000	-	-	-	-
Capital Outlay	6000	-	-	-	-
Total Expenditures		940,365	654,112	119,380	1,713,857
Budgeted: July 1, 2021 - June 30, 2022					
Amount Available for this Fiscal Year					
Education Protection Account	8012	1,005,773	672,716	133,104	1,811,593
Expenditures					
Certificated Salaries	1000				
Teacher Salaries	1100	1,005,773	672,716	133,104	1,811,593
Administrator Salaries	1300	-	-	-	-
Classified Salaries	2000	-	-	-	-
Employee Benefits	3000	-	-	-	-
Books and Supplies	4000	-	-	-	-
Services and Other Operating Expenses	5000	-	-	-	-
Capital Outlay	6000	-	-	-	-
Total Expenditures		1,005,773	672,716	133,104	1,811,593

*Estimated EPA Spending based on FCMAT Calculators, as of: 5/28/2021
 Final amounts and expenses may be different than stated. Per Proposition 30, EPA funds may not be used for salaries or benefits of administrators or any other administrative costs.



Resolution No. 2021_06_09-a

THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters of California approved Proposition 30 on November 6, 2012; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within 10 days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Lighthouse Community Public Schools; and

2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of Lighthouse Community Public Schools has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Governing Board of the Lighthouse Community Public Schools on this 9th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Chair of the Board of Directors
Lighthouse Community Public Schools



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

To the Board and Management of
Lighthouse Community Public Schools

We are engaged to audit the financial statements of Lighthouse Community Public Schools as of and for the year ended June 30, 2021. Professional standards require that we communicate to you the following information related to our audit. We ask that if you have any questions or need clarification you email either Wade.McMullen@claconnect.com, Derrick.Debruyne@claconnect.com or Lili.Huang@claconnect.com, since a two-way dialogue can provide valuable information for the audit process.

Timelines and Deadlines

Audit reports must be filed with the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by **December 15th** of each year.

We request that basic financial information (**trial balance and general ledger as of June 30, 2021 and general ledger for the next fiscal year**) be transmitted to us no later than **October 1st**.

In order to file the report on or before the December 15 state deadline, **all audit information requests made prior to October 25th should be received no later than October 31st**. This will allow us the time needed to complete the audit and submit our working-papers to our national assurance quality control team.

If a *significant amount* of the audit information requests are not received by the specified date, we will send a letter to Board and Management specifying the extent of outstanding information and possibly recommend notifying Lighthouse Community Public Schools' authorizer that an audit report filing extension to **January 15th** is needed. The decision to apply for this extension is solely the responsibility of Lighthouse Community Public Schools' Board and Management.

Our responsibility under Auditing Standards Generally Accepted in the United States of America

Our responsibilities, as described by professional standards, are as follows:

- Forming and expressing an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.
- Considering, as part of planning and performing our audit, the entity's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.
- Planning and performing the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements as a whole are free from material misstatement.
- Performing, as part of obtaining reasonable assurance about whether the entity's financial statements are free of material misstatement, tests of the entity's compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit.

- Communicating significant matters related to the financial statement audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.
- Communicating matters required by law, regulation, agreement, or other requirements.
- Communicating any matters relevant to compliance with the *California State K-12 Audit Guide*.

Our audit of the financial statements does not relieve you or management of your responsibilities.

We gave significant consideration to assisting management with the preparation of the financial statements to be provided, which may reasonably be thought to bear on independence, in reaching the conclusion that independence has not been impaired.

Our responsibility for other supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the information to determine whether the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document. Our responsibility for other information in documents containing the entity's financial statements and our auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in such documents. We are required by professional standards to read the other information in order to identify material inconsistencies between the audited financial statements and the other information because the credibility of the audited financial statements and our report may be undermined by material inconsistencies between the audited financial statements and other information.

Planned scope and timing of the audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit of the financial statements will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit.

However, some matters may be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Our responsibility under Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

If we determine that Lighthouse Community Public Schools have expended more than \$750,000 in federal funds during the course of the year being audited, the additional following responsibilities apply:

Our responsibilities, as described by professional standards, are as follows:

- Considering internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- Examining, in accordance with the Uniform Guidance on a test basis, evidence about the entity's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Compliance Supplement" applicable to each of its major federal programs for the purpose of expressing an opinion on the entity's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the entity's compliance with those requirements.

Our responsibility for the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the SEFA in relation to the financial statements as a whole and to report on whether the SEFA is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the SEFA to determine whether the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We expect to begin our audit in the Spring and issue our report no later than December 15th.

Other planning matters

Recognizing the importance of two-way communication, we encourage you to provide us with information you consider relevant to the audit. This may include, but is not limited to, the following items:

- Your views about the following matters:
 - The appropriate person(s) in the entity's governance structure with whom we should communicate.
 - The allocation of responsibilities between those charged with governance and management.

- The entity's objectives and strategies and the related business risks that may result in material misstatements.
- Matters you believe warrant particular attention during the audit and any areas for which you request additional procedures to be undertaken.
- Significant communications with regulators.
- Other matters you believe are relevant to the audit of the financial statements.
- The attitudes, awareness, and actions of those charged with governance concerning (a) the entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control, and (b) the detection or the possibility of fraud.
- The actions of those charged with governance in response to developments in law, accounting standards, corporate governance practices, and other related matters.
- The actions of those charged with governance in response to previous communications with the auditor.
- Your understanding of the risks of fraud and the controls in place to prevent and detect fraud, including your views on the following matters:
 - The “tone at the top” conveyed by management.
 - The risk that the entity’s financial statements or schedule of expenditures of federal awards might be materially misstated due to fraud.
 - Programs and controls that the entity has established to mitigate identified fraud risks or that otherwise help to prevent, deter, and detect fraud.
 - How and how often you review the entity’s policies on fraud prevention and detection.
 - If a fraud hotline is in place, how it is monitored and how you are notified of allegations or concerns.
 - How you exercise oversight of management’s processes for identifying and responding to the risks of fraud and the programs and controls management has established to mitigate those risks.
 - The risks of fraud at the entity, including any specific fraud risks the entity has identified or account balances, classes of transactions, or disclosures for which a risk of fraud may be likely to exist.
 - Examples of fraud-related discussions management has had with you.
 - Any actual or suspected fraud affecting the entity or its federal award programs that you are aware of, including measures taken to address the fraud.

- Any allegations of fraud (e.g., received in communications from employees, former employees, analysts, regulators, grantors, or others) that you are aware of.
- Any knowledge of possible or actual policy violations or abuses of broad programs and controls occurring during the period being audited or the subsequent period.
- Any accounting policies or procedures applied to smooth earnings, meet debt covenants, minimize taxes, or achieve budget, bonus, or other financial targets that you are aware of; and whether you are aware of any accounting policies that you consider aggressive.
- How you oversee the entity's (1) compliance with laws, regulations, and provisions of contracts and grant agreements (2) policies relative to the prevention of noncompliance and illegal acts, and (3) use of directives (for example, a code of ethics) and periodic representations obtained from management-level employees about compliance with laws, regulations, and provisions of contracts and grant agreements.
- Whether you are aware of any noncompliance with laws, regulations, contracts, and grant agreements, including measures taken to address the noncompliance.
- If the entity uses a service organization, your knowledge of any fraud, noncompliance, or uncorrected misstatements affecting the entity's financial statements or federal award programs reported by the service organization or otherwise known to you.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of Lighthouse Community Public Schools and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

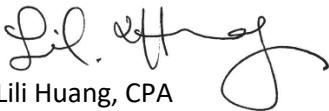
CliftonLarsonAllen LLP



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Check Register

Lighthouse Community Public Schools
March
2021



Vendor	Check Number	Check Date	Description	Check Amount
Aeries Software	73316	3/5/2021	Aeries Training	1,500.00
Canary Portland	73317	3/5/2021	HR swag	2,981.06
Carbon Lighthouse, Inc.,	73318	3/5/2021	Energy Services	3,700.00
CDW Government	73319	3/5/2021	P.O 2020-0059	17,580.00
Cogent Solutions & Supplies	73320	3/5/2021	CUSTODIAN SUPPLIES	674.02
Education Week	73321	3/5/2021	TopSchoolJobs Unlimited Job Postings and Wrapping, 2/18/21-2/17/22	2,050.00
Charles Vollmar	73322	3/5/2021	Meal delivery	390.00
GMD Linguistics	73323	3/5/2021	IEP translation	1,890.00
Kone Inc.	73324	3/5/2021	Maintenance Period: 03/01/2021 - 03/31/2021	260.01
Maxim Healthcare Staffing Services, Inc.	73325	3/5/2021	Staff support	9,808.65
Nob Hill Catering, Inc.	73326	3/5/2021	School lunch	18,340.00
Quality First Services, Inc	73327	3/5/2021	Janitorial service	595.00
Swing Education	73328	3/5/2021	Substitute Services	3,920.00
The Achievement Network LTD	73329	3/5/2021	For 2020-2021 System and School-Level Partnerships with LCPS	10,850.00
Reach Institute for School Leadership	73330	3/5/2021	2020-21 Induction Programs - Admin Induction	5,000.00
MIC Wright Specialty	73331	3/5/2021	As of: 2/28/2021	9,612.88
Yesenia Sanchez	73332	3/5/2021	Alder Resident Stipend	1,818.18
Belen Orozco	73333	3/12/2021	Reimbursement for Swag and tuition	1,303.47
Blackbaud Inc	73334	3/12/2021	Etapestry learning subscription 21-22	837.41
Charles Schwab Bank	73335	3/12/2021	Service fee	830.94
Clare Computer Solutions	73336	3/12/2021	Network infrastructure	2,048.75
Dept Of Justice	73337	3/12/2021	Fingerprinting fees	273.00
Derrek A. Coleman	73338	3/12/2021	Professional service	1,330.00
GMD Linguistics	73339	3/12/2021	IEP translation	2,570.00
Lauren Horton	73340	3/12/2021	Dean expenses reimb.	163.57
Jennifer Huff	73341	3/12/2021	Consultation service	9,642.84
Law Offices of Young, Minney & Corr, LLP	73342	3/12/2021	Legal Fees	1,016.02
LRP Publications	73343	3/12/2021	Special Ed Connection.com-Order Number: 935161.001	2,038.00
Maritza Aiello	73344	3/12/2021	Translation service	60.00
Maxim Healthcare Staffing Services, Inc.	73345	3/12/2021	Staffing service	1,600.00
Open Up Resources	73346	3/12/2021	2020-0061	35.00
Reach Institute for School Leadership	73347	3/12/2021	Lighthouse Invoice	58,275.00
Rose Galvez	73348	3/12/2021	classroom reimbursement CTC	133.00
Vision Quilt	73349	3/12/2021	SEL Novo Grant, Project of Rockefeller Philanthropy Advisors, Inc.	4,980.00
Zara Drapkin,	73350	3/12/2021	Consultation	1,080.00
Zendesk Inc	73351	3/12/2021	Zendesk annual subscription and services	20,534.00
Abiezer Valdivia Daza	73352	3/19/2021	Electrical work at Lodestar	10,700.00
ADP, LLC	73353	3/19/2021	ADP Electronic I-9 Services	100.00

Check Register

Lighthouse Community Public Schools

March

2021



Vendor	Check Number	Check Date	Description	Check Amount
Alysia Silva	73354	3/19/2021	Lost check	921.71
Belen Jimenez (Parent)	73355	3/19/2021	COVID-19 gift fund	1,000.00
California Teaching Commission (CTC)	73356	3/19/2021	CTC permit	100.00
Clare Computer Solutions	73357	3/19/2021	Lighthouse Wireless Upgrade at 444 Hegenberger (CCSO18169)	2,035.00
Deema McDonald	73359	3/19/2021	COVID-19 gift fundac	1,000.00
Envoy Studios INC	73360	3/19/2021	Zendesk Consulting	8,000.00
Karen Fee	73361	3/19/2021	Board member gift	83.37
GMD Linguistics	73362	3/19/2021	IEP Translation	3,099.12
Language People Inc.	73363	3/19/2021	Translation services	750.00
Maxim Healthcare Staffing Services, Inc.	73364	3/19/2021	Staffing services	3,925.00
Orkin	73365	3/19/2021	Service call	161.55
OverDrive Inc	73366	3/19/2021	Deposit on Account for Content Purchases-10822-0001	3,000.00
David Philhower	73367	3/19/2021	classroom reimbursement	117.85
SchoolOutfitters	73368	3/19/2021	Grandstand Handwashing Station w/o Warm Water-2020-0007	1,699.99
Vision Quilt	73369	3/19/2021	SEL Novo Grant, Project of Rockefeller-02	20.00
Kayla Zeal	73370	3/19/2021	Consultation fee	7,727.78
California Teaching Commission (CTC)	73371	3/19/2021	CTC permit	100.00
California Teaching Commission (CTC)	73372	3/19/2021	CTC permit	100.00
Alfredo Ramirez Ramos	73373	3/26/2021	Alder resident Stipend	1,818.18
Beretta Investment Group	73374	3/26/2021	433 ST 201/202 Rent	4,545.00
Leova Cuevas	73375	3/26/2021	School lunch supplies	169.80
Gabriela Gonzales	73376	3/26/2021	Alder Resident Stipend	1,818.18
GMD Linguistics	73377	3/26/2021	IEP translation	3,617.04
IT Savvy LLC	73378	3/26/2021	2020-0048	28,849.03
Janeth Castruita	73379	3/26/2021	Alder resident stipend	1,818.18
Jessica Berdak	73380	3/26/2021	Alder resident stipend	1,818.18
Josefina Belloso	73381	3/26/2021	Alder Resident Stipend	1,818.18
Light Keepers LLC	73382	3/26/2021	Rent for 444 Hegenberger Facility	58,000.00
Maritza Aiello	73383	3/26/2021	Translation services	60.00
Martha Carter	73384	3/26/2021	Alder Resident Stipend	1,818.18
Maxim Healthcare Staffing Services, Inc.	73385	3/26/2021	Staffing services	4,000.00
Dennise Moon	73386	3/26/2021	IEP material	253.85
Mundo Pato Inc.	73387	3/26/2021	P.O. 2020-0053 SPED material	6,350.00
Nicole Rodriguez	73388	3/26/2021	Alder Resident Stipend	1,818.18
Orkin LLC	73389	3/26/2021	Monthly Service fee	260.00
PCSD 701 105th ave LLC	73390	3/26/2021	Lodestar Rent	85,025.00
Pear Deck Inc	73391	3/26/2021	Pear Deck	2,499.12
Samuel Carter	73392	3/26/2021	Alder Resident Stipend	1,818.18

Check Register

Lighthouse Community Public Schools

March

2021



Vendor	Check Number	Check Date	Description	Check Amount
Seneca Family of Agencies	73393	3/26/2021	48NATHTRY- MH	22,013.00
Talia Gonzales-Medina	73394	3/26/2021	Alder Resident Stipend	1,818.18
Jacobo Torres	73395	3/26/2021	Landscaping December	4,000.00
Yesenia Sanchez	73396	3/26/2021	Alder Resident Stipend	1,818.18

Check Register

Lighthouse Community Public Schools

April

2021



Vendor	Check Number	Check Date	Description	Check Amount
Seneca Family of Agencies	0231323IN	4/30/2021		4,080.00
Seneca Family of Agencies	0231357IN	4/30/2021		4,692.00
Seneca Family of Agencies	0231457IN	4/30/2021		5,260.00
Seneca Family of Agencies	0231478IN	4/30/2021		5,260.00
Seneca Family of Agencies	0231483IN	4/30/2021		6,049.00
Dawson Electric	20210318-03	4/23/2021	Electrical works	1,118.00
Staples Advantage	3459071748	4/22/2021		293.78
ACCO Engineered Systems	73397	4/9/2021	MAINTENANCE BILL	1,782.50
Bohm Corp	73398	4/9/2021	Contract work	31,430.00
Alliance Pension Consultants, LLC	73399	4/9/2021	Consultation	2,978.26
CliftonLarsonAllen LLP	73400	4/9/2021	consulting and assistance with Paycheck Protection Program	500.06
Cogent Solutions & Supplies	73401	4/9/2021	Custodian supplies	124.71
Crosslink Network	73402	4/9/2021	Customized Internet Service	4,241.92
Dept Of Justice	73403	4/9/2021	Fingerprint	226.00
Amy Dobras	73404	4/9/2021	payment for course for CLAD certification	506.71
Edgility Consulting	73405	4/9/2021	Other Human Capital Consulting Second half of consulting fee	10,000.00
Edtec Inc.	73406	4/9/2021	Service fee	2,587.50
GMD Linguistics	73407	4/9/2021	IEP translation	1,680.00
Instruction Partners	73408	4/9/2021	Partnership Contract Invoice #2 out of 2	27,500.00
Jennifer Huff	73409	4/9/2021	Consultation fee	9,999.98
Jostens	73410	4/9/2021	Service fulfillment	13.13
Kone Inc.	73411	4/9/2021	Maintenance Period: 04/01/2021 - 04/30/2021	260.01
Maxim Healthcare Staffing Services, Inc.	73412	4/9/2021	Staffing service	4,025.00
Michael Sumpter	73413	4/9/2021	COVID-19 emergency funds	750.00
Oakland Enrolls	73414	4/9/2021		24,366.00
PS Print	73415	4/9/2021	4982705-7030587 & 4982705-7030588	86.29
Quality First Services, Inc	73416	4/9/2021	APRIL, 2021 JANITORIAL SERVICES	595.00
Sawia Almakrai	73417	4/9/2021	COVID-19 emergency funds	1,000.00
HWC Consultants, LLC.	73418	4/9/2021	E-Rate FY2018 Category Two application services	1,616.00
Swing Education	73419	4/9/2021	Substitute Services	4,010.00
The Speech Pathology Group	73420	4/9/2021	Speech services	100.00
JC Green Plumbing	73421	4/9/2021	Estimate deposit for Lighthouse	30,000.00
ACCO Engineered Systems	73422	4/23/2021	HVAC Rotation Correction	2,757.00
Alfredo Ramirez Ramos	73423	4/23/2021	Alder resident Stipend	1,818.18
Beretta Investment Group	73424	4/23/2021	433 ST 201/202 Rent	4,545.00
Carbon Lighthouse, Inc.,	73425	4/23/2021	Energy Services	3,700.00
Crosslink Network	73426	4/23/2021	Customized Internet Service (04/10/2021 - 05/10/2021)	1,637.01
Derrek A. Coleman	73427	4/23/2021	Consultation	1,080.00

Check Register

Lighthouse Community Public Schools

April

2021



Vendor	Check Number	Check Date	Description	Check Amount
Edgility Consulting	73428	4/23/2021	Language people translation refund	250.00
Gabriela Gonzales	73429	4/23/2021	Alder Resident Stipend	1,818.18
InsightOUT Intelligence, LLC	73430	4/23/2021	Consultation fee	6,238.75
Janeth Castruita	73431	4/23/2021	Alder resident stipend	1,818.18
Jessica Berdak	73432	4/23/2021	Alder resident stipend	1,818.18
Josefina Beloso	73433	4/23/2021	Alder Resident Stipend	1,818.18
Krishna Copy Center	73434	4/23/2021	Photocopy	892.02
Language People Inc.	73435	4/23/2021	Translation	915.00
Law Offices of Young, Minney & Corr, LLP	73436	4/23/2021	Legal fees	3,604.30
Light Keepers LLC	73437	4/23/2021	Rent for 444 Hegenberger Facility	58,000.00
Martha Carter	73438	4/23/2021	Alder Resident Stipend	1,818.18
Maxim Healthcare Staffing Services, Inc.	73439	4/23/2021	Staffing services	4,287.50
Mundo Pato Inc.	73440	4/23/2021	Monthly subscription	350.00
Nicole Rodriguez	73441	4/23/2021	Alder Resident Stipend	1,818.18
Nob Hill Catering, Inc.	73442	4/23/2021	NSLP - Lighthouse	8,260.00
Orkin LLC	73443	4/23/2021	PC Standard - Monthly	260.00
OverDrive Inc	73444	4/23/2021	Venom	570.34
PCSD 701 105th ave LLC	73445	4/23/2021	Reimbursement invoice to tenant for fixed charges and special assessments (2nd	98,131.70
Samuel Carter	73446	4/23/2021	Alder Resident Stipend	1,818.18
Seneca Family of Agencies	73447	4/23/2021	48ZUNIBRI-MH	121,254.02
Smartlite LLC	73448	4/23/2021	Advertising Display Space Rental	350.00
Swing Education	73449	4/23/2021	Substitute Services	21,500.00
Talia Gonzales-Medina	73450	4/23/2021	Alder Resident Stipend	1,818.18
The Advisory Group of San Francisco, LLC	73451	4/23/2021	Fee computed for period from April 1, 2021 to June 30, 2021	8,398.70
UC Regents	73452	4/23/2021	Destination College Advising Corps (DCAC) Programming for 2020-21	36,000.00
RICOH USA Program	73453	4/23/2021	Shared services copier	8,710.43
Yesenia Sanchez	73454	4/23/2021	Alder Resident Stipend	1,818.18
Kayla Zeal	73455	4/23/2021	Consultation fee	4,388.89
Zendesk Inc	73456	4/23/2021	Explore Professional Subscription -- Proration 03/10/2021-12/14/2021	1,159.89
AMS.NET (Inc)	73457	4/30/2021	Lighthouse Community Charter School- E-Rate	435.00
Beasley Plumbing	73458	4/30/2021	Backflow plumbing at Lodestar	4,800.00
Blackbaud Inc	73459	4/30/2021		450.00
CDW Government	73460	4/30/2021	P.O 2020-0059	17,580.00
Clare Computer Solutions	73461	4/30/2021	Service call remote	5,536.25
Cogent Solutions & Supplies	73462	4/30/2021	Custodia supplies	452.41
Edtec Inc.	73463	4/30/2021	Consultation fee	3,975.00
Jostens	73464	4/30/2021	Lighthouse Diploma	272.95
Kone Inc.	73465	4/30/2021	Maintenance Period: 05/01/2021 - 05/31/2021	260.01

Check Register

Lighthouse Community Public Schools

April

2021



Vendor	Check Number	Check Date	Description	Check Amount
Maritza Aiello	73466	4/30/2021	Translation services	60.00
Maxim Healthcare Staffing Services, Inc.	73467	4/30/2021	Staffing services	3,900.00
Nob Hill Catering, Inc.	73468	4/30/2021	NSLP - Lodestar	12,180.00
Orkin	73469	4/30/2021	Monthly service fee	161.55
PCSD 701 105th ave LLC	73470	4/30/2021	Reimbursement expenses - Carbon Lighthouse invoice # DG00116 , Farallon Con	13,175.81
RTW Sciences, LLC	73471	4/30/2021	Diagnostic tests completed during Feb, 2020	24,220.00
Staples Advantage	73472	4/30/2021	Office supplies	360.92
Swing Education	73473	4/30/2021	Substitute Services	17,092.00
Swing Education	73474	4/30/2021	Substitute Services	15,270.00
RICOH USA Program	73475	4/30/2021	Copier Lease for Lodestar	8,778.53
Zoom	73476	4/30/2021	Charge Name: Education Annual -- Proration	562.54
T-Mobile	73478	4/30/2021	Account number 971888715	2,175.00
T-Mobile	73479	4/30/2021	Account number 973132376	764.10
T-Mobile	73480	4/30/2021	Account number 970801535	1,500.00



QUOTATION: 21CAM-534628/C

Lighthouse Community Charter School: Additional School Site

CREATED 5/20/2021 | Valid Through 8/18/2021



Lighthouse Community Charter School: Additional School Site

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Sales Team:

Jessica Gelin
Sales Rep
jessica.gelin@ki.com
(510) 593-3597

Carrie Manos
Inside Sales Specialist
carrie.manos@ki.com
855-853-8646



Quote Number: 21CAM-534628/C

CREATED 5/20/2021 | **Valid Through 8/18/2021**

PRODUCT TOTALS	\$17,068.41
See Quote Detail Summary	\$2,125.08
GRAND TOTAL	\$19,193.49

Contract Information:

CACB14518D FCCC-CSU (Seating, Tables, Lounge & Classroom)

Requested Delivery Date: To be Determined

Sold To
To be Determined

End User
Lighthouse Community Charter School
444 Hegenberger Road
Oakland, CA 94621
P. (510) 562-8801 F. (510) 271-8803
End User # 16932

Ship To
To be Determined

Installation
To be Determined

Client Notes:

Changes in fabrics, finishes and quantities may affect pricing. Pricing is based on the FCCC Delivered & Installed Contract Please send PO direct to carrie.manos@ki.com to process.



QUOTATION

CREATED 5/20/2021
VALID THROUGH 8/18/2021
Prepared By Carrie Manos
Quote Filename Lighthouse Community Charter School: Additional School Site - 21CAM-534628/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1: Desks & Chairs					
1.1	IW418 S21302044	61	\$68.48	\$4,177.28	
*Modified-Intellect Wave 4-Leg Chair, Large Glide Option Carton Code Option Intellect Wave Frame Color Shell Color Finish - Plastic color Finish - Plastic color		To Be Determined Racked Starlight Silver Metallic NA PMR Marine Teal Per Order Net Upcharge Additional 15 working days lead-time is required NON-STANDARD POLY- \$500 Setup Fee. If SKU total on order exceeds 100 units, fee will be waived (SKU=Product/Color)		TBD<< /RCK /SX NA *Modified Per Order Charge for Setup Fee Note: Lead-time Change External Note	
Price Description: Delivered/Open Market Lead Time: 11 - 13 Weeks; Ships from GREEN BAY, WI Please Note: Leadtime calculated on 5/20/2021 and is subject to change.					
1.2	RDEEA2030-74P 	61	\$211.33	\$12,891.13	
Ruckus,Adj Sit Height Post-Leg Desk 20-33",Rectangle,1-1/4"Top,74P Edge,20x30" Edge Color Laminate Color KI Laminates Base Finish Caster/Glides Under Table Storage		Black edge KI Laminates MISTED ZEPHYR 4843-60 Starlight Silver Metallic Casters No book storage		/EBL Standard /LMR /SX /CCC /NB	
Price Description: Delivered/Open Market Lead Time: 4 - 6 Weeks; Ships from BONDUEL, WI Please Note: Leadtime calculated on 5/20/2021 and is subject to change.					
Tag 1: Desks & Chairs				WorkGroup Product Subtotal	\$17,068.41

Quote Summary

Product SubTotal: \$17,068.41
Net Set Up Charge for Quantity under 100 for Poly \$500.00
Estimated Sales Tax 9.2500%: \$1,625.08
Quote Total: \$19,193.49

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out on this quote.

PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

<u>Shipping Location</u>	<u>MFG Lead Time Range</u>
BONDUEL, WI	4 - 6 Weeks

- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Carrie Manos
Market Code: 2=2=K-12

Opportunity #: 534628

Quote Filename: Lighthouse Community Charter School:
Additional School Site - 21CAM-534628

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.



QUOTATION:21CAM-531977/C

Lighthouse Community Charter School: High School Classroom

CREATED 5/5/2021 | REVISED 5/20/2021 | Valid Through 8/3/2021



Lighthouse Community Charter School: High School Classroom

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Sales Team:

Jessica Gelin
Sales Rep
jessica.gelin@ki.com
(510) 593-3597

Carrie Manos
Inside Sales Specialist
carrie.manos@ki.com
855-853-8646



Quote Number: 21CAM-531977/C

CREATED 5/5/2021 | REVISED 5/20/2021 | Valid Through 8/3/2021

PRODUCT TOTALS	\$83,943.00
See Quote Detail Summary	\$7,764.73
GRAND TOTAL	\$91,707.73

Contract Information:

CACB14518D FCCC-CSU (Seating, Tables, Lounge & Classroom)

Requested Delivery Date: To be Determined

Sold To
To be Determined

End User
Lighthouse Community Charter School
444 Hegenberger Road
Oakland, CA 94621
P. (510) 562-8801 F. (510) 271-8803
End User # 16932

Ship To
Golden PMI
Attn: Receiving
4441 Enterprise Street
Fremont, CA 94538

Installation
Golden PMI
Attn: Lou Reguero
4441 Enterprise Street
Fremont, CA 94538
P. (510) 673-8236 F. (510) 498-5934
Vendor # 30097

Client Notes:

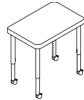
Changes in fabrics, finishes and quantities may affect pricing. Pricing is based on the FCCC Delivered & Installed Contract. Please send PO direct to carrie.manos@ki.com to process.



QUOTATION

CREATED 5/5/2021
VALID THROUGH 8/3/2021
Prepared By Carrie Manos
Quote Filename Lighthouse Community Charter School: High School Classroom - 21CAM-531977/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
Tag 1: Desks & Chairs					
1.1	IW418 S21302044	300	\$68.48	\$20,544.00	
*Modified-Intellect Wave 4-Leg Chair, Large Glide Option Carton Code Option Intellect Wave Frame Color Shell Color Finish - Plastic color Finish - Plastic color		To Be Determined Racked Starlight Silver Metallic NA PMR Marine Teal Per Order Net Upcharge Additional 15 working days lead-time is required NON-STANDARD POLY- \$500 Setup Fee. If SKU total on order exceeds 100 units, fee will be waived (SKU=Product/Color)		TBD<< /RCK /SX NA *Modified Per Order Charge for Setup Fee Note: Lead-time Change External Note	
Price Description: Delivered/Open Market Lead Time: 11 - 13 Weeks; Ships from GREEN BAY, WI Please Note: Leadtime calculated on 5/20/2021 and is subject to change.					
1.2	RDEEA2030-74P	300	\$211.33	\$63,399.00	
 Ruckus,Adj Sit Height Post-Leg Desk 20-33",Rectangle,1-1/4"Top,74P Edge,20x30" Edge Color Laminate Color KI Laminates Base Finish Caster/Glides Under Table Storage		Black edge KI Laminates MISTED ZEPHYR 4843-60 Starlight Silver Metallic Casters No book storage		/EBL Standard /LMR /SX /CCC /NB	
Price Description: Delivered/Open Market Lead Time: 4 - 6 Weeks; Ships from BONDUEL, WI Please Note: Leadtime calculated on 5/20/2021 and is subject to change.					
Tag 1: Desks & Chairs				WorkGroup Product Subtotal	\$83,943.00

Quote Summary

Product SubTotal: \$83,943.00
Estimated Sales Tax 9.2500%: \$7,764.73
Quote Total: \$91,707.73

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out on this quote.

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Shipping Location	MFG Lead Time Range
BONDUEL, WI	4 - 6 Weeks

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Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Carrie Manos
Market Code: 2=2=K-12

Opportunity #: 531977

Quote Filename: Lighthouse Community Charter School:
High School Classroom - 21CAM-531977

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
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We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

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DRAFT
Alder GSE Education Services Agreement
Branch Partner, Combined Cohort

This Education Services Agreement (this “Agreement”) is made and entered into effective as of **July 1, 2021** (the “Effective Date”), and shall expire at the end of the Term (defined herein), by and between Alder Graduate School of Education, a California nonprofit public benefit corporation, hereinafter called “Alder GSE,” and **Lighthouse Community Public Schools**, hereinafter called “Partner” or “Branch Partner.” Alder GSE and Partner together are the parties (“Parties”) to this Agreement.

Recitals

WHEREAS, Partner is a **charter management organization** known as **Lighthouse Community Public School**;

WHEREAS, subject to the terms and conditions of this Agreement, Partner desires to recruit teaching candidates (“Residents”) to participate in Alder GSE’s teacher preparation program that will provide multiple subject, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to individually as the “Teacher Residency at Alder GSE.”

WHEREAS, Partner has joined or desires to join with one or more additional partners (the “Additional Partners”; collectively with Partner the “Partners”) to recruit teaching candidates in a combined cohort of Residents (the “Combined Cohort”). The Additional Partners include **Envision Education (the “Root Partner”)**, **Yu Ming Charter School, Education for Change Public Schools** and may include other partners. The Combined Cohort is also known as the “Alder Bay Teacher Residency at Alder GSE”

WHEREAS, the Parties acknowledge and agree that, as of the Effective Date of this Agreement, this Agreement supersedes and replaces in its entirety the **Education Services Agreement** between the Parties dated **June 29, 2018**.

In consideration of the promises and mutual covenants and agreements set forth below, the Parties hereto agree as follows:

Agreement

1) Program Coordination and Administrative Communication.

- a) The program consists of 34 units of coursework for a Master of Arts in Education with a concentration in Teaching or 37 units of coursework for a Master of Arts in Education with a concentration in Special Education, and includes Takeover Days as set forth in Exhibit B (the “Program”). The Program is focused on preparation for a California teaching credential and Master’s degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program, as well as the requisite state of California assessments required of all credential and Master’s degree candidates, will be awarded a Master of Arts in Education with a concentration in Teaching or Special Education, as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing for the corresponding preliminary teaching credential by Alder GSE.
- b) Alder GSE shall be responsible for the coordination, administration, and the delivery of credit bearing instruction

with respect to the Program, as more specifically set forth in this Agreement.

- c) Alder GSE designates **Shayna Sullivan, Dean** as the Alder GSE Liaison who will serve as Partner's primary point of contact. The Alder GSE Liaison shall act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE shall not designate a different individual as the Alder GSE Liaison without at least two weeks' notice to Partner from Alder GSE.
- d) Partners shall designate an individual who will act as the Partner Director of the Teacher Residency (the "**Partner Director**") with the approval of Alder GSE. The Partners designate **Brianna Winn** as the Partner Director. The Partner Director shall act as formal and integral player with respect to matters pertaining to this Agreement. The Partners shall not designate a different individual as the Partner Director without the prior approval of Alder GSE from which approval shall not be unreasonably withheld. The requirements of the Partner Director are set forth in **Exhibit F**. **The Partner Director will support the Combined Cohort and be recognized by Partners in this role. Per the terms of Exhibit A, Alder GSE will contribute a variable amount to support one Partner Director for the Combined Cohort.**
- e) Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in credential courses and Master's courses at Alder GSE. The field/classroom placements for the California teaching credential shall take place on the Partner campuses. The specific placement assignments for each Resident shall be mutually agreed upon by the Parties. Partner shall be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.
- f) Partner agrees to participate in surveys to provide feedback to Alder GSE.

2) The Program.

- a) Alder GSE shall be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in **Exhibit B** attached hereto.
- b) Partner shall provide one mentor ("**Mentor Teacher**") for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner shall be responsible for the cost of Mentor Teachers in accordance with **Exhibit A**. The Mentor Teachers shall be responsible for all duties set forth in the Mentor Teacher job description attached hereto as **Exhibit C**. Alder GSE shall be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In the event a Mentor Teacher is unable to complete the full academic year, Partner shall be responsible for finding a replacement Mentor Teacher as soon as reasonably practical.
- c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment.
- d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in **Exhibit D**. Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder GSE's formal education program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) the attendance requirements expectations for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) and that Partner must not use

Residents for substitute teaching or to otherwise displace the work of paid personnel of the Partner; (v) that Residents should have no expectation of compensation for work performed during the program; (vi) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vii) that there is no guarantee of a paid job for the Resident with the Partner at the end of the program.

- e) Partner shall permit and encourage the Partner Director to attend at least four days of faculty development per year. Travel and lodging expenses for this professional development will be shared with Alder GSE as set forth in Exhibit A. Exhibit G sets forth Alder GSE's faculty development policy for Partner Directors including a list of the faculty development options available.

3) Marketing and Admission.

- a) The Parties shall work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials; provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Director and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in Exhibit A, each party shall be responsible for its own costs and expenses associated with the marketing and promotion of the Program.
- b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "Lighthouse CPS Teacher Residency at Alder GSE" to refer to its program on all materials.
- c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE shall mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.
- d) Partner shall be responsible for the nomination of candidates to the Program using the criteria attached hereto as Exhibit E. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner shall be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.
- e) Partner shall review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE shall grant admission based on the criteria set forth in Exhibit E. Alder GSE will communicate admission decisions to Partner, and then to Residents.
- f) Partner may recruit candidates who are considering applying to one or more other Alder GSE partner programs, provided that once a candidate has formally applied to a specific Alder GSE partner program, Partner will cease to recruit that Resident.
- g) The Parties agree that, unless otherwise mutually agreed in writing with respect to any given Program Combined

Cohort, in order for the Program to go forward for that combined cohort, at least 20 Residents must be enrolled in the Combined Cohort every year by Partners (implying a minimum target of 18 Residents who complete the program after allowing for expected attrition); or philanthropic support must have been identified to ensure tuition funding at the level of 20 Residents in any year. Partner agrees to reaffirm in writing the target minimum number of residents each year prior to the start of the program year. Potential Residents will be notified of this contingency as part of the application process. Should Partners desire to enroll more than 23 in any year, Partners will request approval from Alder GSE.

4) Classroom Facilities and Course Scheduling.

- a) Each party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (the “Program Facilities”); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (the “Program Equipment”); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in Exhibit A. Partners will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Director (described in Exhibit F) and the full cohort of Mentor Teachers during mentor trainings (described in Exhibit C).
- b) The Partner Director and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (the “Schedule”) and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.
- c) Residents will register for courses in the Program directly through Alder GSE’s online registration system. Registration for all courses will occur before the beginning of each term.
- d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Director to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.
- e) At the conclusion of each Program cohort, all Residents will participate in Master’s oral examinations. Oral examinations will take place at locations as mutually agreed by the Parties, and will be scheduled and conducted, and the Resident’s performance during the examination will be evaluated, in accordance with Alder GSE’s practices.

5) Faculty; Program Support; and Resident Services.

- a) Alder GSE shall select Instructors for the Program, following the processes and requirements set forth by Alder GSE’s Faculty Hiring, Development, and Evaluation committee.
- b) Both Parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers and Instructors as needed, and will include the other party in such communications.
- c) Alder GSE will provide initial and ongoing advisement to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE policies.
- d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing

policies for maintenance of student records.

e) Partner shall provide stipends to Mentor Teachers as described in Exhibit A.

6) Financial and Payment Terms.

a) Residents will remit tuition payments for the Program directly to Alder GSE.

b) Each party shall be responsible for all other costs, fees and stipends in connection with the Program as set forth in Exhibit A.

c) Each party shall invoice the other party for all amounts owed to such party as calculated per Exhibit A periodically during the year. Each party shall remit payment to the other party within thirty (30) days after receipt of invoice.

7) Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall continue until **June 30, 2023**. This Agreement will renew automatically for one year unless either party provides the other party with written notice via email by January 1 of their intention not to renew on June 30 of that same year. During the year following a nonrenewal, enrolled Residents will participate in the Program, but no new Residents will be recruited. The initial term and any successive renewal terms are collectively referred to as the "Term".

b) Termination for Cause. Each party shall have the right to terminate this Agreement in the event of the other party's material breach of this Agreement; provided, however, that such termination will not become effective unless and until (i) the party not in default has given the other party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the party not in default within 30 business days following the giving of the notice.

c) Effect of Termination. Any early termination of this Agreement shall be without prejudice to any claims or damages or other rights of one party against the other party. In the event of early termination of this Agreement by either party:

i) Residents affected by early termination may continue in obtaining their Master's degree, but will no longer be considered part of a Program cohort. Alder GSE, in its discretion, may place affected Residents into a different teacher residency program. Partner will reasonably cooperate with Alder GSE with such transition.

ii) Partner shall immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation of the Program up to and including the date of notification of termination of this Agreement.

iii) Alder GSE shall immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.

8) Confidentiality.

a) At all times hereafter, each party (the "Receiving Party") will keep in confidence and trust all confidential and proprietary information of the other party (the "Disclosing Party") that the Receiving Party learns of or receives

from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party's advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section shall not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party's failure to comply with the provisions of this Section 8(a) shall constitute a material breach of this Agreement.

- b) If Alder GSE provides Partner with access to Student Data (as defined below) or if Partner provides Alder GSE with access to Student Data, the following provisions shall apply:
- i) Definition of Student Data. All "education records" and the "personally identifiable information" contained in those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner students and are provided by Partner to Alder GSE shall be deemed "Student Data" for purposes of this Agreement.
 - ii) Use of Student Data. Both Partner and Alder GSE shall use the other party's Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE shall use the other party's Student Data to for purposes of completing the objectives of the Program as defined herein.
 - iii) Access to Student Data. Student Data provided by Alder GSE to Partner shall be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE shall be accessed only by authorized employees of Alder GSE.
 - iv) Sharing of Student Data. Neither Partner nor Alder GSE shall share the other party's Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.
 - v) Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, shall remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, shall remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.
 - vi) Security of Student Data. Both Partner and Alder GSE shall store and process the other party's Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and technical safeguards and security measures (including, but not limited to, encryption, where appropriate or

required by law) designed to secure Student Data from destruction, loss, unauthorized access, alteration, disclosure, and use and which shall be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner's data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE shall conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party's Student Data in a timely manner.

vii) Student Data Breach. Both Partner and Alder GSE agree that each shall notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party's Student Data or the unauthorized disclosure of or access to the other party's Student Data. In such a case, Partner or Alder GSE, as appropriate, shall provide all information reasonably required by the other party, shall investigate, mitigate, and remediate the breach, and shall provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.

viii) Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE, Partner shall return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE shall return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix) Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DDoS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security audits performed in accordance with this provision shall be subject to the following conditions:

- (1) Both Partner and Alder GSE and any auditor shall conduct no more than one audit in any calendar year except that they may conduct additional audits when:
 - (a) Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.
 - (b) Party is required or requested to carry out an audit by applicable law.
- (2) The cost of any audits conducted by Partner and/or its auditors shall be borne solely by Partner.
- (3) The cost of any audits conducted by Alder GSE and/or its auditors shall be borne solely by Alder

GSE.

(4) Parties shall give reasonable notice of any audit and shall make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.

(5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:

(a) to any individual unless he or she produces reasonable evidence of identity and authority; or

(b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.

x) Partner's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement.

9) Proprietary Rights.

a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE shall own all course syllabi, course descriptions (including title, course scope and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and derivative works to such material ("Alder GSE Work Product").

b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, nontransferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.

c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information related to the background, characteristics, and performance of any applicants, Residents, alumni, and Mentor Teachers associated with the Program as compared to their peers. Partner agrees that Alder GSE may use such data to measure the impact and value of the program for Partner and Alder GSE. Alder GSE seeks to share impact and value information with Partner to facilitate the calculation of Partner's Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track across partners include but are not limited to (i) demographics of applicants, Residents, alumni, and Mentor Teachers, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized student data. Alder GSE shall provide a template for such data requests in advance. Partner designates [Name], [Title] to be the main contact for such data requests.

Partner hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use, copy, modify, create derivative works and otherwise exploit the foregoing for its lawful business purposes.

10) Indemnification.

- a) Each party (“Indemnifying Party”) shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents (“Indemnified Party”) from and against any and all costs, liabilities, and expenses (including reasonable attorneys’ fees) payable to third parties for claims arising in whole or in part out of the acts or omissions of the Indemnifying Party, its officers, employees or agents. To avoid any doubt, the term “third parties” includes any individual or entity other than Alder GSE and Partner, including but not limited to employees and students of Alder and the Partner; and their respective parents/guardians, heirs, assigns or estates. The covered claims include, but are not limited to, those arising from breach of this Agreement, violation of applicable laws or regulations, breach of any duty, or other common law claims, in contract or tort. Provided, however, that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party’s prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.
- b) Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys’ fees related to or arising out of any allegation, lawsuit, charge, claim, or audit (“Claims”) brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner’s classification or treatment of Residents as employees or non-employees for purposes of Partner’s employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the American’s with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents.

11) Insurance.

- a) Insurance Requirements. Prior to the commencement of services and throughout the term of the Agreement, Partner shall maintain the following insurance coverages at its sole cost and expense:
- i) Commercial General Liability insurance which shall be written on an occurrence basis covering claims against bodily injury (including death) and property damage with limits not less than those specified below. Said policy shall include broad form contractual liability and products-completed operations coverage.
- (1) \$1,000,000 per Occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage
 - (2) \$2,000,000 General Aggregate
 - (3) \$2,000,000 Products-Completed Operations
- To the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.
- ii) Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per accident. To the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way

of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.

- iii) Worker's Compensation insurance as required by the State of California, and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Alder GSE, its directors, officers, employees, agents, and volunteers.
- iv) Educator's Legal Liability/Professional Liability with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. If Professional Liability/Educator's Legal Liability coverage is maintained on a claims-made basis, the following shall apply:
 - (1) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - (2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
 - (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Partner must purchase an extended reporting period (tail coverage) for a minimum of three (3) years after completion of the contract services.
- b) Continuous Coverage. Should any of the insurance required of Alder GSE or Partner under this Agreement be provided under a claims-made form, Alder GSE and Partner shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or earlier termination of this Agreement, such that, should occurrences during the term of this Agreement give rise to claims made after the expiration or termination of this Agreement, such claims shall be covered by such claims-made policy (or an equivalent policy affording prior acts coverage).
- c) Insurance Carriers. All insurance required to be maintained by Partner shall be issued by insurance carriers authorized to do business in the State of California with an A.M. Best rating of not less than A- VII.
- d) Certificates and Endorsements. Prior to the commencement of services, Partner shall provide the Alder GSE with Certificates of Insurance evidencing the insurance required under the Agreement. Acceptance of Certificates of Insurance by the Alder GSE shall not relieve Partner of any of the insurance requirements, nor decrease the liability of Partner under the Agreement.
- e) Waiver of Subrogation. Each insurance policy required of Alder GSE and Partner under this Agreement shall include a waiver of subrogation clause.
- f) Cancellation. Each party agrees that in the event of cancellation or non-renewal of any of the policies referenced in this Agreement, the party whose insurance is being cancelled will fax to the other party a copy of the insurer's cancellation or non-renewal notice at least twenty (20) days prior to such cancellation or non-renewal.
- g) The insurance required under the Agreement may be obtained by a combination of primary, excess, and/or umbrella insurance and coverage shall be as broad as the requirements listed in the Agreement.
- h) Partner's insurance shall be primary with respect to its performance under this Agreement and any insurance or self-insurance procured or maintained by Alder GSE shall not be required to contribute to it.
- i) The insurance requirements under the Agreement shall be the greater of (i) the minimum coverage and limits

specified in the Agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of Partner under this Agreement.

- j) A severability of interest provision must apply for all the Additional Insureds, ensuring that Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

12) Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF FIFTY THOUSAND (\$50,000) OR THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM.

13) Miscellaneous.

- a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.
- b) Use of Names and Logos. Both Parties agree that they shall not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.
- c) No Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and assigns.
- d) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Partner: Lighthouse Community Public Schools
 444 Hegenberger Road
 Oakland, CA 94621
 Attn: Anna Martin, Director of Talent and HR

If to Alder GSE: Alder GSE
2946 Broadway, Suite B
Redwood City, CA 94062
Attn: Julie Fabrocini

- e) Compliance with Laws. Each party shall be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement. The Parties recognize that the Teacher Residency is or may be considered a “program or service” of both Alder GSE and Partner, and that Residents are participants or beneficiaries of the program or service, under various federal, state and local laws, including but not limited to non-discrimination laws (e.g. ADA Title II, Section 504, Title VI, Title IX and the Age Discrimination Act) . The Parties agree that they will comply with these and all other laws applicable to applicants for residency or Residents. The Parties will coordinate with each other regarding any overlapping issues that may arise (e.g. discipline or termination) under such procedures as the Parties may establish under this MOU. Issues involving requests for accommodations by applicants or Residents will be addressed under the Resident Accommodation Procedures (Exhibit H).
- f) Program Accreditation and Other Compliance Issues
 - i) State Authorization, Accreditation of Alder GSE. Partner shall fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission (“WSCUC”) (Alder GSE’s accrediting agency), California Commission on Teacher Credentialing (“CCTC”), or California’s Bureau of Private Postsecondary Education (“BPPE”) or for other reasons as required by WSCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).
 - ii) Accreditation, Licensing, and Credentials. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing, and credentials upon request by the other.
- g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.
- h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- i) Construction. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.
- j) Amendment: This Agreement shall not be altered, modified, or amended except by a subsequent written instrument executed by the Parties hereto. Such an amendment shall not be effective until all Parties approve it.
- k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements,

covenants, and understandings between the Parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the Parties and supersedes any prior agreement between the Parties. No prior agreements or understandings, oral or otherwise, of the Parties or their agents, officers or representatives shall become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.

- l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) shall survive the termination or expiration of this Agreement for any reason.
- n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures shall be deemed as original.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties hereto as of the Effective Date.

Partner

Alder GSE

By: _____

By: _____

Name: _____

Name: Heather Kirkpatrick

Title: _____

Title: President & CEO

Exhibit A
Budget

The Parties agree to be responsible for Program costs according to the following:

Cost	Covered by Alder GSE	Covered by Partners
Facility overhead and administrative costs	100% of costs when on Alder GSE secured sites	100% of costs when at Partner Sites including provision of a room large enough to host Resident and Mentor Seminars
Partner Director Salary & Benefits	\$4,750 maximum contribution per Resident ¹ paid pro rata during the Program year to Root Partner. Partner will reaffirm in writing its target minimum number of residents prior to the start of each program year annually	All other costs
Partner Director Faculty Development Costs (travel, fees, etc.; see Exhibit G)	Up to \$2,000	Up to \$2,000 to cover Partner Director's attendance at two Alder staff retreats per year
Instructors	100%	\$0
Mentor Teachers	Curriculum and Instruction Costs for Mentor Seminar Only	\$Amount Mentor Stipend
Recruiting and Marketing	Alder GSE materials and shared materials	Partner costs (Option to divide marketing events strategically with Alder GSE)
Testing Support	\$200 support for credential test fee per Resident	
Materials and Supplies	50% discount on test prep for individual Residents	

¹ The contribution to the Root Partner for each individual Resident in the Combined Cohort is capped at \$4,750 (e.g., a continuing cohort or dual credential Resident who is enrolled across multiple academic years would not generate additional contribution amounts after their Resident contribution limit of \$4,750 was met in the first year). The contribution will be paid pro-rata over the Resident's first year in the Program.

Exhibit B
Program Courses

**Alder Graduate School of Education Course Scope and Sequence-
2021-2022**

Courses	Units Single Subject Credential	Units Multiple Subject Credential	Units Ed Specialist Credential	Format
Term - Summer				
<u>ED 200- Identity and Teaching</u>	3	3	3	in person
<u>ED 220- Resident Seminar 1</u>	1	1	1	in person
<u>SPED 200- SPED Foundations of Inclusive Education</u>	3	3	3	in person
<u>ED 230- Elementary Literacy & Content Methods 1</u>	n/a	3	3	in person
<u>ED 240: Principles of Teaching Science in Secondary I</u>	2 (SS Science Only)	n/a	n/a	in person
<u>ED 250: Principles of Teaching Math in Secondary I</u>	2 (SS Math Only)	n/a	n/a	in person
<u>ED 260: Principles of Teaching English Language Arts in Secondary I</u>	2 (SS ELA Only)	n/a	n/a	in person
<u>ED 270: Principles of Teaching Social Studies in Secondary I</u>	2 (SS Social Science Only)	n/a	n/a	in person
<u>ED 280: Principles of Teaching Spanish/World Languages in Secondary I</u>	2 (SS Spanish Only)	n/a	n/a	in person
<u>ED 235- Disciplinary Literacy in the Secondary Classroom</u>	1	n/a	n/a	in person
Term - Fall				
<u>ED 224 - Residency Fieldwork 1</u>	1	1	1	fieldwork
<u>ED 221 - Residency Seminar 2</u>	3	3	3	in person in seminar, taught by directors
<u>ED 231- Elementary Literacy & Content Methods 2</u>	n/a	2	2	hybrid- 1 unit taught online, 1 unit taught in regions

ED 241: Science Planning, Assessment, and Instructional Strategies I	2 (SS Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 251: Math Planning, Assessment, and Instructional Strategies I	2 (SS Math Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 261: ELA Planning, Assessment, and Instructional Strategies I	2 (SS ELA Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 271: Social Science Planning, Assessment, and Instructional Strategies I	2 (SS Social Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 281: Spanish/World Languages Planning, Assessment, and Instructional Strategies I	2 (SS Spanish Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
SPED 201- Positive Behavior Support	n/a	n/a	2	online
ED 205 - Language Use in Multilingual Classrooms	3	3	3	online
ED 210: Child and Adolescent Development and Learning Theory (Developmental Science in the 21st Century, Theoretical Models for Early Childhood and Adolescence)	3	3	3	online
Term - Spring (session 1)				
ED 225 - Residency Fieldwork 2	2	2	2	Fieldwork
ED 222 Residency Seminar 3	2	2	n/a	in person at seminar
ED 242: Science Planning, Assessment, and Instructional Strategies II	3 (SS Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 252: Math Planning, Assessment, and Instructional Strategies II	3 (SS Math Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 262: ELA Planning, Assessment, and Instructional Strategies II	3 (SS ELA Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person

ED 272: Social Science Planning, Assessment, and Instructional Strategies II	3 (SS Social Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 282: World Languages Planning, Assessment, and Instructional Strategies II	3 (SS Spanish Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 232: Elementary Literacy and Content Methods 3	n/a	3	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 290 - Action Research	2	2	2	online
SPED 202 - The Art of Case Management & Collaboration	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
SPED 203 - Instructional Methods for Mild/Moderate Disabilities	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
Term - Spring (session 2)				
ED 226 Residency Fieldwork 3	1	1	1	fieldwork
ED 291- Scholarship, Synthesis, and Setting the Foundation	1	1	1	online
ED 233: Elementary Literacy and Content Methods IV	n/a	1	n/a	online
ED 243: Principles of Teaching Science in Secondary II	1 (SS Science Only)	n/a	n/a	online
ED 253: Principles of Teaching Math in Secondary II	1 (SS Math Only)	n/a	n/a	online
ED 263: Principles of Teaching ELA in Secondary II	1 (SS ELA Only)	n/a	n/a	online
ED 273: Principles of Teaching Social Science in Secondary II	1 (SS Social Science Only)	n/a	n/a	online
ED 283: Principles of Teaching Spanish/World Languages in Secondary II	1 (SS Spanish Only)	n/a	n/a	online
SPED 204: Math Methods for Ed Specialists	n/a	n/a	1	online

Exhibit C

Mentor Teacher Requirements

SAMPLE

Residency Mentor

Memorandum of Understanding (MOU) of Responsibilities and Payment

Statement of Purpose

This Memorandum of Understanding (“MOU”) is established between the ABC Program and (name) _____, who will be performing the role of the Mentor Teacher (the “Mentor”) for the ABC Program during the XYZ school year. The purpose of the MOU is to articulate basic guidelines, performance expectations and mutual understandings/agreements necessary to ensure the success of training Teacher Residents (the “Residents”). The MOU clarifies the focus and intent of the joint working relationship, support, cooperation and coordination between the Mentor and ABC Program.

Expectations for Mentors

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking and, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

To support Residents’ deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

Time Commitment

The role of a Mentor Teacher is a significant time commitment. It is expected that Mentors will make mentoring duties their top after school priority. This may mean that, as a Mentor, the teacher will need to drop one or more extra commitments such as being a lead teacher, working in the after school program or running a student club. There is no absolute prohibition of other activities, but each Mentor should discuss his or her plans with his or her principal as well as with the Regional Director to reach consensus on what commitments are reasonable.

Time Commitments of the Mentor role include:

Mentors will be expected to formally plan with their Residents, which includes at least 2 hours of “Sacred Meeting Time” every week.

Mentors need to be available during the entire school year in order to participate in the program.

Mentors agree to be supported and coached by the Residency Program Director in their work as Mentors. These biweekly or monthly coaching sessions will run on site in the Mentor’s classrooms.

Mentors will attend ten Mentor trainings which includes the one day orientation in the summer.

New Mentors will attend a “Mentoring 101” session before the start of the XYZ school year.

Mentors will respond to email within the 24 -48 hour turnaround time frame.

Mentors will attend at least one ABC Program event of their choosing throughout the year (e.g. Interview Day, Application Scoring, etc.)

(initials): ___/___

Mentors perform many roles for their Residents including coach, administrator and evaluator as well as being a model for best practices. Mentor roles and responsibilities include:

Modeling

- Mentors are asked to model best practices for the Resident and ask the Resident questions about coursework so that all of us are sharing vocabulary and expectations throughout the year. This type of sharing will allow for more focus and better collaboration.
- All practices should be modeled and guided before releasing them to the Resident.

(initials): ___/___

Co-Teaching

- Mentors will work one-on-one sharing their classroom, preparation and teaching with a Resident four full days each week of the year.
- Mentors will introduce the Resident to students on the first day as a Co-Teacher.
- Mentors will be expected to analyze their decision making and explain it to their Residents daily. Out loud thinking and “naming it while you are doing it” is what will make your planning and teaching decisions transparent so Residents can begin to develop similar thinking patterns or allow them to challenge you/their Mentors’ thinking.

(initials): ___/___

Gradual Release

- Mentors will gradually release increasing responsibility to their Residents, while providing oversight and supervision of Residents. For example, Mentors model specific techniques, then Residents and Mentors co-teach, then Residents Lead Teach for 15 minutes, then 30 minutes, then an hour and so on so that by the spring the Residents are (ideally) making many of the classroom decisions and leading much of the classroom work under the direct supervision of the Mentors.
- Mentors will release all teaching responsibilities to Resident during the designated takeover days and weeks.

(initials): ___/___

Coaching

- Mentors will observe and provide feedback to Resident at least once per week. This weekly feedback will be in written form that is communicated with the Director.
- Mentors will review lesson plans and provide feedback before the Resident teaches them at least once per week, including lesson plans for Director visits.
- Being an effective coach for adult learners, including:
 - Establishing effective relationships with each Resident, including showing through words and actions the belief that the Resident can meet high expectations
 - Making explicit to Residents and the Mentor’s philosophical approach and reasoning behind instructional decisions

- Using reflective conversation skills to engage Residents in collaborative problem solving
- Designing and implementing effective routines to support Residents' learning
- Promoting Residents' development of professional responsibility and creating opportunities for the Resident to engage with families and the broader school community

(initials): ___/___

Evaluation

- Mentors will be engaged in ongoing formative and informal evaluations of their Residents throughout the year, including a mid-year survey that involves an evaluation of their Resident.

(initials): ___/___

Administration

- Mentors will include Residents in all school retreats, meetings, events, team meetings, parent-teacher and student-led conferences.
- Mentors will serve as an ambassador of their Resident to colleagues and their principal to make sure that the Resident is included and supported by the school from day one.
- Mentors will complete two surveys on what is working and what is not about the Residency Program over the course of the year.
- Mentors will be video-taped and observed, with advanced notice, periodically throughout the school year in their work with their Resident.
- Mentors will make every reasonable effort to be present at school, limit absences, and model professionalism in terms of presence on the school site.

(initials): ___/___

ABC Teacher Residency Mentor Benefits

- Mentors will receive a \$___ stipend over the course of the school year.
- Mentors will receive \$_____ to spend on their own professional growth goals.
- Mentors will be trained as described above.
- Mentors will receive coaching from ABC director to support them as described above.
- Mentors will have a cohort of fellow Mentors with whom to think and discuss teaching, learning and mentoring, including once monthly mentor buddy meetings.
- Mentors will share the work of planning, grading and teaching with someone else.
- Mentors will have the satisfaction of bringing someone into one of the most extraordinary professions in the world and

ensuring that they are the most successful teachers they can be.

(initials): ___/___

Assignment

Assignments are contingent upon a match at your school site and will change each school year. We will also evaluate your work as a Mentor to determine whether or not you are eligible to continue working with the Residency Program. This means that while we recognize you as eligible to work as a Mentor, there must be someone for you to mentor.

A Mentor may not assign or delegate any mentoring tasks to anyone for any part of his/her duties under this MOU without prior approval from the Residency Program Manager.

Assigned tasks and expectations are listed in the first portion of this MOU.

Payment

In consideration for the coaching services to be performed by the Residency Mentor:

ABC Public schools agrees to pay the Residency Mentor at the rate of \$_____ per year.

(initials): ___/___

Terms of Payment

ABC schools shall pay the Residency Mentor. The Residency Mentor will receive the \$_____ stipend in bi-weekly payments.

Term of MOU

This MOU will become effective when signed by both Parties and will terminate on _____, unless terminated earlier as provided below.

Terminating the MOU

Either party may terminate this MOU without cause effective after sixty (60) days prior written notice. Either party may terminate this MOU, with cause, effective immediately.

Confidentiality

Residency Mentor will not disclose or use, either during or after the term of this MOU, any confidential information of the participating teacher and/or ABC without the participating teacher’s prior written permission except to the extent necessary to perform services on participating teacher’s behalf. Confidential information includes without limitation:

- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of ABC sites, or any family information associated with any pupil in attendance at any of our school sites.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any teacher, principal or staff member employed at any of ABC sites, or any family information associated with any teacher, principal or staff member of any of our school sites.

Implementing the Memorandum of Understanding

This Memorandum of Understanding expresses our agreement on and common understanding of the goals of the ABC Mentor as described by, but not limited to, the above items. This MOU will become effective when signed by all parties below, and will remain effective through the XYZ school year.

Commitment to Teaching Position & School

Once the Mentor has met a Resident and agreed to mentor him or her, the Mentor is also agreeing to stay in the same teaching position for that school year. It is imperative that the Mentor stay at the same school and in the same position because the Resident is anticipating this consistency. If a Mentor were to leave a school or position, the Resident may end up without a placement. Please **initial** (____/____) that as a Mentor you understand the importance of this commitment.

Signatures

Residency Mentor _____
print

Residency Mentor _____ Date _____
signature

Program Director _____
print

Program Director _____ Date _____
signature

Exhibit D**Partner Expectations**

The following represent Alder GSE's programmatic expectations of all Partners:

- Partner serves a population of students from traditionally underserved communities.
- Partner is willing to engage in conversations about what makes a great teacher and to collect and provide data on metrics such as retention, effectiveness and demographics.
- Partner's board, union, parents and leaders are supportive of the partnership.
- Partner engages in collaborative conversations to establish a shared understanding of effective teaching.
- Partner commits to appointing one full FTE who meets the criteria for Director role (cost to be shared by Partner and Alder GSE after the planning year and once students are paying tuition as specified in Exhibit A) and Partner commits to supporting Mentors with stipends.
- Partner supports the professional development of the Partner Director.
- Partner recognizes that Residents are students and will seek to invest in the development of the Residents as lifelong educators.
- Partner is ready, willing and able to organize meetings with the appropriate range of interested parties; to ensure open lines of communication throughout the partnership; and to support the cadre of individuals committing to this work.
- Partner is ready, willing and able to release Mentors once/month and during take over weeks.
- Partner is ready, willing and able to participate in recruiting and selection as set out in this agreement.
- Partner expects its Residents to be committed to the Program and not have more than 10 absences in the classroom for any reason; In the event a Resident has ten or more absences, Partner and Alder GSE shall work together to address the issue with the Resident.
- Partner demonstrates commitment to collaborative evidence-based practices and continuous program improvement.
- Partner has partnerships with appropriate other educational, social, and community entities that support teaching and learning.
- Partner places students with disabilities in the Least Restrictive Environment (LRE).
- Partner will ensure education specialist candidates have the opportunity to interact with different age groups in both general and special education settings reflecting the continuum of placement options in a way that meets the requirement of their academic program.
- Partner places students, where applicable in an environment that will provide support for dual language learners with disabilities.
- Partner provides robust programs and support for English learners.
- Partner reflects to the extent possible socioeconomic and cultural diversity.
- Partner permits video capture for candidate reflection and TPA completion.
- Partner ensures that school sites hosting Residents have a fully qualified site administrator.
- Partner is committed to equal employment opportunity and non-discrimination in employment, and all other programs and services, on the basis of any status protected by applicable federal, state and local laws, including race, sex, national origin, religion, age, disability, gender identity and sexual orientation.
- Partner has established procedures for promptly investigating and remedying harassment based upon protected characteristics.
- The Partner's policies and procedures for sexual assault and sexual harassment meet or exceed the

requirements of Title IX.

- Partner is committed to diversity and inclusion in its programs and services.

Alder GSE has the following additional organizational expectations for Partners –both public districts and public charter management organizations:

- Partner actively engages and elevates teacher voices.
- Partner ensures that selection of K-12 students is transparent.
- Partner abides by fair and transparent teacher qualification requirements, student enrollment and exit policies.
- Partner advocates for equitable funding across all local public charter and local public district schools.
- Partner encourages transparency of funding sources.
- Partners contributes to a network of schools established by the publicly elected board that grants charters and oversees the public schools so that the public school network serves all students and all families.
- Partner promotes accountability to the publicly elected board and to the commitments made to the students and families.
- Partner understands the important role that organized labor and unions have played in our country's history.

Exhibit E

Resident Application Criteria

To be eligible to apply to the Teacher Residency at Alder GSE, applicants must:

- Complete a bachelor's degree from an accredited domestic institution
- Have maintained a GPA of 3.0 or higher on the last 60 semester of 90 quarter units earned²
- Be eligible to work in the U.S. for purposes of teacher credentialing

To be selected for the Teacher Residency at Alder GSE, an applicant must demonstrate the Alder GSE Competencies listed below.

1. **Academic Achievement & Performance:** Demonstrates a commitment to excellence and exhibits a history of excellence in education.
2. **Communication Skills:** Demonstrates the capacity to communicate and write clearly.
3. **Commitment to Career in Teaching in Underserved Schools:** Believes that learning to teach is a lifelong endeavor worth the pursuit. Embodies our commitment that every student has access to great teachers and equitable education.
4. **Commitment to Inclusive Community:** Believes in the tenets of equity and inclusion. Can work with others across communities, beliefs and backgrounds. Empathetically understands the needs and desires of the students and families we serve.
5. **Purposefulness & Resiliency:** Understands, embraces and consistently takes deliberate action to achieve Alder's vision and mission (see below). This includes long term goal setting, backwards mapping from the goal(s) and taking steps along the path toward the goal(s). Remain committed and actively engaged even when faced with difficult challenges.
6. **Collaboration:** Develops strong relationships with colleagues, works from a "one for all, all for one" premise in order to accomplish more together than is possible alone.
7. **Growth Mindset:** Demonstrates the discipline to continually improve. This includes the habit of reflection and analysis of what worked and what did not work and what the best next steps are.

Alder GSE will keep Partner informed of any changes in criteria and nomination systems.

² Individuals with a GPA below 3.0 may apply, but must follow the Alder GSE process for application appeals.

Exhibit F

Sample Partner Director of Teacher Residency Job Description

GENERAL SUMMARY

The mission of the Alder Graduate School of Education is to create opportunity and cultivate success for every student by recruiting and educating excellent teachers and leaders who reflect our schools' communities. At Alder GSE we invest in and develop great teachers. Partner directors collaborate in building Alder GSE's educational program with TK-12 school partners, and in ensuring the realization of our vision: outstanding teachers and leaders change students' lives and make the world a better and more just place.

The Partner Director of Teacher Residency is responsible for the oversight and execution of the Teacher Residency Program for their region. The Residency will include seminar instruction as well as individual coaching to support and create an excellent pipeline of teachers.

ESSENTIAL DUTIES & RESPONSIBILITIES

- Design and facilitate group instruction for all Residents in their region each week based on best practices in adult learning and teacher education, working very closely with the other Alder Directors to align trainings to meet the needs of the Residents in the region.
- Engage in collaborative, cross-regional work
- Lead site visits that foster resident and mentor growth
- Supervise, manage, and support Residents through the Residency year
- Design and facilitate group instruction for all Mentors each month and provide on-going coaching and support
- Work with the Lead Mentor, Program Supervisors, and departments in the Region to successfully support Residents and Mentors
- Promote the growth of the Alder Graduate School of Education
- Support and collaborate with principals who work with Residents
- Collaborate with the Alder team to recruit, select, and match an excellent Resident/Mentor cohort each year
- Travel as necessary to school sites
- Co-plan and run summer Mentor-Resident Orientation and other training activities for Mentors and Residents
- Participate in weekly Residency team meetings, Leadership Retreats, all Resident selection and assessment and other events as part of the Leadership Team (e.g., Director's Meetings)
- Demonstrate knowledge of, and support, regional mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Perform other related duties as required and assigned

QUALIFICATIONS

1) Required knowledge, skills & abilities:

- Experienced in supporting highly effective and new teachers
- Deep knowledge in curriculum, instruction and adult learning
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to handle multiple projects concurrently; ability to work independently

- Ability to handle confidential and sensitive issues with diplomacy and even-handedness and ability to work effectively with teammates of all levels
- Proven leadership skills with exceptional ability to bridge and enhance cooperative working relationships
- Ability to work in ambiguous, complex, and rapidly changing environments
- Excellent communication skills and demonstrated experience collaborating with diverse stakeholders
- Enthusiasm for the role and required tasks
- Belief that education transforms lives and that every student deserves the opportunity to go to college
- Passion for graduate schools of education and their communities
- Enthusiasm for Alder GSE's mission and vision, as well as that of partner organization

2) Minimum educational level:

- Doctoral level degree preferred. Master's level degree in relevant field also accepted

3) Experience required:

- 5 or more years of experience and success in related roles

COMPENSATION

varies by partner

Exhibit G

Alder GSE Faculty Development Policy for Partner Directors

FACULTY DEVELOPMENT OPPORTUNITIES

Our WHY: Alder GSE's mission (and hedgehog) is excellent teachers. We invest and support the development of everyone on the team to think and iterate and continue to grow and learn more each year about how to come closer and closer to realizing our mission and ensuring that every K-12 teacher is excellent. Our policy around teacher educator/faculty support below is an effort to do this well for Partner Directors.

Partner Directors are classified as Clinical Faculty in Alder and are encouraged to attend faculty development experiences each year.

Root Partner³ Directors are encouraged to attend two Alder retreats, two Alder faculty meetings, and at least one other event. Among the faculty development experiences Alder recommends are events facilitated by:

- American Association of Colleges of Teacher Education (AACTE)
- National Center for Teacher Residencies (NCTR)
- National Equity Project (NEP)
- Learning to Teach/Teacher Prep Portfolio (or other Schusterman Foundation events)
- UnboundEd
- Teaching Works

Directors should work with the Alder Dean/Associate Dean and their Supervisor in their program to identify faculty development experiences best aligned with professional and program goals.

Branch Partner Directors⁴ are encouraged to attend one local Alder retreat and two Alder faculty meetings.

COVID-19 UPDATE: In light of the pandemic, all in-person faculty development is on hold until further notice: Alder retreats will be virtual at least through December 2020 Alder will look for other virtual development opportunities

EXPENSE REIMBURSEMENT

Alder will contribute up to \$2,000/year toward expenses related to this faculty development. (Should the position be shared by more than one person throughout the year, the \$2,000 will be shared between them. During the Planning Year, Alder will prorate its contribution based on the number of months the Partner Director is employed in the position.) The K12 partner (or partners in a combined cohort) will be expected to contribute up to a total of \$2,000/year toward

³ Root Partner is defined as the organization who employs the Partner Director for a cohort; the Root Partner Director is the primary person responsible for a given cohort and is designated in the MOU.

⁴ A Branch Partner Director may exist for some combined cohorts and will be designated in the MOU. That person may support the Root Partner Director with observations or related work.

development opportunities other than Alder retreats, and Alder will cover the Partner Director's expenses related to attendance at the two Alder retreats. Allowable expenses include:

- Airfare or mileage
- Parking and tolls
- Lyft, Uber or taxis
- Rental cars
- Lodging (shared room when possible)
- Meals
- Registration fees
- Other expenses as appropriate and approved by Alder Dean and Partner Supervisor

Note that faculty development funds are not intended for expenses unrelated to faculty professional development (ie seminar supplies or lunches, which are covered by Partner etc).

Exhibit H

Resident Accommodation Procedures

As described in Alder’s GSE [Disabilities and Accommodations Procedures](#), we are committed to complying with the ADA and Section 504 in connection with all of our programs and services, including residency. This includes ensuring that reasonable accommodations are provided for qualified students with disabilities.

Teacher Residency is or may be considered a “program or service” of both Alder and its Partner, where each have obligations under ADA II, Section 504 and potentially other laws that prohibit discrimination on the basis of disability, including the affirmative requirement to provide reasonable accommodations. These procedures set out how Alder and its Partners will handle such requests.

We recognize that Alder and the Partner must be in agreement on any accommodations that will occur at the School site. The K-12 partner (using its own procedures, which will typically include the site-administrator and its human resources department), must decide whether to agree to accommodations and how those will be monitored. Alder and the Partner will also need to determine who will bear the cost of any necessary accommodations.

Initial Intake

Alder asks all students requesting accommodations whether they will need accommodations at their site-placement. Sometimes students will not know they have a need until they are at the site, or a need for accommodations may develop during the Residency. If a Resident with a disability makes a request directly to the Partner, that request shall be forwarded to the Alder GSE Office of Student Services.

That Office will make an initial determination of whether the Resident has a disability, and whether the Resident’s documentation supports the need for an accommodation during the site placement. If the Resident is not already approved for academic accommodations, the Office of Student Services will follow its usual procedures. The Office of Student Services will also make a preliminary determination of whether the requested accommodation is reasonable (e.g. burden) and would not waive essential requirements or result in a fundamental alteration of the Residency program.

Interactive Process

After the initial intake and assessment, the Office of Student Services will coordinate with the Partner director, share relevant documentation, and discuss with the Partner whether the requested accommodation can be provided, alternatives, cost, burden and other considerations. Alder and the Partner will then engage the Resident in the interactive process.

Under Alder’s Accommodation Procedures each Resident must authorize Alder to share information with Partners. This information is confidential, and should only be shared with need-to-know individuals at the site-placement.

Under federal law a decision to reject a request for accommodations based upon undue burden or fundamental alteration of program requirements is typically vested with the head of the entity or its designee. The President of Alder GSE has delegated this authority to [insert title]. The K-12 Partner’s School District will have a designated office or level for such decisions.

Resident Support Plan and Agreement

Once the K-12 Partner, Alder and the student reach an understanding on site-placement accommodations, this will be memorialized in an official agreement letter indicating what accommodations will be provided and any requested accommodations that were denied. The Director of Student Services and the Partner director must both approve this letter. The second page of this document contains a partner [site-placement accommodations agreement letter template](#). Once the letter is signed by the partner director and resident, it should be sent to the Office of Student Services to be added to the student's file and tracked appropriately.

Under Alder GSE Accommodation Procedures, all accommodations are memorialized in a Support Plan that is monitored by the Director of Student Services. Residents who are receiving accommodations for the Academic Program will have this additional support added to their current Support Plan. For residents who are only requiring site-placement accommodations, a Support Plan will be created.

Resident Accommodations Agreement

Template- Please only use this a reference and add the content to your partner letterhead

[Note: This Agreement is used to memorialize accommodations that have been agreed to by all parties. If all requests have been denied, a different letter should be used stating the reason, the level at which the decision was made, and any appeal rights.]

Partner Letterhead

Dear **Student Name**,

The mission and purpose of the **Partner Teacher Residency** at Alder GSE is to develop and support excellent teachers. Therefore, we are keenly committed to ensuring all our students are able to thrive and succeed in their school-placement. On **Date**, Alder GSE provided us with its determination that you were a qualified individual with disabilities who had requested an accommodation during the Residency.

In consultation with the Alder GSE, the Resident, site-administrator, and mentor, the following are the accommodations approved: **Description of the modifications or accommodations**. These accommodations will begin on **State Date** and will continue [throughout the residency year unless otherwise requested by the student or medical provider] [until Date when they will be reviewed].

Our hope is that these accommodations will allow you to meet the learning outcomes and expectations of the site-placement. These accommodations should not alter the current education program or fieldwork placement. During takeover weeks or other times where the accommodations might alter the academic program or fieldwork, the partner director will consult in advance with the resident to develop alternative plans, if needed.

To mutually support these accommodations, the following are the responsibilities of the Resident and Partner Director:

Resident's Responsibilities:

- Communicate extension requests or specific accommodation with advance notice to ensure implementation of accommodation
- Notify partner director if medical condition changes (if accommodations are based on temporary condition)
- Notify partner director if additional support is needed

Director's Responsibilities:

- Monitor accommodation in the resident's Support Plan, with support from the Office of Student Services at Alder GSE.
- Inform appropriate individuals regarding the resident's accommodations and ensure they are established.
- Provide intervention if performance is being affected; inform the Office of Student Services and Academic team in case additional support is needed.

These accommodations have been approved based on the documentation provided by the resident. Requests to amend or modify these accommodations may need to be supported by additional documentation.

Resident Signature: _____ Date: _____

Director Signature: _____ Date: _____

Office of Student Services Signature: _____ Date: _____

Alarcon • Bohm

Project Name: Add wall at Library

4/30/21

Address: Lighthouse Community Charter School

Total Cost Labor Cost Material Cost

SF:

1.0 Mobilization/Set-Up

1.1	mob & plastic set up	\$ 4,810	\$ 4,560	\$ 250.00
1.2		\$ -	\$ -	\$ -
1.10		\$ -	\$ -	\$ -

2.0 Demolition

2.1	remove cabinetry, wall panels remove lighting in areas where new lights will go	\$ 3,490	\$ 3,040	\$ 450.00
2.2		\$ 2,730	\$ 2,280	\$ 450.00
2.3		\$ -	\$ -	\$ -
2.4		\$ -	\$ -	\$ -
2.10		\$ -	\$ -	\$ -

3.0 Framing and drywall

504.0 3.1	frame new wall at library patch drywall - new library wall, and at sink install areas	\$ 16,370	\$ 14,720	\$ 1,650.00
3.2		\$ 7,810	\$ 7,360	\$ 450.00
3.3	insulation	\$ 3,135	\$ 2,760	\$ 375.00
504.0 3.4	drywall	\$ 8,110	\$ 7,360	\$ 750.00
3.5	taping and texture	\$ 11,990	\$ 11,040	\$ 950.00
3.6		\$ -	\$ -	\$ -
3.7		\$ -	\$ -	\$ -
3.8		\$ -	\$ -	\$ -
3.9		\$ -	\$ -	\$ -
3.10		\$ -	\$ -	\$ -

4.0 Plumbing

4.1	add sink at media room	\$ 14,900	\$ 12,000	\$ 2,900.00
4.2	add sink at humanity room	\$ 14,900	\$ 12,000	\$ 2,900.00
4.3		\$ -	\$ -	\$ -
4.4		\$ -	\$ -	\$ -

5.0 Electrical

5.1	install (30) 4' hanging LED fixtures - allowance non specified at time of budget, add (6) recepticals at new wall	\$ 30,300	\$ 16,800	\$ 13,500.00
5.2		\$ -	\$ -	\$ -
5.3		\$ -	\$ -	\$ -
5.10		\$ -	\$ -	\$ -

8.0 Flooring

8.1	baseboard at new library wall	\$ 1,110	\$ 760	\$ 350.00
8.2	VCT at new sink areas - each 4' x 6'	\$ 3,760	\$ 3,040	\$ 720.00
8.3	wall base - new sink areas	\$ 720	\$ 570	\$ 150.00
8.4		\$ -	\$ -	\$ -
8.5		\$ -	\$ -	\$ -
8.10		\$ -	\$ -	\$ -

9.0 Paint

9.1	interior paint - new wall	\$ 7,790	\$ 6,840	\$ 950.00
9.2	touch ups at new sink areas	\$ 1,870	\$ 1,520	\$ 350.00
9.3		\$ -	\$ -	\$ -
9.4		\$ -	\$ -	\$ -
9.10		\$ -	\$ -	\$ -

13.0 General Conditions

13.1	General conditions, supervision, project management, safety, daily site clean- up, etc.	\$ 8,750	\$ 8,750	
13.2	Disposables	\$ 3,967		\$ 3,967
13.3	Final Clean	\$ 1,520	\$ 1,520	\$ -
13.4		\$ -	\$ -	\$ -

HARD COST TOTAL \$ 148,032 \$ 116,920 \$ 31,112.00

14.0 Overhead/Fee

14.1	General requirements, overhead items and equipment rental	\$ 4,441		
14.2	GL insurance	\$ 2,287		
14.3	fee	\$ 13,928		

TOTAL COST \$ 168,688