



Camino Nuevo Charter Academy

CNCA Regular Board Meeting

Amended on June 28, 2021 at 10:49 AM PDT

Date and Time

Tuesday June 22, 2021 at 4:00 PM PDT

Location

ZOOM

In accordance with Mayor Garcetti's "Safer at Home" City Order ([Link](#)) and Governor Newsome's State Executive Order([Link](#)) CNCA will be holding Board Meetings via ZOOM video conference and telephone. No physical CNCA school locations will be open to the public.

This meeting is open to the public through the telephone 1 (669) 900-9128 (US Toll) and ZOOM video conference. To ensure meeting safety, there will be an online ZOOM waiting room set up for participants 10 minutes prior to the meeting. Attendees will be welcomed in prior to the start of the meeting at 4:00 pm. The waiting room will be checked regularly so that anyone joining the meeting late can still join.

Members of the public who wish to address the Board regarding items on this agenda or who need special accommodations should contact Leylani Lira in the Chief Executive Officer's office at 213-417-3400 ext. 1401 or Leylani.Lira@caminonuevo.org. Speakers are limited to no more than 2 minutes each. Speakers may also sign up in person the day of the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Approve Minutes	Approve Minutes		1 m
Approve minutes for CNCA Regular Board Meeting on May 11, 2021			

	Purpose	Presenter	Time
II. Public Comment			4:02 PM
A. 2-Minute Limit per Speaker	FYI		20 m
III. New Board Member Approval			4:22 PM
A. Areli Jimenez Villareal	Vote	Cindy Smet	10 m
IV. Consent Agenda			4:32 PM
A. Consent Agenda Action	Vote	Cindy Smet	5 m
B. 2021 Spring Consolidated Applications			
C. ECEC Self-Evaluation and Resolutions			
D. 2021-22 Student/Family Handbook - Updates			
E. 2021-22 NSLP Meal Vendor			
F. Title I Parent Involvement Policy and Compact			
G. Declaration of Need for Fully Qualified Educators			
H. 2021-22 EXED Contract			
I. 2021-22 CNCA Regular Board Meeting Dates			
V. Education Committee			4:37 PM
A. Fall 2021 Full Reopening Plan	Vote	Rachel Hazlehurst	15 m
VI. Governance Advisory Group			4:52 PM
A. Officer Elections	Vote	Cindy Smet	5 m
B. Term Renewals	Vote	Cindy Smet	5 m
VII. Seed Collaborative Presentation			
VIII. Finance			5:02 PM
A. April 2021 Financial Reports	Discuss	Sonia Oliva	10 m
B. 6th Amended Limited Services Agreement with Pueblo Nuevo Education and Development Group	Vote		5 m
IX. CEO Update			5:17 PM
A. CEO Report: Annual Oversight Report: CNHS 2	FYI	Adriana Abich	5 m
B. Enrollment Update	FYI	Crystal Day	5 m
X. Student and Family Services			5:27 PM

	Purpose	Presenter	Time
A. Class of 2021 - College Acceptance	FYI	Erica Gonzalez	5 m
XI. Convene to Closed Session			5:32 PM
A. Conference with Legal Counsel: Anticipated Litigation (G.C. 54956.9(d)(2))	Discuss		25 m
XII. Closing Items			5:57 PM
A. Adjourn Meeting	Vote		1 m

Cover Sheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for CNCA Regular Board Meeting on May 11, 2021



Camino Nuevo Charter Academy

Minutes

CNCA Regular Board Meeting

Date and Time

Tuesday May 11, 2021 at 4:00 PM

Location

ZOOM Meeting

In accordance with Mayor Garcetti's "Safer at Home" City Order ([Link](#)) and Governor Newsome's State Executive Order([Link](#)) CNCA will be holding Board Meetings via ZOOM video conference and telephone. No physical CNCA school locations will be open to the public.

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Join Zoom Meeting

[https://caminonuevo-org.zoom.us/j/93974544816?](https://caminonuevo-org.zoom.us/j/93974544816?pwd=cjFRSG5CRE84TEFQVjFsdzRLQ3I3UT09)

pwd=cjFRSG5CRE84TEFQVjFsdzRLQ3I3UT09

Meeting ID: 939 7454 4816

Passcode: L0ksdQ

One tap mobile

+16699009128,,93974544816#,,,,*036999# US (San Jose)

+12532158782,,93974544816#,,,,*036999# US (Tacoma)

Meeting ID: 939 7454 4816

Passcode: 036999

Members of the public who wish to address the Board regarding items on this agenda or who need special accommodations should contact Leylani Lira in the Chief Executive Officer's office at 213-417-3400 ext. 1401 or Leylani.Lira@caminonuevo.org. Speakers

are limited to no more than 2 minutes each. Speakers may also sign up in person the day of the meeting.

Directors Present

C. Garcia Alvarado (remote), C. Smet (remote), D. Gidlow (remote), E. Lopez (remote), G. Flores (remote), J. Ortega (remote), L. Jennings (remote), R. Hunt (remote), S. Ito (remote), T. Powers (remote)

Directors Absent

None

Directors who arrived after the meeting opened

T. Powers

Directors who left before the meeting adjourned

J. Ortega, L. Jennings

Guests Present

A. Abich (remote), L. Lira (remote)

I. Opening Items

A. Record Attendance

T. Powers arrived at 4:10 PM.
J. Ortega left at 6:17 PM.
L. Jennings left at 6:23 PM.

B. Call the Meeting to Order

C. Smet called a meeting of the board of directors of Camino Nuevo Charter Academy to order on Tuesday May 11, 2021 at 4:03 PM.
S. Ito made a motion to amend the agenda for today's meeting, eliminating item X, as there is no agenda for closed session.
R. Hunt seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

G. Flores	Absent
C. Garcia Alvarado	Aye
J. Ortega	Absent
D. Gidlow	Aye
T. Powers	Absent
E. Lopez	Absent
L. Jennings	Aye
R. Hunt	Aye
C. Smet	Aye
S. Ito	Aye

C. Approve 03/09/21 Meeting Minutes

L. Jennings made a motion to approve the minutes from CNCA Regular Board Meeting on 03-09-21.
R. Hunt seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

C. Garcia Alvarado	Abstain
G. Flores	Absent
J. Ortega	Absent
D. Gidlow	Aye
R. Hunt	Aye
L. Jennings	Aye
E. Lopez	Absent
C. Smet	Aye
S. Ito	Aye
T. Powers	Absent

D. Approve 03/23/21 Special Meeting Minutes

D. Gidlow made a motion to approve the minutes from CNCA Special Board Meeting on 03-23-21.

L. Jennings seconded the motion.

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

Roll Call

S. Ito	Aye
C. Smet	Aye
C. Garcia Alvarado	Aye
L. Jennings	Aye
E. Lopez	Absent
T. Powers	Absent
R. Hunt	Aye
J. Ortega	Absent
D. Gidlow	Aye
G. Flores	Absent

II. Public Comment

A. 2-Minute Limit per Speaker

The following educators, students and board member addressed the meeting:

- Robert Spencer, Vice President of Schools
- Dorenyse Diaz of the Miramar campus
- Naomi Covarrubias & Derick Gonzalez of the Miramar campus
- Laura Farrel, of the Dalzell-Lance campus and President of the Camino Nuevo Teachers Association
- Christian Garcia of the Miramar campus
- Jeanne-Marie DeQuiroz of the Miramar campus
- Maria Covarrubias of the Dalzell-Lance campus
- David Gidlow, member of the CNCA Board

III. 3 New Board Member Approvals

A. Elena Lopez

C. Garcia Alvarado made a motion to approve the nomination of Elena Lopez to the CNCA Board for a 1-year provisional term.

L. Jennings seconded the motion.

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

Roll Call

C. Garcia Alvarado	Aye
T. Powers	Aye
J. Ortega	Absent

Roll Call

D. Gidlow	Aye
E. Lopez	Absent
S. Ito	Aye
L. Jennings	Aye
C. Smet	Aye
R. Hunt	Aye
G. Flores	Absent

B. Gil Flores

D. Gidlow made a motion to approve the nomination of Gil Flores to the CNCA Board for a 1-year provisional term.

T. Powers seconded the motion.

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

Roll Call

J. Ortega	Absent
R. Hunt	Aye
D. Gidlow	Aye
C. Smet	Aye
C. Garcia Alvarado	Aye
T. Powers	Aye
S. Ito	Aye
G. Flores	Absent
L. Jennings	Aye
E. Lopez	Absent

C. Jazmin Ortega

S. Ito made a motion to approve the nomination of Jazmin Ortega to the CNCA Board for a 1-year provisional term.

L. Jennings seconded the motion.

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

Roll Call

D. Gidlow	Aye
R. Hunt	Aye
E. Lopez	Absent
G. Flores	Absent
T. Powers	Aye
C. Smet	Aye
J. Ortega	Absent
C. Garcia Alvarado	Aye
L. Jennings	Aye
S. Ito	Aye

IV. Consent Agenda

A. Consent Agenda Action

R. Hunt made a motion to approve each of the items contained in the Consent Agenda.

S. Ito seconded the motion.

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

Roll Call

D. Gidlow	Aye
C. Smet	Aye
C. Garcia Alvarado	Aye
R. Hunt	Aye

Roll Call

T. Powers	Aye
L. Jennings	Aye
G. Flores	Aye
S. Ito	Aye
J. Ortega	Aye
E. Lopez	Aye

B. Collective LAUSD COP3 Intent to Exit 2020

C. SPSA for each Charter

D. Janitorial, PPE, and HVAC RFP Selections for 2021-22

E. FSMC RFP Selection for 2021-22

F. Fiscal Policies Revision - Nvoice Pay

G. DA Davidson Brokerage Account

H. CEO to be Signer on Wells Fargo Bank Line of Credit Renewal

I. ECE - Program Admin Approval - Andy Onate, Program Director; Adriana Abich, Executive Director

J. Resolution - Approving TK Requirements for TK Teachers

V. Finance

A. March 2021 Financial Reports

Sonia Olivia from ExEd presented the March 2021 financial reports and budget updates.

B. Draft FY21-22 Budget

VI. Finance Committee Update

A. Finance Committee Update

C. Smet made a motion to withhold funding of Miramar's third critical needs request. As Miramar will cease operations as of 6/30/2021, these funds are no longer needed.

G. Flores seconded the motion.

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

Roll Call

C. Smet	Aye
L. Jennings	Aye
C. Garcia Alvarado	Aye
S. Ito	Aye
R. Hunt	Aye
G. Flores	Aye
E. Lopez	Aye
D. Gidlow	Aye
T. Powers	Aye

Roll Call

J. Ortega Aye

VII. CEO Update

A. CEO Report: Annual Oversight Reports: CNCA 1, CNCA 2, CNCA 4, & CNHS

1

Adriana Abich, CNCA CEO, presented the CEO's report.

VIII. Operations & Student and Family Services

A. LCAP Process Update

Chantavia Moore, Vice President of Strategy and Operations, presented an update on the LCAP process.

B. Preview of Summer Programming and Technology/Recreation Pod Update

Erica Gonzalez, Vice President of Student and Family Supports, presented a preview of summer programming, along with an update on the creation of technology/recreation pods.

IX. Academic Update

A. Preview of Hybrid Model and ELO Grant

Rachel Hazlehurst, Vice President of Curriculum and Instruction, presented a preview of the Fall 2021 hybrid instructional model, proposed ELO grant and SBAC viability.

B. SBAC Viability

X. Convene to Closed Session

A. Personnel Matter

There was no closed session.

XI. Closing Items

A. Adjourn Meeting

R. Hunt made a motion to adjourn the board meeting.

C. Smet seconded the motion.

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

Roll Call

S. Ito Aye

T. Powers Aye

G. Flores Aye

E. Lopez Aye

C. Smet Aye

C. Garcia Alvarado Aye

R. Hunt Aye

D. Gidlow Aye

J. Ortega Absent

L. Jennings Absent

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:33 PM.

Respectfully Submitted,
D. Gidlow

Cover Sheet

Areli Jimenez Villareal

Section:	III. New Board Member Approval
Item:	A. Areli Jimenez Villareal
Purpose:	Vote
Submitted by:	
Related Material:	Areli Jimenez Villarreal Resume.pdf

Areli Jimenez Villarreal

3129 Quarry Road
Palmdale, California 93550
Email: arelij09@gmail.com
Cell: (323) 252-4805

Professional Summary: Seeking an opportunity within the realm of project management to showcase my strong organization skills and proficiency in generating reports, analyzing data, problem solving, and strategic planning

Employment History:

UCLA Department of Information Technology Services

August 2016 – Present

Telecommunications Service Analyst

- Coordinate, review and perform all moves, adds, and changes required for campus telecommunication customers
- Coordinate and transition end-of-service lifecycle Norstar telephone equipment to VoIP
- Support the Voice Services initiative to include research and analysis pertaining to the decommissioning of all Remote Switching Centers and the SL 100 switches
- Coordinate building infrastructure assessment of all campus Telecommunication rooms
- Design databases, generate reports, establish procedures and data input interfaces using SQL Developer
- Perform analysis and present results utilizing SQL, Microsoft Power BI and Excel
- Manipulate files and their associated data for rapid delivery to customers
- Optimize data collection procedures and generate reports on a weekly, monthly, and quarterly basis
- Create complex reports in Advanced Excel utilizing complex functions
- Builds and maintains effective customer relationships by providing timely follow-up and feedback
- Handles customer requests and routes them to the appropriate party for tracking and resolution
- Work with various units to gather and interpret report specifications and identify data requirements
- Present data and results to management for strategic planning and operations

Administrative Assistant

October 2015 – July 2016

- Managed the Director of Communications Infrastructure day-to-day calendar, including prioritizing and scheduling meetings
- Scheduled and coordinated details for meetings and conference calls
- Recorded, compiled, transcribed, and distributed the minutes of meetings
- Managed office inventory and initiated requisitions to order supplies and equipment
- Compiled and distributed presentation materials
- Assisted in creating charts, maintaining spreadsheets, and updating records
- Established and maintained both electronic and manual files
- Effectively monitored deadlines and critical materials required by management
- Screened and directed phone calls and distributed correspondences
- Assisted with special projects as assigned

Mobile Program Coordinator

March 2015 – March 2016

- Retrieved and processed after-hour service calls through voice and email
- Processed mobile orders within 24-hours per the Service Level Agreement disclaimer
- Adhered to standard procedures for university and non-university Mobile Program accounts
- Established new mobile service for customers
- Assisted customers to activate service upon request
- Contacted customers and provided status updates for completion of order requests
- Provided first-level training to customers for mobile plans, devices, and accessories

Los Angeles County Department of Public Services

Intermediate Clerk

January 2015 – March 2015

- Maintained records in proper alpha and numeric sequence
- Retrieved, purged, updated and re-filed materials as assigned
- Collected, sorted, processed, and distributed mail and packages
- Provided clerical assistance to staff personnel
- Assisted with special projects and assignments
- Processed forms, documents and other materials in accordance with regulations, procedures, and guidelines

ABILITIES/SKILLS

Personal Attributes: Ability to learn and adapt quickly to changing priorities, meet heavy deadlines, exercise strong analytical and problem solving-skills, convey information clearly, work independently with minimal supervision, goal-oriented, highly motivated, well-organized and attentive to details, follows best practices to support logical and efficient decision-making, seeks to deliver quality solutions

Community Volunteer Services: Deferred Action Consultant for City of Los Angeles – provide full-scope assistance to individual cases based on thorough review of documentation; advise and assist in processing and mailing applications and renewals

Computer Skills/System Applications: Oracle SQL Developer, Advanced Excel, PowerPoint Presentations, Access, Microsoft Word, Outlook

Languages: English, Spanish

Education: California State University, Dominguez/ Carson, California
Degree: Bachelors of Science/ Business Administration Accounting (GPA: 3.45)

Education: Camino Nuevo Charter Academy/ Los Angeles, California
High School Diploma 2009/ Honors (GPA: 3.78)/ Honors Student

Affiliations: Phi Kappa Phi Honor Society

References: To Be Furnished Upon Request

Cover Sheet

2021 Spring Consolidated Applications

Section: IV. Consent Agenda
Item: B. 2021 Spring Consolidated Applications
Purpose:
Submitted by:
Related Material: 2021 Spring ConApp Summary & Funding Applications.pdf



Camino Nuevo Charter Academy

Spring 2021 Consolidated Application Reporting System (CARS) Data Collection

Board Summary

The Consolidated Application is used by the California Department of Education to distribute funds from various Federal programs to county offices, school districts, and charter schools throughout California. Every local educational agency (LEA) certifies the Spring Release data collections to document participation in Federal programs under the Every Student Succeeds Act (ESSA) and provides assurances that the LEA will comply with the legal requirements of each program.

This spring data collection for the 2020-21 application is normally submitted by June 30, 2021, to request or decline participation in the federal programs listed below. This year, the CDE has pushed this deadline. The 2021-22 Consolidated Application includes an assurance that your school will complete a Local Control and Accountability Plan (LCAP) and LCAP Federal Addendum, approved by the local governing board, to meet Every Student Succeeds Act (ESSA) Local Agency Plan requirements.

Federal Program Descriptions

Title I Part A: Helping Disadvantaged Children – A federal program to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education and reach, at a minimum, proficiency on challenging state academic achievement standards and state academic assessments.

Title II Part A: Teacher Quality – A federal program that increases student academic achievement through strategies such as improving teacher and principal quality and effectiveness, increasing the number of teachers and principals who are effective in improving student academic achievement in the classroom and providing low-income and minority students greater access to effective teachers, principals and school leaders.

Title III: Program for Immigrant Students – A federal program to provide supplementary programs and services to eligible immigrant students. The purpose of the subgrant is to assist immigrant students to acquire English and achieve grade-level and graduation standards.

Title III: Program for English Learner Students – A federal program to provide supplementary programs and services to English learners (ELs). The purpose of the subgrant is to assist EL students to achieve high levels in academic subjects and achieve academic standards; assist teachers, principals and school leaders in developing and sustaining effective language instruction programs; promoting parental, family and community participation in language instructional programs for families of English learners.

Title IV, Part A: Student Support and Academic Enrichment Grants – A federal program to provide all students access to a well-rounded education; improve school conditions for learning; and improve the use of technology in order to improve the academic achievement and digital literacy of all students.

The following reports are expected to be completed with the 2021 Spring ConApp:

2018-19 Reports

Title II, Part A Fiscal Year Expenditure Report, 36 Months – Reports on how FY18-19 Title II funds were spent.

2019-20 Reports

Title II, Part A Fiscal Year Expenditure Report, 24 Months – Reports on how FY19-20 Title II funds were spent.

Title III English Learner Fiscal Year Expenditure Report, 24 Months – Reports on how FY19-20 Title III EL funds were spent.

2020-21 Reports

Title II, Part A Fiscal Year Expenditure Report, 12 Months – reports on how FY20-21 Title II funds were spent.

Title III English Learner Fiscal Year Expenditure Report, 12 Months – Reports on how FY20-21 Title III EL funds were spent.

Homeless Education Policy, Requirements, and Implementation – Confirms that the school has a policy on educating homeless students, and designates the school's homeless services liaison. Also allows the school to report any amount of Title I funds spent on services to homeless students.

2021-22 Reports

Certification of Assurances – Certifies that the school will observe all rules and regulations associated with federal funding.

Protected Prayer Certification – Certifies that the school has no policy that prevents or denies participation in constitutionally protected prayer in public school.

LCAP Federal Addendum Certification – Certifies that the board has approved the school's LCAP, and will complete the Federal Addendum in order to meet Every Student Succeeds Act (ESSA) Local Agency Plan requirements.

Application for Funding – Certifies that that board will approve the ConApp. Certifies that the ELAC (English Learner Advisory Committee) has reviewed and advised on the development of the application for funding programs that serve English learners. Requests or declines the various federal programs. Camino Nuevo Charter Academy will apply for all available programs except Title III-Immigrant funding; the relatively low number of immigrant students would not generate sufficient funding to offset the additional administrative burdens from the program.

Title III, Part A English Learner Student Program Subgrant Budget – Reports the expected number of EL students for FY21-22, and how the school expects to spend its Title III-LEP allocation next year. The student count listed here is an estimate only, and actual funding will be determined based on the EL student count in your Fall 1 CALPADS reports. Please note that there is \$10K funding threshold, and if an LEA's funding is below this, they will not receive any Title III funds unless they join with other LEAs and form a consortium. Currently both Camino Nuevo High Schools join to form a consortium, but a new consortium will need to be formed for FY21-22.

Substitute System for Time Accounting – Employees who are paid with federal funds must complete certifications that their time was spent on eligible activities. Here a school may request an alternate method of time-accounting.

Camino Nuevo Charter Academy (19 64733 6117667)

Status: Draft
Saved by: ExED Data Management
Date: 6/14/2021 3:19 PM

2021-22 Application for Funding

CDE Program Contact:Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/22/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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Camino Nuevo Charter Academy #2 (19 64733 0122861)

Status: Draft
Saved by: ExED Data Management
Date: 6/16/2021 4:48 PM**2021-22 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/22/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

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Camino Nuevo Charter Academy #2 (19 64733 0122861)

Status: Draft
 Saved by: ExED Data Management
 Date: 6/16/2021 4:48 PM

2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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Camino Nuevo Elementary #3 (19 64733 0122564)

Status: Draft
Saved by: ExED Data Management
Date: 6/16/2021 4:49 PM

2021-22 Application for Funding

CDE Program Contact:Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/22/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

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2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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*****Warning*****

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Camino Nuevo Charter Academy #4 (19 64733 0124826)

Status: Draft
Saved by: ExED Data Management
Date: 6/16/2021 4:50 PM**2021-22 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/22/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Camino Nuevo Charter Academy #4 (19 64733 0124826)

Status: Draft
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 Date: 6/16/2021 4:50 PM

2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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*****Warning*****

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Camino Nuevo High #2 (19 64733 0127910)

Status: Draft
Saved by: ExED Data Management
Date: 6/16/2021 4:56 PM**2021-22 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/22/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

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Camino Nuevo High #2 (19 64733 0127910)

Status: Draft
Saved by: ExED Data Management
Date: 6/16/2021 4:56 PM

2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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*****Warning*****

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Cover Sheet

ECEC Self-Evaluation and Resolutions

Section: IV. Consent Agenda
Item: C. ECEC Self-Evaluation and Resolutions
Purpose:
Submitted by: Esperanza Bacilio
Related Material: 20-21 Program Self-Evaluation.pdf
CPKS 1025 Resolution FY 2021-2022.pdf
CSPP-1165-00 CNCA ECEC FY 21 22.pdf
CSPP 1165 Resolution FY 2021-2022.pdf
CPKS-1025-00 CNCA ECEC FY 21 22.pdf

BACKGROUND:

The 2020-2021 ECEC Program Self-Evaluation and CSPP and CPKS resolutions are in electronic format.

RECOMMENDATION:

Approve

Print Screen

Please print this page for your records before moving to the next screen for submission.

Contractor Legal Name: Camino Nuevo Charter Academy
Four Digit Vendor Number: C293
Headquarter County: Los Angeles
Contract Type(s): California State Preschool Program (CSPP)
Executive or Program Director Name: Andy Onate
Executive or Program Director Phone Number: 213-413-3838
Executive or Program Director Email: andy.onate@pueblonuevo.org

Statement of Completion: Andy Onate

How have staff and board members been involved in the program self-evaluation process? Program staff and board members developed a written list of tasks needed to modify the program in order to address all areas that needed improvement, Held virtual meeting(s) with board and staff to review program self-evaluation process, Staff reviewed ERS, Environment Self-Certification During Pandemic Conditions, DRDP, Parent Surveys, and Program Instrument and developed an action plan to address areas requiring improvement, Contractor identified areas that required modification in response to guidance released from CDE, and developed an action plan to respond to any changes in guidance (Examples include newly issued Management Bulletins, COVID-19 webinars, and email communications) and Presented summary of the PSE process and findings to the board and gathered input from board members

Other (if applicable): [Not Asked]

How has the program provided staff/providers with training and tools to support distance learning, as applicable?
Teachers/providers were provided training and best practices for distance learning with preschool children, Contractor purchased the necessary learning materials to carry out distance learning services (learning packets, curriculum resources, open ended materials, etc.) , Staff were provided with the necessary training on the technology and software to carry out distance learning services, Program purchased laptops, tablets, digital applications, or internet services for staff and teachers to carry out distance learning services, Program provided staff development, or access to professional development through distance learning opportunities for priority topics including, but not limited to, health and safety, child development, supporting resilience and trauma-

informed care, implicit bias, effective interactions, and serving children with disabilities., Program utilized professional development resources to provide a variety of staff training opportunities (i.e., California Early Childhood Online [CECO], West Ed, National Association for the Education of Young Children [NAEYC], etc.) and Program provided information to staff/providers on the availability and process to access testing and/or vaccines

Other (if applicable): [Not Asked]

How have the program support staff responded to modifications in program requirements and provided additional resources to support the changes? Support staff were trained on COVID-19 guidance released through management bulletins, email communications, and webinars for Fiscal Year 20–21 , Support staff working from home were provided with technology and software to support program staff, providers, and families, Program purchased and distributed learning materials and resources to program staff and providers and Program supported the enrollment of essential workers in subsidized care

Other (if applicable): [Not Asked]

How have environment/classroom modifications and/or home schedule adaptations been made to meet the 5 CCR requirements for the Environment Rating Scale while maintaining social distancing? Program/Provider ensured that adequate handwashing and sanitary procedures are carried out adequately and in accordance with public health guidance, Program/Provider purchased additional materials to ensure Personal Care Routines indicators are met during pandemic conditions, Program/Provider continued to allow free use of materials while considering public health recommendations, Program/Provider made modifications to the interest areas to ensure social distancing guidelines are met, Program/Provider continued to be responsive to and involved with the children while maintaining physical (social) distancing guidelines and Program/Provider continued to offer opportunities for children to engage in small group and large group activities while maintaining physical (social) distancing guidelines

Other (if applicable): [Not Asked]

How has the program partnered with families to support their child's learning and development through use of Desired Results Developmental Profile (DRDP)? Teachers/Providers gathered observations in consultation with families participating in hybrid or distance learning services to complete the DRDP, Teachers/Providers utilized parent observations as a part of the information used to complete the child's DRDP , Results of the DRDP were used to develop individual activities for each child participating in distance learning, hybrid, or in person services., Teachers/Providers met with parents virtually to share DRDP results and developed goals, Program/Provider ensured families have access to information about their children, through parent engagement and parent-teacher conferences and Children with an Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP) were assessed using a combination of the measures from the DRDP Access Interim and Modified Essential Views.

Other (if applicable): [Not Asked]

How has the program ensured that all enrolled families that are not receiving in-person services have access to learning materials, as applicable? Program provided learning materials were provided in the family's preferred language, Program supplied children participating in distancing learning with a device and access to internet services, as applicable to support full participation in the early learning program in a hybrid or distance learning setting, Program supplied families with hands on materials for use at home to support full participation in the early learning program in a hybrid or distance learning setting and Parent orientations, individual conferences, parent meetings, and Parent Advisory Committee meetings were held virtually

Other (if applicable): [Not Asked]

How has the program ensured that all enrolled families have access to health and social services, community resources, etc.? Program contacted each family participating in distance learning a minimum of once (1) per week to keep updated on the child and family., Program provided virtual parent meetings to provide resources to families participating in distance learning, Program identified additional resources within the community to support families through the COVID-19 pandemic and shared information with families, Program referred child/family to appropriate agencies in the community based on their health and social service needs. , Program conducted follow-up procedures via phone, email, text, or virtual meeting to ensure health and social service needs were met and Program provided information to families on the availability of and process to access testing and/or vaccines Most common resources (if applicable): Healthy Free Food Services, COVID-19 Testing, Free Health Clinic Information

Other (if applicable): [Not Asked]

How has the program collected and utilized feedback from families through the Desired Results Parent Survey or parent survey? Parent surveys were provided in the family's preferred language, Program added additional questions to capture feedback on the program's hybrid and distance learning services provided in Fiscal Year 20–21, Program reviewed completed surveys and developed an action plan to respond to feedback provided as a part of the self-evaluation process, Program shared parent survey and PSE results with staff, board, and Parent Advisory Committee and Program provided information to families on the availability and process to access testing and/or vaccines

Other (if applicable): [Not Asked]

Is there anything else that you would like to share about your program this year? [No Reply]

FREQUENTLY ASKED QUESTIONS

1. BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

A resolution from a private agency is not required. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

2. FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-04/2017 form.

3. PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.

- Space has been added or deleted.

If this occurs, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way will not be accepted.

4. CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please email CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or Program Consultant.

Direct all contract correspondence to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

CONTRACT CHECKLIST

Contractor Name:

Contract #:

Place a check mark next to each item being returned. Please note that every form in your package is required.

- Checklist
- Signed California Civil Rights Laws Certification (CO-005)
- Signed Contractor Certification Clause (CCC-4/2017)
 - **Must complete ALL spaces, including Federal ID Number**
- ~~Signed Federal Certification (CO-8)~~
 - ~~Must complete the place of performance~~
- Signed (in **blue ink**) contract with original signatures
 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**

OR

Signed contract with a password-protected Adobe digital signature

 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**
- Encumbrance Page
 - **Informational only; do not sign.**
- For Public Agencies, must include board resolution or minutes authorizing execution of contract (if applicable)
- For Public Agencies, must include board resolution or minutes, authorizing delegation of authority (if applicable)

In accordance with *Directions for Contract Execution* section of this document, mail or e-mail all signed contracts and completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Camino Nuevo Charter Academy	<i>Federal ID Number</i> 95-4771789
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Adriana Abich, Executive Director/CEO	
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Los Angeles, California

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Camino Nuevo Charter Academy	<i>Federal ID Number</i> 95-4771789
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Adriana Abich, Executive Director/CEO	
<i>Date Executed</i> 	<i>Executed in the County of</i> Los Angeles, California

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award

of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS (CO.8)

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

SIGNATURE	DATE



F.Y. 21 - 22

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CPKS-1025

PROGRAM TYPE: PREKINDERGARTEN AND
FAMILY LITERACY PROG

PROJECT NUMBER: 19-C293-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: CAMINO NUEVO CHARTER ACADEMY

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the PREKINDERGARTEN AND FAMILY LITERACY SUPPORT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022.

The total amount payable pursuant to this Agreement shall not exceed \$12,500.00.

During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contract Manager		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 12,500	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-C293					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 12,500	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021			FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		Powered by BoardOnTrack				

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, ~~agents or employees~~, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

FREQUENTLY ASKED QUESTIONS

1. BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

A resolution from a private agency is not required. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

2. FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-04/2017 form.

3. PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.

- Space has been added or deleted.

If this occurs, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way will not be accepted.

4. CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please email CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or Program Consultant.

Direct all contract correspondence to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

CONTRACT CHECKLIST

Contractor Name:

Contract #:

Place a check mark next to each item being returned. Please note that every form in your package is required.

- Checklist
- Signed California Civil Rights Laws Certification (CO-005)
- Signed Contractor Certification Clause (CCC-4/2017)
 - **Must complete ALL spaces, including Federal ID Number**
- ~~Signed Federal Certification (CO-8)~~
 - ~~**Must complete the place of performance**~~
- Signed (in **blue ink**) contract with original signatures
 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**

OR

Signed contract with a password-protected Adobe digital signature

 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**
- Encumbrance Page
 - **Informational only; do not sign.**
- For Public Agencies, must include board resolution or minutes authorizing execution of contract (if applicable)
- For Public Agencies, must include board resolution or minutes, authorizing delegation of authority (if applicable)

In accordance with *Directions for Contract Execution* section of this document, mail or e-mail all signed contracts and completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Camino Nuevo Charter Academy	<i>Federal ID Number</i> 95-4771789
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i> Adriana Abich, Executive Director/CEO	
<i>Date Executed</i>	<i>Executed in the County and State of</i> Los Angeles, California

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Camino Nuevo Charter Academy	<i>Federal ID Number</i> 95-4771789
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Adriana Abich, Executive Director/CEO	
<i>Date Executed</i> 	<i>Executed in the County of</i> Los Angeles, California

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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c. Every employee who works on the proposed Agreement will:

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Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award

of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS (CO.8)

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

SIGNATURE	DATE



F.Y. 21 - 22

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1165

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 19-C293-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: CAMINO NUEVO CHARTER ACADEMY

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$590,423.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 11,844.0
Operation (MDO) Requirement 187

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE Contract Manager	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 590,423 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 590,423	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
	(OPTIONAL USE) 0656 23038-C293				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER _____ DATE _____ T.B.A. NO. _____ B.R. NO. _____

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, ~~agents or employees~~, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

Cover Sheet

2021-22 Student/Family Handbook - Updates

Section: IV. Consent Agenda
Item: D. 2021-22 Student/Family Handbook - Updates
Purpose:
Submitted by: Erica Gonzalez
Related Material:
2021 SFH Project Overview Executive Summary of Revision (002).pdf
2021-2022 CNCA Family Handbook _for Board Approval.pdf

BACKGROUND:

The 2021-2022 Family Handbook has been updated to reflect any administrative, operational or legal changes. The handbook is a cross-functional collaboration between HSO departments and school leaders and it has been reviewed and approved by our legal counsel. An Executive Summary is included that outlines the process and highlights changes that were made to the 2021-2022 Family Handbook.

RECOMMENDATION:

Approve



2021-2022 Student & Family Handbook Project Overview

Thank you to the HSO and School Leaders who have provided feedback and suggestions to ensure that the CNCA Student and Family Handbook is update and accurate for the 2021-2022 academic year. Below, you will find a description of the revision process and summary of the additions and revisions to the [Camino Nuevo Charter Academy Student and Family Handbook](#).

Student & Family Handbook Revision Process Overview

Project Task or Action Item	Owner(s)	Date
Student & Family Handbook Project Launch. (HSO) Revision of the <u>SFH Google Doc</u>	Randell Erving, Director of Student Support Services	February 26, 2021
Leaders have opportunity to submit feedback via online form	Randell Erving, Director of Student Support Services	March 31 2021
HSO Leadership will review suggested changes and additions	Randell Erving, Director of Student Support Services Robert Spencer, Vice President of Schools Erica Gonzalez, Vice President of Programs	April 1-16, 2021
Final Revisions Due	Randell Erving, Director of Student Support Services	April 16, 2021
Handbook Submitted for Approval by CNCA Legal Counsel	Randell Erving, Director of Student Support Services	April 23 2021 Need Completed by May 31, 2021
Handbook Submitted for Approval by CNCA Board	Esperanza Bacilio, Director of Operations Erica Gonzalez, Vice President of Programs	June 8, 2021
Project Sent for Translation and Formatting	Eddy Ramirez, Director of Communications and External Relations	June 2021
Finalized SFH + Family Letter Shared w/School Leaders	Eddy Ramirez, Director of Communications and External Relations Randell Erving, Director of Student Support Services	August 2, 2021
Handbook Posted on CNCA and Site Webpages	Eddy Ramirez Director of Communications and External Relations	By First Day of 2021-2022 SY



School offices print copies of Notice of Mental Health Services for each family (more info coming soon)	CNCA School Office Staff	By End of First week of school
School offices print copies of SFH Handbook Notification Letter for each Student	CNCA School Office Staff	By End of First week of school
School offices re-print copies of Notice of Mental Health Services for each Student	CNCA School Office Staff	By Dec 17, 2021
School offices re-print copies of SFH Handbook Notification Letter for each Student	CNCA School Office Staff	By Dec 17, 2021

Student and Family Handbook Project MOCHA

Manager	Owner	Consultant	Help	Approver
Erica -VP of Programs	Randell- Director of Student Services	CNCA Principals CNCA College Counselors	Espy- Director of Operations	Robert- VP of Schools Erica- VP of Programs
		CNCA Assistant Principals of Student Supports	Zulma- Director of Parent Engagement & Advocacy	Adriana- CEO
		Margaret Chidester- CNCA Legal Counsel		CNCA Board of Directors
		Robert- VP of Schools		
		Rachel- VP of Curriculum and	Lisette- Director of KM Javier- Director of IT	



		Instruction	Darius- Director of Special Education Kylie- Director of Language Rachel- VP of Curriculum and Instruction Erica- VP of Programs	
		Margaret- VP of HR		

Check out the Student & Family Handbook (SFH) [Project Overview](#)

Leaders and staff are capturing their suggestions on the following [Feedback Survey](#), I will forward any questions or feedback for your area to you for consideration.

You can view the current Student & Family Handbook online [here](#)

Randell will assign sections in [Planner](#) as "tasks" so that you can mark when each section update is complete. You do not need to wait to be assigned sections to begin revisions.

When making revisions, please carefully consider any information that may be missing from the SFH due to new guidance or legislation, board policies, distance learning/pandemic response, etc.

When making edits, be sure that the "suggesting" setting is on instead of the "editing" setting on the [Student & Family Handbook Google Doc](#).

Draft revisions for Distance Learning operations in purple

Draft revisions for In Person operations in green

Utilize the commenting feature to ask questions, flag info for other collaborators, or include notes. You can "@" other collaborators in order to engage them in the discussion.



Please complete revisions by the end of the day on April 16, 2021. If you have any questions, concerns, or requests for support, feel free to connect with me.

Topic	Owner	Addition or Revision
Access to Mental Health Services	Sonia	Added language about services offered during distance learning
Enrollment	Espy	Added that families must provide proof of residence (if applicable) and court restrictions (if applicable). Noted that the school will physical exam cards
Truancy	Randell	Clarified that after SART a student will be referred to the CNCA HSO, not a SARB Board.
Chronic & Egregious Absences	Randell	Section added to notify families that a student may be disenrolled and referred to their home school if they miss 10 or more consecutive days
Language Acquisition Programs & Description of Program Options and Goals for English Learners	Kylie	Grade levels updated
Alternative Education Project	Rachel	Section updated to include alternative projects as an option for students in lieu of animal dissection
Student Success Team (SST)	Darius	Clarified the role of the administrator in compiling



		recommendations and consulting with Director of Special Education
Hate Motivated Behavior Policy	Randell	This section is new
Distance Learning	Rachel	Section was updated to include CNCA's vision for distance learning. Learning platforms were removed and guidance and notice about recording classes was added
Distance Learning Attendance	Randell	This section is new
When to Keep Your Child Home	Espy	Section was updated to include COVID-19 guidance
Immunizations	Espy	Section was updated to include information about immunizations during the COVID-19 emergency
Health Screenings	Espy	Section was update to include information about the delay of health screenings during the COVID-19 emergency
Participate in school governance or committees	Zulma	Section was updated to include virtual participation
Participate in Family Workshops		Section was updated to include virtual participation
Tracking of Volunteer Hours	Zulma	Section updated to include tracking in Parent Square
Parent Teacher Conferences	Zulma	Section was updated to include scheduling information via Parent Square
Independent Study	Randell	Section added



CA Mathematics Placement for Student Entering 9 th Grade	Randell/Erica	Section added
Family student acknowledgment form	Randell/Zulma	Page will remain; consider digital form

TABLE OF CONTENTS

LETTER FROM THE CEO	6
ABOUT CAMINO NUEVO CHARTER ACADEMY	7
Who We Are	7
Our Mission	8
Anchors	8
History	8
The Camino Nuevo Way: Continuum of Care	9
Family Involvement: Families as Partners Program	10
Support Services for Students and Families	11
SCHOOL INFORMATION AND PROCEDURES	13
School Day	13
School Calendar	13
School Accountability Report Card (SARC)	13
Enrollment	13
Student Records	14
Transferring of Academic Record	15
Student Records Requests	15
Protection of Student Rights	16
Access to Records by Persons without Written Parental Consent or Under Judicial Order	18

CNCA Schools are Safe Zones for Immigrant Students and Families	20
Homeless and Unaccompanied Minor Students Policy	20
Human Trafficking Prevention	21
Age of Majority	21
Emergency Cards	22
Attendance Procedures	22
Arrival	22
Dismissal	22
Early Release from School	23
Leaving the School During the Day	23
Custodial Arrangements	23
Shortened and Minimum Days	23
Use of Ridesharing Services	23
Excused Absences	23
Absences for Religious Purposes	25
Accommodations for Pregnant and Parenting Pupils	25
Parent/Guardian Notes	25
Unexcused Absences	26
Absence Procedures	26

Student Attendance Review Board (SARB and SART)	
26	
Tardy Procedures	27
Truancy	27
Meal Program and Applications	27
Language Acquisition Programs	27
Description of Program Options and Goals for English Learners	28
Requesting a Language Acquisition Program	28
Visiting the School	30
Standardized Testing	30
School-Wide Assessment	31
English Language Proficiency Assessments for California (ELPAC)	31
Field Trips	31
Books/School Materials	32
LGBTQ & Social Studies Curriculum	32
Alternative Education Project	33
Technology	33
Student Cyber Safety	34
School Electronics and Email Use	38
Telephone Use	39

Personal Electronics and Non-School Related Property	40
No Pets on Campus	40
Lost and Found	40
Substitute Teachers	40
Student Success Team (SST)	40
Special Education and Section 504	41
Transgender Bathrooms	42
SCHOOL POLICIES	42
Recognition and Awards	42
Character Reports/Score Points	42
Admissions Policy	42
Lottery System	42
Homeless and Unaccompanied Minor Students Policy	42
Discipline Policy	43
Classroom Expectations	43
Responses to Misbehavior and Student Discipline Policy	44
Student Suspension and Expulsion	45
Mandatory Recommendation to Expel	45

Offenses Subject to Limited Principal Discretion to Recommend Expulsion	46
Offenses Subject to Broad Principal Discretion to Suspend or Recommend Expulsion	46
Other Grounds for Suspension or Expulsion	50
Teacher May Require Parent/Guardian to Attend Class	50
Completion of Assignments and Tests Missed during Suspension	50
Homework for Suspended Pupils	50
Notice of Release of Pupil to Peace Officer	50
Property Damage	51
Withholding of Grades, Diploma, or Transcript	51
Discipline and Counseling Procedures for Governing Use, Possession, Being Under the Influence of a Controlled Substance	51
Controlled Substance Policy	51
First Offense:	51
Second Offense:	52
Discipline Procedures for Providers of Controlled Substances or Alcoholic Beverage, or Intoxicant of Any Kind to Others	52

Harassment, Discrimination and Bullying Policy	53
What is “bullying”?	53
Cyberbullying	53
Reporting an Act of Bullying	53
Student Bullying Code of Conduct	54
Intervention and Investigation	54
Sexual Harassment	54
Student Free Speech and Freedom of Expression Policy	55
ACADEMIC POLICIES	56
Report Cards and Grades	56
Student Athlete Academic Policy	56
Letter Grades	56
Academic Integrity Policy	56
Curricular Requirements	56
College Admission Requirements and Higher Education Information	57
Standards-Based Promotion Policy	58
Retention/Promotion Appeal Policy	58
Homework Policy	58
Concerns	59

Advanced Placement Fees	59
School Uniform Policy	59
Uniform Quick Reference Guide	60
Free and Professional Dress Days	60
Prohibited Free Dress Attire	61
Frequently Asked Questions	61
Distance Learning	61
SCHOOLWIDE STUDENT SUPPORT PLAN	62
Camino Nuevo Code of Conduct	62
Reflection or Service Hours	63
Loss of Special Event Day Privileges	63
Prohibition of Weapons Policy	63
Smoke-Free Environment Policy	64
Employee Code of Conduct with Students	64
Examples of Inappropriate Behavior	65
HEALTH AND WELLNESS RELATED POLICIES	67
CNCA Wellness Policy	67
District Wellness Committee (DWC)	67
School Wellness Committee (SWC)	68
When to Keep Your Child Home	68
Hygiene	68

Sleep	68
Illness	68
Birthdays and Celebrations	69
Immunizations	69
Immunization Exemption Law (SB277)	70
Sports Physical Examination	71
Health Screenings in Schools	71
Mandated Health Screenings: Hearing, Scoliosis and Vision Examinations	72
Vision and Other Defects	72
Parent Withdrawal of Consent for Physical Examination	72
Medical or Hospital Services for Pupils	72
Confidential Medical Services	72
Health Education	72
California Healthy Youth Act	73
Other Health Education Requirements:	74
Health and Medical Conditions	75
Allergies	75
Communicable Diseases	75
Lice	75

Ringworm	75
Chickenpox	75
Other Illnesses	75
Medications at School	76
Administration of Prescribed Medication	76
Medication Regimen for Nonepisodic Condition	77
Treatment of School-Related Injuries	77
Pupils with Disabilities	77
Parent’s Duty of Notification	78
Instruction for Pupils with Temporary Disabilities	78
Physical Fitness Test	78
Chronic Conditions	78
Responding to Emergencies	78
Integrated Pest Management (IPM) Policy	79
SCHOOL-PARENT COMPACT	79
Five Ways You Can Make a Difference	80
Ways to Participate	81
Become a School Instructional Volunteer	81
Participate in School Governance or Special Committees	81

English Learner Advisory Committee (ELAC) & District English Learner Advisory Committee (DELAC):	81
Site Based Council (SBC):	81
School Wellness Committee (SWC) and District Wellness Committee:	82
Enrollment Support Team (EST):	82
School Culture Planning Committee (SCPC) - optional committee:	82
Participate in Family Workshops	82
Afterschool Program	83
Afterschool Program Operational Requirements	83
Afterschool Program Attendance	83
Personal Growth Opportunities	83
School Volunteer: Parent Involvement Policy	84
General Volunteer Guidelines	84
Family Teacher Conferences	85
Classroom and School Visitation and Removal Policy	87
Penalties	88
Distance Learning:	89
Incomplete and Fail Policy (High School)	91

Intervention Credit Recovery (High School)	91
Culmination Policy/Senior Contract (High School)	91
Senior Activity Academic Policy	91
High School Retention Policy	92
GRADUATION REQUIREMENTS	92
PROCEDURES FOR ADDRESSING CONCERNS	92
Dispute Resolution/Filing A Formal Complaint	92
Uniform Complaint Procedures	93
Mandated Reporting	94
**Legal Disclaimer **	94
CNCA BOARD POLICIES	94
Nondiscrimination in CNCA Programs and Activities (BP 0410)	94
Nondiscrimination-Harassment Policy (BP 5145.3)	96
Student Sexual Harassment (BP 5145.7)	96
Uniform Complaint Procedures (UCP) (BP 1312.3)	97
What is a Uniform Complaint?	97
Married / Parenting / Pregnant Students (BP 5146)	99
Extracurricular and Co-curricular Activities (BP 6145)	99

Competitive Athletics (BP 6145.2)	100
Student Organizations (BP 67145.5)	100
Suicide Prevention Policy	101
Response to Immigration Enforcement Policy	102
ATTACHMENTS	104
School Calendars	104
Early Childhood Education Campus Calendar	104
High School Calendar (9-12)	104
Non-discrimination Statement	104
USDA Non-discriminatory Statement	105
CNCA Formal Complaint Form	105
FAMILY/STUDENT ACKNOWLEDGEMENT FORM	106

LETTER FROM THE CEO

Welcome to the 2021-20222020-2021 School Year!

Dear Families,

I am proud and grateful to serve as the Chief Executive Officer (CEO) of Camino Nuevo Charter Academy. Thank you for entrusting us with your child's education. As a parent, I know that choosing the right school for your child is extremely important. I also know that partnering with your child's school is one of the best ways to support their learning and help them achieve their goals.

All of us at Camino Nuevo believe in working together with you to ensure students can grow, learn, and reach their full potential. We are your partners in the education of your child, and we need your cooperation and support to make every day as meaningful and productive as possible.

This handbook contains the policies, procedures, and practices for the education of students enrolled at Camino Nuevo and other helpful information. It is important that you and your child review the handbook together and become familiar with its contents so that all students can have a safe and positive learning experience. If you have any questions, please contact your school.

While we do our best to keep your child on a path to success at school, we ask that you guide and support your child's learning at home by ensuring that your child:

- Comes to school daily and arrives on time, ready for learning
- Completes all homework assignments
- Reads daily to develop a love for reading and to improve literacy skills
- Shares school experiences with you so that you are aware of their progress
- Informs you if they need additional support in any area or subject

Thank you for your partnership and support. I look forward to meeting you and working together to help your child reach high levels of joy and success in school.

Sincerely,

Adriana Abich

Chief Executive Officer

ABOUT CAMINO NUEVO CHARTER ACADEMY

Who We Are

Camino Nuevo Charter Academy (CNCA) is a community of high-performing public schools that utilizes a comprehensive approach to prepare students from preschool through high school for success in college and in life. We integrate academic rigor with community, family, and wellness supports to empower students to thrive in a culturally connected and changing world.

Our Mission

Camino Nuevo Charter Academy's mission is to educate students in a college preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity towards the world around them.

Anchors

- **Excellence:** We take responsibility for our students and staff achieving consistently outstanding results.
- **Equity:** We recognize and value the individuality and experiences of all students and respond to their unique academic, emotional, psychological, and social needs.
- **Community:** We are rooted in our community's richness and in the cultural and environmental context where our students and families live.
- **Innovation:** We continuously learn, are curious, and implement new ideas, perspectives, and evidence-based methods in our work.
- **Joy:** We build and maintain positive relationships that foster happiness and fulfillment among students, staff and families.

History

Philip Lance founded Pueblo Nuevo Development in 1993. Based in Los Angeles, the nonprofit corporation was a vehicle to create economic opportunities for residents of the MacArthur Park neighborhood. Several organizations and businesses grew out of this effort, including a thrift store and a worker-owned janitorial company. In 2000, Philip Lance teamed up with Paul Cummins, the founder of several successful schools, to open Camino Nuevo Charter Academy with support from the community. Together, they built a school that offered children a safe learning environment and emphasized language immersion and the arts. Today, Pueblo Nuevo Development – now the Pueblo Nuevo Education and Development Group – supports eight Camino Nuevo campuses that serve 3,600 students from grades Pre-K through 12th. Pueblo Nuevo provides resources to enrich the experiences and services offered to the schools' students, alumni, and their families.

The Camino Nuevo Way: Continuum of Care

At Camino Nuevo, we focus on addressing students' comprehensive needs to ensure that each student is healthy, supported, engaged and challenged – an approach that sets the stage for long-term student success. Our Continuum of Care supports early childhood education, high quality K-12 college pathways, college completion support, and authentic family engagement. These supports develop students' social-emotional and cultural capital, build critical thinking skills, and empower students to succeed in college and careers. In an effort to support the shared aspirations of the community and desire for each student to thrive and succeed in life, Camino Nuevo provides students with supports to ensure their basic health, human, and social needs are met. Comprehensive services include case management, mental health counseling, parent leadership development, health education and social services referral.

Access to Mental Health Services

The Jeri Weiss Mental Health Program at Camino Nuevo Charter Academy offers a wide range of free mental health services to the charter network's uninsured children and their families, helping them overcome social and emotional challenges and regain the focus and motivation to succeed in school and in life. During Distance Learning, we provide telehealth services through secure and confidential video and telephone sessions. Through the program, students and their families can receive individual, family, and group therapy for a variety of emotional and mental health challenges, such as anxiety, depression, and trauma. The staff also works closely with school staff, ~~teachers and administrators~~, providing them with tools and strategies to best support students who are struggling. By folding mental health services into the school day, more students will be able to get the help they need and realize their academic goals. We also partner with, and offer referrals to community based agencies when a student needs a higher level of care, in order ~~other agencies~~ to meet the mental health needs of our students and families. To access mental health services at your school, please reach out to the Family Services Coordinator.

Family Involvement: Families as Partners Program

At Camino Nuevo, we value the strengths and gifts that diverse families contribute, and believe that learning must be relevant and contextual. Our Families as Partners program engages the whole family in the learning process in order to support our students' social, emotional, and intellectual development. Our goal is to create the strongest possible partnership between home and school in order to increase student achievement and success. We strongly believe that students will find greater levels of academic success when their home and school share similar values about learning, develop a positive relationship and work together to build a strong partnership. To ensure the development of authentic and productive relationships, Camino Nuevo offers a variety of opportunities for families to be involved both in the classroom and at the school level. We further demonstrate our commitment to forging genuine partnerships with all families by offering high-quality family services, including a comprehensive family workshop program and health case management for families in need.

Support Services for Students and Families

Each Camino Nuevo school offers coordinated support services for students and families as well as meaningful ways for parents/guardians to get involved in the school community. Workshops and training sessions are offered to build on the capacity of our families. Parents/guardians are involved in leadership positions through their active participation in Site Based Council, English Learner Advisory Committee (ELAC) /District English Learner Advisory Committee (DELAC), Wellness Committee, Enrollment Support Teams and/or the School Culture Planning Committee. These opportunities offer parents targeted training that empower and motivate them to seek personal and professional growth opportunities for themselves while advocating for a quality education and life for their students.

SCHOOL INFORMATION AND PROCEDURES

School Day

***Please note that each campus may modify their school hours, especially while the COVID-19 pandemic persists and distance learning is in effect**

Burlington Campus K-5 Regular Day 8:00 am - 3:00 pm	Shortened Day 10:00 am - 3:00 pm	Minimum Day 7:30 am - 2:00 pm	After School Program 3:00 pm - 6:00 pm	Office Hours (M,T,W,F) 7:30 am - 3:30 pm	Office Hours (Th./Min. Day) Th 9:30 am - 3:30 pm Min. 7:30 am - 2:00 pm
Burlington Campus 6-8 Regular Day 8:00 am - 3:15 pm	Shortened Day 10:00 am - 3:15 pm	Minimum Day 7:30 am - 2:00 pm	After School Program 3:15 PM - 6:00 pm	Office Hours (M,T,W,F) 7:30 am - 3:30 pm	Office Hours (Th./Min. Day) Th 9:30 am - 3:30 pm Min. 7:30 am - 2:00 pm
Kayne Siart Campus K-5 Regular Day 8:00 am - 3:00 pm	Shortened Day 8:00 am - 12:45 pm	Minimum Day 8:00 am - 12:45 pm	After School Program 3:00 pm - 6:00 pm	Office Hours 7:30 am - 4:00 pm	
Kayne Siart Campus 6-8 Regular Day 8:00 am - 3:15 pm	Shortened Day 8:00 am - 12:45 pm	Minimum Day 8:00 am - 12:45 pm	After School Program 3:00 pm - 6:00 pm	Office Hours 7:30 am - 4:00 pm	
Cisneros Campus K-5 Regular Day 8:00 am - 3:05 pm	Shortened Day 8:00 am - 1:00 pm	Minimum Day 8:00 am - 12:30 pm	After School Program 3:00 pm - 6:00 pm	Office Hours 7:30 am - 4:00 pm	Office Hours (Th./Short./Min. Day) 7:30 am - 2:00 pm
Cisneros Campus K-5 Regular Day 8:00 am - 3:20 pm	Shortened Day 8:00 am - 1:00 pm	Minimum Day 8:00 am - 12:30 pm	After School Program 3:00 pm - 6:00 pm	Office Hours 7:30 am - 4:00 pm	Office Hours (Th./Short./Min. Day) 7:30 am - 2:00 pm
Castellanos Campus K Regular Day 8:00 am - 3:03 pm	Shortened Day 8:00 am - 12:40 pm	Minimum Day 8:00 am - 12:30 pm	After School Program 3:00 pm - 6:00 pm	Office Hours 7:30 am - 4:00 pm	
Castellanos Campus 1-5 Regular Day 8:00 am - 3:00 pm	Shortened Day 8:00 am - 12:40 pm	Minimum Day 8:00 am - 12:30 pm	After School Program 3:00 pm - 6:00 pm	Office Hours 7:30 am - 4:00 pm	
Eisner Campus 6-8 (Mon., Tue., Wed.) 8:13 am - 3:35 pm (Mon., Tue., Wed.)	Shortened Day (Thu.) 10:19 am - 3:35 pm	Minimum Day 8:13 am - 1:05 pm	Friday 8:13 am - 2:43 pm	After School Program 3:35 pm - 6:00 pm	Office Hours 7:30 am - 4:30 pm
Dalzell Lance Campus 9-12 Regular Day 8:00 am - 3:15 pm	Shortened Day 8:00 am - 1:25 pm	Minimum Day 8:00 am - 1:25 pm	After School Program 3:25PM-6:25PM Regular 1:35PM-3:35PM Short Day 1:35PM-3:35PM Minimum Day	Office Hours 7:30 am - 4:00 pm	

School Calendar

The school calendar is included as Attachment A. CNCA's calendar includes 185 instructional days for grades K through 12 and 187 instructional days for the Early Childhood Education Center (pre-K). Please take time to review the holidays and shortened/minimum days.

School Accountability Report Card (SARC)

California public and nonpublic, nonsectarian schools annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics. To view the SARC for each campus, please visit www.caminonuevo.org >choose a Campus> Academics > School Accountability Report Card. A copy may also be requested in the main office of every school.

Enrollment

New student enrollment requires the completion of the following steps and documents. Families must attend an enrollment orientation and provide the following:

- Age verification document for student
- Guardian/Family photo ID (Government Issued ID)
- Proof of Immunization
- Individual Education Plan (if applicable)
- Pupil Accounting Report/Letter of Transfer (if available)
- Proof of residence (if applicable)
- Court restrictions (if applicable)

The school will provide the following for the family to complete:

- CNCA Enrollment Form
- Request for PowerSchool Family/Guardian Access
- CNCA RUP (Internet Permission)
- Family/Guardian Education Level Questionnaire
- CNCA Migrant Education Program Family Questionnaire
- Media Release
- Oral Health Assessment
- Family/Guardian Compact (Family/Guardian Student Pledge)
- CNCA Emergency Card
- CNCA Volunteer Application
- Emergency Counseling Consent Form
- Contact Directory Release Form
- Alternative Income Form for the Meal Program
- FERPA Release Form
- Physical Exam Cards

Returning student enrollment requires the completion of the following steps and documents:

- CNCA Re-Enrollment Form
- CNCA Emergency Card
- Family/Guardian Acknowledgement Form
- Meal Application Packet (collected after July 1)
- Proof of Immunization (for applicable grades)

Student Records

CNCA recognizes the importance of keeping accurate, comprehensive student records as required by federal and state laws. CNCA shall notify parents in writing of their rights under this chapter upon the date of the pupil's initial enrollment.

The Family Educational Rights and Privacy Act (FERPA)

Requires that schools get written consent from parents/legal guardians/educational rights holders (parents) before disclosing student information, unless the information is in response to a court order or disclosure is otherwise authorized by law. In addition, under **Education Code 49063**, parents/guardians have the right to:

- Inspect and review the student's educational record maintained by the school
- Request that a school correct records which they believe to be inaccurate or misleading
- Have some control over the disclosure of information from educational records

A cumulative record, whether recorded by handwriting, print, tapes, film, microfilm or other means, must be maintained on the history of a pupil's development and educational progress. Student records are maintained at the school site location. Records at CNCA sites are generally kept in the main office with the registrar as custodian of records. Records are usually maintained as indicated below:

- Student records pertaining to student health are maintained in the health office with the school nurse as immediate custodian
- Student records pertaining to student progress, counseling, or guidance assistance are maintained in the counseling office, with the assistant principal, student counseling services as immediate custodian;
- Student records pertaining to attendance are maintained in the attendance office, with the assistant principal, student support services, as immediate custodian
- Student records pertaining to athletic activities are maintained in the physical education office with the athletic director as immediate custodian
 - Education records pertaining to classroom activities are maintained in each classroom with each teacher as immediate custodian;
- Special Education IEPs are maintained in the student's cumulative record folder.

Some student records such as discipline, special education, or psychology records may be maintained with support staff.

School officials and employees with legitimate educational interests may access student records without parental consent as long as the official needs to review the records in order to fulfill his/her professional responsibility. Upon request from officials of another school district in which a student seeks or intends to enroll, CNCA shall disclose educational records without parental consent.

“School officials and employees” are officials or employees whose duties and responsibilities to CNCA, whether routine or as a result of special circumstances, require that they have access to student records. School officials and employees also include CNCA contractors or vendors who have a legitimate interest in student records and who are advised of applicable prohibition on redisclosure of personally identifiable non-directory information.

A “legitimate educational interest” is one held by school officials or employees whose duties and responsibilities to CNCA, whether routine or as a result of special circumstances, require they have access to student records.

Missing: Policie to expunging student records

Pursuant to Education Code 49070, any challenge to school records must be submitted in writing to CNCA. A parent challenging school records must show that the records are (1) inaccurate, (2) an unsubstantiated personal conclusion or inference, (3) a conclusion or inference outside the observer’s area of competence, (4) not based on the personal observation of a named person with the time and place of the observation noted, (5) misleading, or (6) in violation of the privacy or other rights of the student. Parents have the right to file a complaint with the United States Department of Education concerning an alleged failure by the District to comply with the provisions of FERPA by writing to:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Ave.,
SW Washington, D.C. 20202- 4605.

When a pupil record includes information concerning any disciplinary action taken by CNCA personnel in connection with the pupil, the pupil's parent or guardian may include a written statement or response concerning the disciplinary action. (Education Code 49072.)

Transferring of Academic Record

Upon the written request by a school in which the student seeks or intends to enroll, student records of the student will be forwarded to that school (Education Code 49068; 20 U.S.C. 1232h(c))

Student Records Requests

Parents have the right to access their student’s educational records. All student records requests (e.g., transcripts or report cards, immunization records, special education records, discipline records, etc.) must be submitted in a written form to the school registrar and the school will have ten (10) business days from the day of receipt of the request to provide access to records. Records must be picked up, by appointment only, and you must show valid government-issued picture identification.

Records or information maintained by any school official exclusively for personal reference or use and which are not available to any other person, except his or her substitute, are not pupil records available for inspection, review, or challenge by the parent or adult pupil.

Protection of Student Rights

CNCA is not required to collect information regarding a student's immigration or legal status, aside from the status of nonimmigrant international students enrolled in an educational program under an F-1 or M-1 visa. Schools are only required to collect information to satisfy certain admission requirements, such as proof of residency, none which require the provision of proof of legal immigration status or social security numbers (Education Code 48204.1.). In addition, upon student enrollment, the California Department of Education (CDE) collects information from school districts regarding their students' country of birth for the purposes of CALPADS reporting in order to calculate the number of immigrant and English learner students in the state and to ensure compliance with the Title III provisions of the federal Every Student Succeeds Act. (Education Code 60900.)

If school staff is asked for student information, know that FERPA supersedes a Public Records Request (PRR) and that the school will maintain the confidentiality of all personally identifiable information in education records related to students (20 U.S.C. §1232g; 34 CFR § Part 99.) Any and all records, including emails, student files, and personnel information, are generally exempt from disclosure. All student records, including emails and cumulative student files, are generally exempt from disclosure or subject to redaction to prevent disclosure of personally identifiable information.

The exception is "directory information" which is only considered private if it is designated as such. CNCA defines this information as the student name, address, telephone, date and place of birth, activities, attendance, and most recent previous school attended. CNCA distributes a FERPA informational notification form as part of the enrollment paperwork to inform families of their data sharing rights about contact and directory information. Families can opt-in or opt-out via SchoolMint's enrollment form. A prepared letter is available for families who wish to update their FERPA permissions, a family may request this form from the school's office, indicate the new preference and sign and return it. If a family has not indicated that their directory information must not be shared in writing, then CNCA is obligated to share directory information with officers, government officials, or anyone who requests it. (Education Code 49073.)

Access to Records by Persons without Written Parental Consent or Under Judicial Order

CNCA shall not authorize access to pupil records without written parental consent, judicial order, or lawfully issued subpoenas except as set forth in Education Code 49076, Education 49077, and FERPA as permitted by Part 99 (commencing with Section 99.1) of Title 34 of the Code of Federal Regulations.

Access to those particular records that are relevant to legitimate educational interests of the requester shall be permitted to the following:

- School officials, employees, members of a school attendance review board who are authorized representatives of CNCA, or designated volunteers. A “school official” is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.” (U.S. Department of Education, Family Policy Compliance Office)
- Officials or employees of other public schools or school systems, including correctional facilities.
- Authorized representatives of the Comptroller General, Secretary of Education, the United States Office of Civil Rights or representatives for state and local educational agencies.
- Other state and local officials to the extent that information is specifically required to be reported pursuant to state law adopted prior to November 19, 1974.
- Parents of a pupil 18 years of age or older who is a dependent pursuant to section 152 of the Internal Revenue Code.
- A pupil who is at least 16 years of age and had completed at least the 10th grade.
- A district attorney who is participating in, or conducting a truancy mediation program pursuant to section 48263.5 or 601.3 of the Welfare and Institutions Code, or participating in the presentation of evidence in a truancy petition pursuant to Section 681 of the Welfare and Institutions Code.
- A prosecuting agency for consideration against a parent or guardian for failure to comply with compulsory education laws.
- A probation officer, district attorney, or counsel of record for a minor for purposes of conducting a criminal investigation, investigation in regards to declaring a person a ward of the court, or involving a violation of a condition of probation.
- A judge or probation officer for the purposes of conducting a truancy mediation program or presenting evidence in a truancy petition, pursuant to Section 681 of the Welfare and Institutions Code.
- A county placing agency when acting as an authorized representative of a state or local educational agency pursuant to subsection (C) of Section 49076.
- Where allowed by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and/or state law.

CNCA may permit access to the following:

- Appropriate persons in connection with an emergency if the information is required to protect the health or safety of the student or other persons.
- Financial aid organizations.
- County election officials for the purposes of voter registration.
- Accrediting associations.
- Organizations conducting studies for educational agencies or organizations.

- Officials or employees of private schools or school systems where the pupil is enrolled or plans to attend.

CNCA Schools are Safe Zones for Immigrant Students and Families

Camino Nuevo Charter Academy is a welcoming community for all students, families, and team members. We stand with our immigrant students and their families and firmly believe that the safest and most beneficial place for our students is a classroom where they can learn alongside their peers and work towards a bright future. This means that:

- Students and their families who are fearful of deportations and are looking for help can find support and resources at CNCA campuses, including on-site counseling and referrals to agencies that offer assistance on immigration matters;
- In accordance with *Plyler v. Doe* decision, CNCA will continue to enroll students regardless of their immigration status; families will not be asked to provide proof of legal immigration status;
- CNCA will cooperate with appropriate agencies to make sure that immigration enforcement efforts do not take place at or near school sites;

For more information please see Response to Immigration Enforcement Policy, BP 5145.13 (a) in this handbook.

Homeless and Unaccompanied Minor Students Policy

Ref: BP 6173-6173.1 Education for Homeless and Foster Youth Board Approved April, 17, 2020

The McKinney-Vento Homeless Assistance Act for Homeless Children and Youth entitles all homeless school-aged children to the same free and appropriate public education that is provided to non-homeless students. A homeless student is defined as a person between the ages of 6 to 18 who lacks a fixed, regular, and adequate nighttime residence and may:

- Live in an emergency or transitional shelter; abandoned building, parked car, or other facility not designed as a regular sleeping accommodation for human beings;
- Live doubled-up with another family, due to loss of housing stemming from financial problems (e.g., loss of job, eviction or natural disaster);
- Live in a hotel or motel;
- Live in a trailer park or campsite with their family;
- Have been abandoned at a hospital;
- Be awaiting foster placement in limited circumstances;
- Reside in a home for school-aged, unwed mothers or mothers-to-be if there are no other available living accommodations; or
- Be a migratory or abandoned, runaway, or pushed out youth who qualifies as homeless because he/she is living in circumstances described above.

Students are identified through self-identification and reporting occurs via an enrollment form during the application process and school personnel recommendations.

A homeless student has the right to attend either the school that the student was last enrolled in or the school of residence. The school will ensure that transportation is provided, at the request of the parent, guardian or homeless youth, to and from the school of origin, if the student is eligible. Eligible students and families will be provided with tokens or a pass from the local public transit agency. Family Services Coordinators are considered Homeless & Foster Youth Liaisons.

The law requires the immediate enrollment of homeless students. Schools cannot delay or prevent the enrollment of a student due to the lack of school or immunization records. It is the responsibility of the school to request all necessary documents from the previous school, and refer parents/guardians to all programs and services for which the student is eligible. Referrals may include, but are not limited to: free nutrition, special education services, tutoring, preschool, before and after school services and any other services needed. Unaccompanied youth have these same rights. If a dispute arises over school selection or enrollment, the parent/guardian has the right to dispute the school's decision.

CNCA shall accept coursework satisfactorily completed by a pupil in foster care, a pupil who is a homeless child or youth, a former juvenile court school pupil, a pupil who is a child of a military family, a pupil who is a migratory child, or a pupil participating in a newcomer program while attending another public school, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school even if the pupil did not complete the entire course and shall issue that pupil full or partial credit for the coursework completed. (Education Code 51225.2.)

For a copy of the full policy and administrative regulation please visit www.caminonuevo.org in the "Board Policies" section or request a copy at the school's main office.

Human Trafficking Prevention

The commercial sexual exploitation of children and youth (CSECY) has become an epidemic in Los Angeles County and throughout the United States. CSECY refers to a child who is sexually trafficked or one who receives food, shelter, clothing, money, drugs, in exchange for a sexual act. An estimated 100,000 children are sold for sex each year within the United States, and as many as 300,000 children in the country are at risk of becoming victims.

California law requires Camino Nuevo Charter Academy to inform staff and parents about this criminal activity and provide resources that can help keep children and youth safe. We believe the more informed and educated you are, the more you can protect youth in your care and in your community. To learn more about how to prevent commercial sexual exploitation of children and youth, visit the Los Angeles County Department of Mental Health website:

<https://dmh.lacounty.gov/our-services/transition-age-youth/csecy/>

For information on how to share this with your children and other safety resources, visit the National Center for Missing & Exploited Children's KidSmartz website: <https://www.kidsmartz.org/ParentTips>

Age of Majority

CNCA encourages all students who are at least 18 years of age or older to be knowledgeable about any legal consequences that may occur based upon their decisions and actions. For more information on changes to a student's legal status and obligations upon reaching the age of 18, please download a copy of "When You Become 18, A Survival Guide for Teenagers", which is available at https://drive.google.com/file/d/1CZyH3gz0PKtjgw_8rmcOSC3VcMq0V8PF/view?usp=sharing

Emergency Cards

Every family/guardian must fill out a new emergency card or confirm the information on the existing emergency sheet every school year before classes begin. These must be turned into the main office. Please fill out a new emergency card immediately at any point during the year if any of the following information changes:

- Home address
- Home, cell, work telephone numbers
- Doctor's phone number
- People who are authorized to be contacted in case of an emergency
- Telephone numbers of people to be contacted in case of an emergency

Attendance Procedures

Attendance is a critical component of your child's success at Camino Nuevo. Daily and consistent attendance ensures key learning experiences and information are not missed. However, if an absence occurs for any reason, the school must be notified on the day of the absence, a note of verification of absence must be sent after the absence, and all class work and homework missed must be made up by a date agreed upon with the teacher. It is the responsibility of the student and family to ask teachers (at an appropriate time) for assignments on the day of the student's return to school. Absence notes must be turned in within 10 calendar days of the absence. No notes will be accepted after the last day of the calendar month in which the absence occurred.

Arrival

Please make sure that your child enters the school grounds safely. Remind them not to visit neighborhood businesses on their way to school, to remain in supervised areas, and not to run in the hallways. Upon entering the school building, students are under the supervision of school staff and therefore may not leave campus unless escorted by authorized school staff.

Dismissal

At dismissal time, students may be picked up by a family member or other authorized party, stay for the after school program, or travel home independently. Students are expected to depart from campus within 15 minutes of dismissal. After dismissal, students may remain on campus only during the time that they are engaged in an authorized/supervised afterschool activity in which they are enrolled. For permission to remain on campus for any other reason, students and families should go to the main office during business hours.

CNCA Staff have the authority to call Child Protective Services if your child is left after dismissal for more than thirty (30) minutes without notice or if your child is regularly not picked up for more than fifteen (15) minutes after dismissal. If you are going to be late, please call the school immediately.

Early Release from School

In case of an emergency during the school day, your child will only be released into the custody of those people who you have previously identified on the emergency card. Proof of identity may be required. Those NOT identified on the emergency card can only pick up a student if the parent or guardian has provided a handwritten and signed note to the school notifying the school of this person's identity and proof of identification.

Leaving the School During the Day

Students may not leave school grounds once they arrive at school, unless they are leaving to attend an internship or with written parent /guardian permission. If you must pick up your child for an appointment during the school day, please send a note to the office in advance. When picking up students early, the parent/guardian or authorized adult will be asked to complete an early dismissal form, and the office will notify the teacher to send the student to the office for departure. Families/guardians may not enter the classroom before the class has been dismissed without prior approval from the teacher or the main office.

Custodial Arrangements

Families/guardians shall provide complete information regarding the custodial care and visitation rights of their student(s). Upon request, the parent/guardian(s) shall furnish to the school principal a copy of any relevant court order so as to ensure the safety and welfare of the respective student. The parent/guardian(s) shall have a continuing duty to apprise the school of any changes in the custodial care of the student and of the issuance of any court order restricting or prohibiting parental or third party access to the child.

Shortened and Minimum Days

For various purposes, shortened days are scheduled throughout the school year. Please refer to the current academic calendar in order to determine which days students will be released early from school. Additional shortened days may be scheduled. Families will be notified of these days through the parent/family meetings and monthly bulletins. A reminder notice or call will be provided the week before a scheduled minimum day.

Use of Ridesharing Services

Popular ridesharing services, such as Uber or Lyft, do not allow minors to ride unless they are accompanied by an adult. CNCA staff members will not arrange for nor assist any student in taking such a service unless they are accompanied by their parent, guardian, or designated emergency contact person.

Excused Absences

Notwithstanding Education Code 48200, Education Code 48205 provides that a pupil shall be excused from school when the absence is:

- Due to the pupil's illness.
- Due to quarantine under the direction of a county or city health officer.
- For the purpose of having medical, dental, optometrical, or chiropractic services rendered.
- For the purpose of attending the funeral services of a member of the pupil's immediate family, so long as the absence is not more than one day if the service is conducted in California and not more than three days if the service is conducted outside California.
- For the purpose of jury duty in the manner provided for by law.
- Due to the illness or medical appointment during school hours of a child of whom the pupil is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
- For justifiable personal reasons, including, but not limited to, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of the pupil's religion, attendance at religious retreats, attendance at an employment conference, or attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization when the pupil's absence is requested in writing by the parent or guardian and approved by the principal or a designated representative pursuant to uniform standards established by the governing board. Absences that fall into this category also include, but are not limited to:
 - Mental Health Day Treatment
 - Revoked suspension through appeals procedure
 - "Take Our Daughters and Sons to Work Day"
- For the purpose of serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.
- For the purpose of spending time with a member of the pupil's immediate family who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat

support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of CNCA.

- For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.
- Authorized at the discretion of a school administrator, as described in subdivision (c) of Education Code 48260.

A pupil absent from school shall be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit therefore. The teacher of the class from which a pupil is absent shall determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the pupil missed during the absence.

For purposes of this section, attendance at religious retreats shall not exceed four hours per semester.

Absences pursuant to this section are deemed to be absences in computing average daily attendance and shall not generate state apportionment payments.

"Immediate family," as used in this section, means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

Under Education Code 48980(i), no pupil may have his or her grade reduced or lose academic credit for any absence or absences excused pursuant to Education Code 48205 if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time.

Absences for Religious Purposes

Education Code 46014 provides that pupils, with the written consent of their parents or guardians, may be excused from school in order to participate in religious exercises or to receive moral and religious instruction at their respective places of worship or at other suitable place or places away from school property designated by the religious group, church, or denomination, which shall be in addition and supplementary to the instruction in manners and morals required elsewhere in this code.

Accommodations for Pregnant and Parenting Pupils

Education Code 46015 provides that pregnant and parenting pupils are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. Pregnant and parenting pupils are entitled to eight weeks of parental leave, will not be required to complete academic work or other school requirements during leave, may return to school and the course of study he or she was enrolled in before taking parental leave, make up work missed during his or her leave, and be provided with alternative educational programs if the pupil chooses not to return to school. The person holding the right to make educational decisions for the pupil should

notify the school of the pupil's intent to exercise this right. A complaint of noncompliance may be filed with the local educational agency under the Uniform Complaint Procedures set forth in Chapter 5.1 (commencing with Section 4600) of Division 1 of Title 5 of the California Code of Regulations. Please see Board Policy BP 5146 "Married/Parenting/Pregnant Students" for more information.

Parent/Guardian Notes

Once the student returns to school, a note from their parent/guardian must be turned in to the main office. Any student who is absent for medical, dental, or other professional services must, in addition, present a note to the school office directly from the respective provider's office. The school is required to keep on file a note signed by a parent/guardian for every student absence. The note must be legible and written in ink. A valid note should contain:

- Full name of the student
- Date(s) or time of absence
- Specific reason for absence
- Telephone numbers where both parents/guardians may be reached (home and work)
- Signature of parent or guardian

Unexcused Absences

Any absence that does not fall into one of the above excused absence categories is to be considered unexcused. Any student who has been absent from school will be marked with an unexcused absence until the required documentation is received. Failure to provide the required documentation within ten school days upon the return to school will result in an unexcused absence, conversely, if required documentation is provided within ten days then the unexcused absence will be changed to an excused absence.

Unexcused absences include: vacations, personal services, local non-school event, program or sporting activity.

If the parent does not turn in a valid note to excuse the absence, office staff and teachers may provide students returning from an absence with an Absence Verification Form and request to have their parent complete, sign, and return the form to the school.

Absence Procedures

If a student is absent:

- Parents or guardians must call the school and leave a message. Failure to do so may be considered a truancy.
- Upon return to school, parents/students must provide a note of verification of absence. A note from a doctor, court, or dentist must be attached to the parent/guardian letter for the absence to be considered excused.

- The parent/guardian note should contain:
 - Student's full name and grade
 - Date(s) of absence(s) and reason
 - Signature

Student Attendance Review Board (SARB and SART)

Research indicates that regular school attendance is imperative in promoting student success at school. At each CNCA school a Student Attendance Review Team (SART) addresses chronic student attendance and truancy problems. The SART meets with students and families to identify persistent attendance issues, and collaboratively develop solutions to resolve these issues. The SART may include administrators, teachers, counselors, and/or student services staff; these meetings may also be called attendance SSTs. If meetings and interventions with the SART team fail to improve chronic student attendance concerns, the student and family may be referred for a SARB hearing (Student Attendance Review Board). SARB is a panel that may include the SARB Coordinator, social/mental health services, school police officer or LAPD Officer, community agency representatives, and a referring school site representative.

Tardy Procedures

Students must be present in class by 8:00 am, the start of the school day, and at the start of each subsequent class period. Students who arrive late will be considered tardy and must report to the office to receive a tardy pass before entering the classroom. Students who are more than 30 minutes tardy will be marked truant for that period. Consequences for being tardy may include loss of Kickboard/Dean's List score points, lunch or after school reflection, and/or referral to the School Attendance Review Team (SART).

Truancy

Education Code 48260 states that any pupil subject to compulsory full-time education or to compulsory continuing education who is absent from school without a verifiable excuse three full days in a school year or tardy or absent for more than any 30-minute period during the school day without a verifiable excuse on three occasions in one school year, or any combination thereof, is a truant and shall be referred to the school-based SART (Student Attendance Review Team) and/or referred to the CNCA Home Support Office for additional support.

Absences not cleared by a parent/guardian, arriving to school more than 30 minutes late to class or school, and leaving campus without permission may all be considered truanies. Please see the section on Attendance Policy. The following consequences may occur as a result of truancy:

- Family/Guardian written/phone notification (Education Code 48260.5.)
- Family/Guardian attendance at an attendance and tardy workshop
- Family/Guardian attendance at an individual parent/teacher/administrator conference
- Referral to the Student Attendance Review Team/Student Attendance Review Board

- Referral to law enforcement or other local service agencies

Chronic and Egregious Absences

If the school has made multiple attempts to contact the parent/guardian of a chronically absent student the school may disenroll the student and refer the student back to their Los Angeles Unified School District home school (if applicable) if a student is absent for 10 or more consecutive days.

Meal Program and Applications

Parents and guardians are advised that CNCA participates in the National School Lunch Program (NSLP). All CNCA campuses participate in Provision 2, a program within the NSLP that allows all students to be served breakfast and lunch at no charge. Students enrolled in the afterschool program also receive a snack or supper at no charge. If your child has dietary restrictions such as food allergies, please communicate this information to the office, and office staff can provide you with the appropriate forms to fill out. (Education Code 49510-49520.)

All newly enrolling families are encouraged to fill out an alternative income form after July 1 of every school year, regardless of family income in order to help keep the meal program accessible to all students. These forms are available in the main office. Returning students do not need to fill out this form.

Language Acquisition Programs

The California Department of Education (CDE) requires schools to provide information to parents or legal guardians on the available languages and language acquisition programs at the school. Camino Nuevo Charter Academy offers the following language acquisition programs:

- Structured English Immersion (SEI) program: This option is available at Castellanos in grades, TK-1 Cisneros and Kayne Siart in grades TK-5, and at all 6-12 schools. If you choose this option your child will be placed in a classroom that uses mostly English for instruction.
- Developmental Bilingual program: This option is available in grade 5 at Cisneros. If you choose this option, your child will be placed in a classroom that uses English and Spanish for instruction.
- Dual Language program: This option is available in grades TK-5 at Burlington and Castellanos and TK-4 at Cisneros. If you choose this option, your child will be placed in a classroom that uses English and Spanish for instruction.

Description of Program Options and Goals for English Learners

Ref: BP 6174 Education for English Learners Board Approved April 17, 2020

A description of the language acquisition programs provided at Camino Nuevo Charter Academy is listed below. Please select the program that best suits your child.

- *Structured English Immersion (SEI) Program:* A language acquisition program for English learners in which nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for pupils who are learning English. At minimum, students are offered English Language Development and access to grade level academic subject matter content.
- *Developmental Bilingual Program:* Language acquisition program that provides instruction to pupils utilizing English and Spanish for literacy and academic instruction, enabling a language learner to achieve language proficiency and meet state academic achievement goals. This program is currently being phased out and replaced by the Dual Language Program. It is only offered for students enrolled in 5th grade at Cisneros . The program continues with the goal of biliteracy to fifth grade.
- *Dual Language Program:* A language acquisition program that provides language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. This program begins in TK/K and will continue to eighth grade.

Requesting a Language Acquisition Program

Language acquisition programs are educational programs designed to ensure English acquisition occurs as rapidly and effectively as possible, and provides instruction to English learners based on the state-adopted academic content standards, including English language development (ELD) standards. (Education Code 306(c).)

Camino Nuevo Charter Academy commits to ensuring that English learners develop English proficiency and achieve parity with their monolingual peers. CNCA is also committed to helping our students develop bilingualism and biliteracy, as demonstrated by the implementation of our Dual Language programs. Parents/Guardians may choose a language acquisition program that best suits their child. Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (Education Code 310(a).)

CNCA will investigate the feasibility of implementing such program. Within 10 days of reaching this threshold, CNCA will notify the school community of the parents' request of a language acquisition program in writing. Within 60 calendar days of reaching this threshold, CNCA will determine whether it's possible to implement the requested language acquisition program and provide notice, in writing, to the school community.

Future decisions about beginning language acquisition programs will be made based on a variety of factors and through consultation with CNCA teachers and administrators, as well as other community stakeholders. Both practical considerations (e.g. availability of bilingual educators) and ideological

considerations (e.g., the desire of the local community for students to participate in the program) will be examined as decisions are made in a collaborative, thoughtful process. This process will also involve PreK-12 vertical articulation, ensuring that programming is aligned and coherent across grade levels. Parents may provide input regarding language acquisition programs during the development of the Local Control Accountability Plan. If interested in a different program from those listed above, please contact your school administrator to ask about the process.

Parents of English learners have a right to decline or opt their children out of the CNCA's language acquisition program or opt out of particular English learner service(s) within a language acquisition program. (20 USC 6318(c)(A)(vii).) However, LEAs remain obligated to provide the student meaningful instruction (5 CCR 11302) until the student is reclassified, inform the parent when progress is not made, and offer the parent programs and services to consider at that time.

For a copy of the full policy and the administrative regulation please visit www.caminonuevo.org in the "Board Policies" section or request a copy at the school's main office.

Visiting the School

Families/guardians are encouraged to make regular visits and volunteer at CNCA. In order to monitor traffic and promote safety at the school, it is necessary that all school visitors, including parents/guardians, sign in at the main office and wear a visitor's badge issued by the main office or other designated person. Visitors under the age of 18 must have an adult with them or must have written authorization to be on CNCA school grounds from a parent and site administrator.

Visitors failing to register in the main office may be identified as trespassing. All visitors are expected to interact and behave with CNCA community members in a way that promotes and demonstrates collaboration and respect; visitors who disrupt the school environment may be asked and required to leave campus immediately and/or be given a withdrawal of consent for up to 14 days as indicated in the California Penal Code 626.4, 626.7, and 626.8.

For information on how to volunteer at CNCA please refer to the Volunteer Policy.

Standardized Testing

In the spring semester, CNCA administers the California Assessment of Student Performance and Progress (CAASPP). The CAASPP system was established on January 2014 replacing the Standardized Testing Reporting (STAR) program. The primary purpose of the CAASPP assessment system is to assist teachers, administrators, and pupils and their parents by promoting high-quality teaching and learning through the use of a variety of assessment approaches and item types. <http://www.cde.ca.gov/ta/tg/ca/>.

CAASPP is comprised of the following assessments:

- Computer-based Smarter Balanced summative assessment for English–language arts (ELA) and mathematics in grades 3-8 and grade 11. Additional details about this test can be found at <http://www.smarterbalanced.org/>.
- California Alternative Assessments (CAAs) for ELA, mathematics in grades 2-11 and science, available for grades five and eight and one grade in high school are administered to students who meet CAAs requirements.
- The California Science Test (CAST) based on the California Next Generation Science Standards (NGSS) administered to students in grades 5 and 8, and eligible High School students. <http://www.caaspp.org/administration/about/science/>

You can help ensure your child’s success on both of these important assessments. Please support your child in the following ways:

- Make sure they are on time and present every day of testing
- Encourage them to try their best, take their time, and work carefully
- Set early bedtimes to ensure plenty of sleep each night
- Provide a nutritional breakfast each morning
- Limit TV, computer, cell phones, and video games during testing

Parents will be notified of their pupil’s participation in the CAASPP assessment system. (Education Code 60604.) A parent's or a guardian's written request to school officials to excuse his or her child from any or all parts of the assessments administered pursuant to Education Code 60615 shall be granted.

Note that the spring 2020 administration of the CAASPP was cancelled by the state of California due to COVID-19.

School-Wide Assessment

Students are assessed in all content areas multiple times throughout the year. Teachers regularly collect assessment data in order to target each student’s individual needs. The results from these assessments, as well as teachers’ observations of student progress, are synthesized into mid-semester progress reports, which are distributed in November and April. Final semester report cards are distributed in February and June.

English Language Proficiency Assessments for California (ELPAC)

State and federal law require that local educational agencies administer a state test of English language proficiency (ELP) to eligible students in kindergarten through grade twelve. The California Department of Education (CDE) administers the ELPAC as the state ELP assessment. The ELPAC is aligned with the 2012 California English Language Development Standards. It consists of two separate ELP assessments: one for the initial identification of students as English learners (ELs), and a second for the annual summative assessment to measure a student’s progress in learning English and to identify the student's level of ELP. The ELPAC will be administered for the purpose of initial identification only from July 1 to June 30, and

within the first 30 days of a student's enrollment in a California public school. The summative ELPAC will be administered from February 1 to May 31.

To find more information about the ELPAC, please contact your child's teachers or contact the school office. Additional information can be found at: <https://www.cde.ca.gov/ta/tg/ep/>

Field Trips

Learning is a natural process that transcends the walls of a classroom. As part of CNCA's rigorous academic program, extracurricular real-world, hands-on experiences outside of the classroom complement theoretical foundations laid inside the classroom. Experiential learning activities help students connect learning at school to a variety of social and cultural experiences outside of school, as well as expand their career exploration. Finding new and innovative approaches to engage students who struggle in the traditional classroom or lack access to these afterschool opportunities is key to CNCA's mission to educate students in a college preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity toward the world around them.

Field trips are an important way to enhance student learning. They offer an opportunity to experience something that may be new and exciting. In order to participate in a field trip, all students must have a completed permission slip with a parent/guardian signature in three (3) spaces. Field trip slips without the required signatures will not be valid. Field trip permission slips will be sent home before the trip and must be filled out by a parent or legal guardian. Some recurring trips (i.e. to the park or library) will have one field trip slip for the entire school year. Volunteer chaperones must be approved by the teacher or administrator before the trip, attend a training, be 21 years of age or older, and may not bring other children on the trip. Field trip chaperones are volunteers and must follow respective procedures as mentioned under the Volunteer Policy.

Students serve as ambassadors for our school. A student may be excluded from a field trip for problematic behavior, including discipline incidents, and/or a discretionary decision from the school principal. Furthermore, any student having been disciplined for theft, drugs, weapons, or misconduct during a previous field trip in the previous year may be required to have a parent/guardian chaperone for every field trip until the end of the current school year.

In addition, all staff and chaperones are responsible for ensuring student, staff, and chaperones abide by all school policies and procedures, including the Education Code, from the trip's beginning to end. Staff and chaperones are required to immediately communicate any violation of these policies to the school leader and/or administrator of the trip.

Expectations for overnight field trips are: all overnight field trips will require one site administrator to attend, students and staff will be held accountable for violations of school and organizational policies,

and the Education Code from the trip's beginning to the end. A pupil shall be permitted to use facilities and accommodations consistent with their gender identity irrespective of the gender listed on the pupil's records. Accommodations for overnight trips will be discussed with parents/guardians prior to the trip date.

Books/School Materials

Students will be issued books and materials necessary for classroom instruction. These books are the responsibility of the student to whom they were issued. Students should cover the issued textbooks and write their names in the designated areas. Damaged or lost books including books from the school library must be replaced by students and families. Unpaid textbook replacement fees may result in a student's loss of privileges to participate in extracurricular activities and school-sponsored events. The school may also hold a student's records until fees have been cleared.

LGBTQ & Social Studies Curriculum

The California Board of Education unanimously approved a history and social studies curriculum that includes prominent LGBT figures and milestones—from the Stonewall riots of 1969 to the legalization of same-sex marriage in 2015—for public school students. Education Code Section 60040 directs governing boards to only adopt instructional materials that “accurately portray the cultural and racial diversity of our society.” That section already included a number of groups, and was amended by Senate Bill 48, “The LGBTQ History Bill” to include all of those in Section 51204.5: “a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups, to the economic, political and social development of California and the United States of America, with particular emphasis on portraying the role of these groups in contemporary society.” As a reminder Senate Bill 48 prohibits charter and alternative schools from engaging in discrimination per Section 235 of the Education Code.

Alternative Education Project

Alternative Education Projects may be assigned as a substitute for animal dissection, most commonly occurring in a science course. Any pupil with a moral objection to dissecting or otherwise harming or destroying an animal, or any part thereof, must inform his or her teacher of the objection. Objections must be substantiated by a note from the pupil's parent or guardian.

A pupil who chooses to refrain from participation in an education project involving the harmful or destructive use of an animal may receive an alternative education project, if the teacher believes that an adequate alternative education project is possible. The teacher may work with the pupil to develop and agree upon an alternative education project so that the pupil may obtain the knowledge, information, or experience required by the course of study in question. (Education Code 32255 – 32255.6.)

Technology

All students with access to the CNCA internet network must adhere to school rules for internet use. All students using the CNCA network or CNCA electronic and computing devices will be required to complete a technology agreement to be signed by the student's parent/guardian. CNCA network access is a privilege. Any behavior that is not acceptable may result in the loss of this privilege through the end of the school year. In using the CNCA's network, students will:

- Be respectful of the rights, the ideas, the information, and the privacy of others
- Neither send nor receive information that is not related to schoolwork, or that can be hurtful or harmful to others
- Report to teachers any websites or persons that demonstrate inappropriate use of online services

Student Cyber Safety

Position on Student Cyber Safety

The safety of our students, alumni, families, and team members is a priority of CNCA. The Internet and other online programs and resources are to be utilized by our students, families, and team members to support instructional programs and appropriate virtual student learning and messaging. While the Internet can be a powerful educational tool, it is also an unregulated space that contains materials, social media activity, and negative and abusive messaging unsuited to the school setting. For this reason, CNCA will make every reasonable effort to ensure that the resources and programs that we provide are monitored to ensure they are used responsibly. CNCA will comply with the requirements of the Children's Internet Protection Act (CIPA) and is committed to assuring the safe conduct and well-being of students while online.

Students and families have been notified about authorized uses, obligations, and responsibilities for users of CNCA Chromebooks, other devices, and technology as well as consequences for unauthorized use and/or unlawful activities in accordance with CNCA regulations.

CNCA reserves the right to monitor the use of CNCA issued technological resources, including the Internet and email, for audit and review purposes. Users should not have an expectation of privacy when using CNCA technology resources.

CNCA will ensure that all CNCA Chromebooks and any other devices with Internet access have a technology protection measure through our web filtering system that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 U.S.C. 6777, 47 U.S.C. 254). Students may not access prohibited materials at any time, for any purpose. This includes material that is obscene, child pornography, or material that

is considered harmful to students, as defined by the Children's Internet Protection Act, which aims to protect children from obscene or harmful content on the Internet.

The Children's Internet Protection Act (CIPA) defines "harmful to minors" to mean: any picture, image, graphic image file, or other visual depiction that - (i) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (ii) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (iii) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (47 U.S.C. 254(h)(7)(G).)

Students shall not disclose personal information about themselves or others on the Internet or other resources. For example, students shall not reveal their name, home address, telephone number, or display images of themselves or others.

CNCA Team Member Guidelines for Interactions with Students and Alumni Online and Other Media (such as phone calls, text messages, etc.)

Per the CNCA Handbook, all employees are expected to “conduct themselves in a manner that reflects the standards consistent with the law and the policies of CNCA at all times”. This policy will provide guidance for employees in conducting themselves in a manner that reflects high standards of professionalism when interacting with our students, alumni, families, and other team members.

All team members are expected to remain professional while communicating with students and families online and other media, such as phone calls, text messages, etc. Our focus should always be concerned for these three reasons: for student education, health, and safety.

The following are guidelines for all communications:

- All team members are expected to stay within professional boundaries with students and alumni
- As stated in the Employee Handbook, all team members are expected to conduct themselves in a “manner that reflects high standards of professionalism” required of team members.
- It is each team member’s obligation to avoid situations that could prompt suspicion by families, students, alumni, colleagues, or school leaders.
- Some activities may seem innocent from a team member’s perspective, but can be perceived as flirtation, sexual insinuation, or unprofessional from a student, alumni, or family’s point of view.
- This is not to restrain innocent, positive relationships between team members and students, but to prevent interactions that could lead to, or may be perceived as, unprofessional.
- Keep the conversation related to the education process
- We do encourage team members to check in with students, alumni, and families to see how they are doing

- If the student and/or family ask for assistance with resources, please let them know we are here to assist and we will provide assistance as much as we can or provide information on other resources that may be available.
- Please try not to probe the student/alumni and/or family about something personal that they are not comfortable speaking about.
- Allow the family to speak on these things on their own.
- Keep the conversation professional in tone, words used, and focus
- Please refrain from putting long conversations in emails and texts
- These conversations should be done by phone
- Keep the families included in communications with students

- Keep your conversations with students/alumni and families on CNCA authorized means of communication
 - Use your CNCA issued phone, email address, and any other CNCA authorized virtual communication resource, such as Google Classroom, Class Dojo, etc.
 - Use Google Voice when you are placing calls directly to students and families so you do not share your personal phone numbers.

- Refrain from using personal social media accounts to communicate with students/alumni and families

Online Threats to Students/Alumni

As well as the threats that all users face when going online, such as computer viruses and email scams, students/alumni are at risk from the following:

- Cyberbullying
 - Bullying that takes place over digital devices such as cell phones, computers, and tablets. Cyberbullying can occur through SMS, text, and mobile applications (apps) or online in social media, forums, or gaming where people can view, participate in, or share content. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. It can include sharing personal or private information about someone else, causing embarrassment or humiliation. Some cyberbullying crosses the line into unlawful or criminal behavior.
- Inappropriate Content
 - Adolescents and children can unintentionally come into contact with inappropriate content, such as sexually explicit material. Unsolicited obscene materials can also be received electronically.
- Sexting
 - Sexting is the sharing and receiving of sexually explicit messages and nude or partially nude images via text messages or apps. Sexting, while commonly occurring off school grounds, also occurs on school property, with the content being sent and viewed on cell phones. Of note is that possession of

sexually explicit photos received by sexting can be considered a type of possession of child pornography from a legal perspective.

- Sextortion/Ransomware
 - Students may also become victim to sextortion, possibly via ransomware, if they engage in sexting. Sextortion occurs when someone threatens to distribute private and sensitive material if not provided with images of a sexual nature, sexual favors, or money. Ransomware is a particular form of computer malware in which perpetrators encrypt users' files, then demand the payment of a ransom for users to regain access to their data. Ransomware can also include an element of extortion, in which the perpetrator threatens to publish data or (possibly sexually explicit) images if the victim does not do what the perpetrator wants, such as provide nude photos.
 - Oversharing
 - Personal information that is sometimes shared by students includes their name, age, address, phone number, and Social Security number.
- Online Predation.
- Online predators put victims through “the grooming process,” a series of steps by which they build the victim’s trust by sympathizing with him or her or feigning common interests, after which they proceed to set up a face-to-face meeting with the victim and then move forward with manipulation and seduction.

Additional Resources for Students, Families, and Team Members

Students, team members, and families can receive additional guidance on online safety through the following:

General Education on Online Safety

- Stop.Think.Connect. Campaign (<https://www.dhs.gov/stopthinkconnect>; U.S. Department of Homeland Security) is a national awareness campaign that provides resources such as videos, a toolkit, and blogs to help raise the awareness of cyber threats and how to be safer online.
- NetSmartz® Workshop (<https://www.netsmartz.org/>; National Center for Missing and Exploited Children® [NCMEC]) provides resources for parents and guardians, educators, and law enforcement with the goal of educating, engaging, and empowering children to recognize potential Internet threats, talk to adults about risks, prevent themselves from being exploited, and report victimization to adults. Separate Websites and resources are available for kids, tweens, and teens.
- Los Angeles County Department of Mental Health- To learn more about how to prevent commercial sexual exploitation of children and youth visit <https://dmh.lacounty.gov/our-services/transition-age-youth/csecy/>
- OnGuard Online program (<https://www.consumer.ftc.gov/features/feature-0038-onguardonline>; Federal Trade Commission) provides instructional material for elementary and middle school teachers,

high school teachers, and community educators and resources for parents on how to talk to their children about being online.

- Incorporating Sextortion Prevention, Response, and Recovery into School Emergency Operations Plans (EOPs) Webinar, REMS TA Center. This Webinar provided background information on sextortion and discussed how students/alumni can be victims and perpetrators. Presenters shared how education agencies can develop measures to prevent and protect students/alumni from sextortion with support from local and Federal agencies. <http://rems.ed.gov/Sextortion2016Webinar.aspx>
- Office of Educational Technology (OET) Web page, U.S. Department of Education. The OET develops national educational technology strategy and policy for how technology can be used by K-12, higher education, and adult education learners. <https://tech.ed.gov/>
- Privacy Technical Assistance Center, U.S. Department of Education. This Website serves as a comprehensive resource that education agencies can use to get information about privacy, confidentiality, and security practices. The site provides valuable information related to information sharing guidelines, such as the Family Educational Rights and Privacy Act (FERPA), and legislation, such as the Children’s Internet Protection Act. <http://tech.ed.gov/privacy>
- StopBullying.gov Website. This Website (<http://www.stopbullying.gov/index.html>) serves as a hub of information on the Federal perspective on bullying and contains information and resources to address bullying. Under the Cyberbullying tab, users can access Web pages such as: o Tips for Teachers, which describes some of the warning signs that a child may be involved in cyberbullying and how to prevent and address cyberbullying; and o Social Media and Gaming, which lists social media apps and sites commonly used by children and teens and what adults can do to prevent cyberbullying of children who are gaming.

After an Online Incident Has Occurred

Students also need to be aware of what to do if they are a victim of an online abuse. They are encouraged to report threats to their parent/guardian, a teacher, a school counselor, another trusted adult, and the online service provider, if appropriate. Students, teachers, and other members of the public can also contact the National Center for Missing and Exploited Children’s (NCMEC), CyberTipline to report a concern by submitting an online report at <https://report.cybertip.org/> or calling 1-800-843-5678.

If somebody is in immediate danger or a crime may have been committed, students, teachers, and team members should contact local law enforcement.

School Electronics and Email Use

During enrollment, the student and parents/guardians must sign and abide by the Technology User Agreement found on the CNCA website. Camino Nuevo purchases computers and electronic resources for all students who attend the school. These electronics are an expensive resource, any student found

maliciously damaging (tagging, scratching, pulling off keys, stealing or breaking) any of our equipment will be subject to disciplinary action including but not limited to suspension, expulsion and payment for said resource.

Unacceptable uses of school electronic resources include, but are not limited to, the following:

- Accessing or Communicating Inappropriate Materials – Users may not access, submit, post, publish, forward, download, scan or display defamatory, abusive, obscene, vulgar, sexually explicit, sexually suggestive, threatening, discriminatory, harassing, bullying and/or illegal materials or messages.
- Illegal Activities– Users may not use the school’s computers, electronic devices, networks, or Internet services for any illegal activity or in violation of any Board policy/procedure or school rules. CNCA and its employees and agents assume no responsibility for illegal activities of students while using school computers or school-issued electronic resources.
- Violating Copyrights or Software Licenses– Downloading, copying, duplicating and distributing software, music, sound files, movies, images or other copyrighted materials without the specific written permission of the copyright owner is prohibited, except when the use falls within the Fair Use Doctrine of the United States Copyright Law (Title 17, USC) and content is cited appropriately.
- Plagiarism– Users may not represent as their own work any materials obtained on the Internet (such as term papers, articles, music, etc).
- Non-School-Related Use– CNCA computers, electronic devices, networks and internet services are provided for purposes related to educational programs. Incidental personal use of school devices is permitted as long as such use: 1) does not interfere with the user’s responsibilities and performance; 2) does not interfere with system operations or other system users; and 3) does not violate this policy and the accompanying rules, or any other Board policy, procedure or school rules.
- Misuse of Passwords/Unauthorized Access– Users may not share passwords; use other users’ passwords; access or use other users’ accounts; or attempt to circumvent network security systems.
- Malicious Use/Vandalism– Users may not engage in any malicious use, disruption or harm to the CNCA’s computers, electronic devices, network and Internet services, including but not limited to hacking activities and creation/uploading of computer viruses.
- Avoiding School Filters– Users may not attempt to or use any software, utilities or other means to access internet sites or content blocked by the school filters.
- Unauthorized Access to Blogs/Social Networking Sites, Etc. – Users may not access blogs, social networking sites, etc. prohibited by building administration or the CNCA Technology Department.

Teachers and students using authorized social networking sites for educational projects or activities shall follow the age requirements and legal requirements that govern the use of social networking sites in addition to the guidelines established in this policy.

- Wasting System Resources- Users shall not use the network in such a way that would waste system resources or disrupt the use of the network by others. This includes but is not limited to excessive printing, file storage, online games, and video/audio streaming not directly related to educational projects, as determined by the supervising instructor or building administrator.

- **Unauthorized Equipment-** Users may not attach unauthorized equipment, including personal laptops, tablets, and handheld devices, to the district network without permission from the CNCA Technology Department.

Telephone Use

The office phone is for use in an emergency only. Leaving lunch or money at home or arranging for a ride does not constitute an emergency. However, if there is a special need or problem, permission to use the phone may be granted from an administrator only. Students will not be called out of class to receive telephone calls. Emergency phone messages will be delivered to a student's class.

Personal Electronics and Non-School Related Property

Personal electronic devices including but not limited to: cell phones, MP3 players, tablets, portable video game systems, and headphones may not be used during school hours without permission. If electronic devices are misused, the device(s) may be confiscated and locked up until the end of the day under teacher discretion. Property not related to the school's programs (e.g. iPods, CDs, card collections, portable sound systems, etc.) may not be brought to school. If you are not sure, please ask. Such items as referenced here but not limited to those listed may be confiscated. The school does not assume any responsibility for lost or stolen items.

Emergency Preparedness Drills

The school has developed a school emergency plan which is designated to ensure the safety of your student(s) and all of the staff. The school implements regular emergency drills to ensure that all members of the school community know the plan. Teachers will review emergency preparedness procedures with the students during the first month of school. A copy of the school's emergency plan is available on each campus' webpage.

In case of an emergency during the school day, your student will only be released into the custody of those people who you have previously identified on the emergency card. Proof of identity may be required. Those NOT identified on the emergency card can only pick up a student if the parent or guardian has sent a handwritten and signed note or verification via phone call to the school notifying the school of this person's identity and proof of identification is provided.

No Pets on Campus

For health and safety reasons, pets aside from service animals are not allowed on campus (unless prior arrangements have been made with the classroom teacher or administration and permission has been granted). Classroom pets are allowed under the direct supervision of the classroom teacher.

Lost and Found

Anything left or found unattended will be considered a lost item. Any items found on campus will be taken to the Lost and Found. The Lost and Found will be cleaned out every two weeks. Items not claimed will be donated or discarded. All items brought to school should be clearly labeled with the student's name.

Substitute Teachers

In the event that a teacher is absent, every effort will be made to secure a substitute teacher for the day. If a substitute teacher is not available, students will be assigned to other classrooms for the day.

Student Success Team (SST)

The Student Success Team (SST) will develop an intervention plan for referred students with specific identified needs related to academics or behavior. A team of individuals, that at a minimum includes the parent/guardian, teacher, and an administrator (but may also include the student, Family Services Coordinator, interventionist, outside support agency representative, or school psychologist if appropriate), meets within three weeks of the referral submission date to discuss the student's background, strengths, and areas of need. In consideration of the success rate of previous interventions and the academic/behavioral need, the team implements at least 2-3 research-based, aligned interventions that are aimed toward attainment of the goal. Clear timelines and a delegation of responsibilities are also determined. The school administrator monitors to ensure fidelity of implementation.

A follow-up SST meeting is typically held within six weeks. If gradual progress is made, the SST celebrates data-supported progress and commits to continued progress monitoring as needed. If there is limited progress or no progress made, the SST re-convenes to analyze data and modify the SST plan accordingly. Within four weeks, a follow-up SST meeting is held. If gradual progress continues to be made, then the SST celebrates data-supported progress and commits to continued progress monitoring as needed. If progress is not made, then an SST administrator compiles recommendations on related instructional supports based on the SST recommendations. The SST administrator consults with the Director of Special Education to consider a referral for a formal special education evaluation.

Special Education and Section 504

CNCA is committed to meeting the educational needs of all students, and as such, looks to identify students who require special education services, under the Individuals with Disabilities Education Act (IDEA). (Education Code 56000, 20 USC 1400 et seq.) Students with identified physical, emotional, learning, or developmental disabilities have the right to placement in the least restrictive environment

and may receive accommodations under Section 504 or may receive special education services according to a written Individualized Education Program (IEP). All Camino Nuevo schools implement a full inclusion special education model called Dynamic Blended Inclusion (DBI). Through DBI, students are fully included with their general education peers and receive collaborative services such as regular co-planning and co-teaching among general education and special education teachers. This model is a data-based, proactive approach to identifying and addressing the learning strengths and needs of all students through collaboration and differentiated instruction in as inclusive of a manner as possible.

If you have any concerns related to a student's current or possible disability, please contact the main office and ask to meet with an administrator. If you have a complaint about special education, please see the section "Dispute Resolution/Filing a Formal Complaint" in this handbook. All other questions regarding special education services may be directed to the Director of Special Education at the Home Support Office or to the school principal.

Transgender Bathrooms

State laws require that all public schools, including charter public schools, allow students to use restrooms and locker rooms "consistent with their gender identity." The Department of Education emphasizes that requiring transgender students to use same-sex facilities violates Title IX, the 1972 law that prohibits discrimination based on sex. It is important to note that in the State of California, AB 1266:Pupil rights: sex-segregated school programs and activities, has prohibited discrimination in schools on the basis of transgender since 2013.

SCHOOL POLICIES

Recognition and Awards

Awards and individual recognition may be provided to students throughout the year for academic and nonacademic achievements.

Character Reports/Score Points

It is important that students, families, and schools have indicators of student progress and interactions on a regular basis. Teachers and staff at Camino Nuevo schools may utilize Kickboard, Dean's List, or other platforms to record student behavior and expressions of school values such as responsibility. At the beginning of the year, look for communication from your school regarding the frequency of this reporting and how you can access the information. Points gained or lost may be tied to school rewards such as free dress, special privileges, or reflections on behavior. We encourage praise and at-home consequences in response to student interactions at school. This data is used to tell us how students are doing individually, in groups, and school-wide. Encouraging and promoting positive behavior is vital for student success. You may ask the main office or the school administration if you are not receiving this information or if you have any questions or concerns.

Admissions Policy

Lottery System

- If the number of students applying for admission exceeds openings available, entrance will be determined by a public random lottery. The lottery will be held on a designated date each school year. The date will be widely publicized.
- Students who live within the attendance boundaries of the Sandra Cisneros or Jose Castellanos campuses receive preference for admission if spaces are available. Families must still submit an Enrollment Interest Form for these school sites.
- Families of all accepted students will receive an automatic notification. You must confirm within the deadline specified in the notification that you intend to enroll your child to secure a spot.
- If you submit an application after the announced lottery deadline and there are no spaces available, your child's name will be added to a waitlist. We will admit students from the waitlist after the lottery, as spots become available and in the order in which we received applications.

Homeless and Unaccompanied Minor Students Policy

Please refer to the Student Information Section on page 14.

Discipline Policy

At CNCA, we believe that by demonstrating respect for each other, we can create a safe, caring, and cooperative environment that promotes learning and celebrates the uniqueness of all individuals. CNCA believes that all students have the right to learn. No student has the right to behave in ways that infringe

upon the rights of others. We recognize the primary role of parents/guardians and families as the first and best teachers of their children. We also recognize the partnership that needs to exist between home and school. Our discipline policy is designed to encourage students to learn and demonstrate acceptable behaviors because student behavior is a key component of school culture and sets the foundation for academic achievement.

We expect all students to conduct themselves in a respectful manner toward teachers/staff, classmates, and the property of others. Students will be treated and spoken to respectfully and with care. With a focus on community building, it is our goal that every student possesses or gains a clear understanding of how their actions may affect others. While our larger goal is to discourage misbehavior preemptively, when it occurs, we use missteps as opportunities for learning and reflection. Schools have developed behavior expectations, procedures, and policies that are consistent with a positive and restorative discipline model in which we use both kindness and firmness to co-create relationships that include both care and accountability.

Systematic positive praise, reinforcement of desired behaviors, and community building structures are coupled with fair and equitable consequences for students who do not adhere to schoolwide expectations.

CNCA's approach to discipline includes strategies such as teaching school rules, developing social-emotional skills, reinforcing appropriate school behavior, using effective classroom management, implementing positive behavior support strategies, and tracking discipline data to ensure that rules and consequences are being applied fairly to all students.

Under Education Codes 35291 and 35291.5, the Governing Board of CNCA shall prescribe rules not inconsistent with law or with the rules prescribed by the State Board of Education, for the government and discipline of its schools.

Classroom Expectations

CNCA teachers develop classroom management plans appropriate for the age and grade level that they teach in order to help students understand and integrate school and classroom rules and agreements into their daily activities. To set up a positive and well-structured classroom, there are three types of language related to behavior management that we ask all staff to utilize when responding to misbehavior: 1) positive reinforcement, 2) reminding students of expectations and community agreements, 3) redirecting misbehavior. The classroom management system and behavior plan will be communicated to and discussed with the students and families in the first weeks of school. Please discuss behavior expectations with your student and feel free to contact their teacher at any time.

Responses to Misbehavior and Student Discipline Policy

CNCA's ultimate priority is to maintain the physical and emotional safety of all members of the community. Teachers take a proactive approach: setting clear expectations, reinforcing positive behavior, redirecting misbehavior, and teaching conflict resolution skills. In response to misbehavior that infringes on the safety of our community, we aim to have a discipline system focused on being restorative rather than one with punitive consequences.

When behavior is disruptive, disrespectful and/or unsafe, students should expect a consequence or response from teachers/administration. School consequences for misbehavior may include but are not limited to: loss of privileges, a one-on-one student meeting, parent/guardian contact, behavior incident report, parent/guardian conference, in/out of school suspension, intervention service referrals, restitution and/or a billing for damaged or lost school property, and/or an SST meeting. Consistent with Education Code 48904, schools will notify families in writing before withholding records or grades for alleged misconduct resulting in damage or loss. Schools may also hold restorative circles or conferences to resolve discipline concerns. These conferences may include administrators, teachers, students, parents/guardians, and others who have a vested interest in the school community. The aim of these conferences is to identify harms, needs, and obligations to repair harm done toward people, property, and the institution.

Serious misbehavior is met with consequences such as in-school or out-of-school suspension and/or expulsion. Parents/guardians shall be notified prior to suspensions and are asked to come to school for an informal suspension conference, which may include the Principal and/or the Principal's designee, teacher(s), and the student. At the suspension conference, an individual behavior plan may be developed for the student. (Education Code 48911.)

At all times the law ultimately guides and helps to dictate what CNCA schools do to ensure a safe/orderly environment for all members of the CNCA community. Please note that in the case of any discrepancy between the CNCA Student & Family Handbook and the individual school charter, the charter petition language supersedes in determining school policy. An updated copy of each school site's LAUSD authorized Charter Agreement can be accessed via the individual school webpage online or by requesting a copy from the main office. Please take time to discuss the discipline portion of CNCA's Student & Family Handbook with your student and contact the school administration with any questions or concerns you may have.

Student Suspension and Expulsion

Ref: BP 5144(a)

CNCA has developed student suspension and expulsion procedures in accordance with all applicable laws protecting the constitutional and statutory rights of students generally (i.e. right to due process), and of students with exceptional needs and other protected classes of students. Practices and considerations for student suspension and expulsion can be found in the section below; ultimately, the school site

principal and/or their designee has discretion over student discipline procedures including student suspension and recommendations for expulsion. Students who present a real or alleged threat to the health and safety of others, including but not limited to verbally or physically aggressive behavior may be immediately suspended and later recommended for expulsion by the principal and/or their designee. A student may be suspended or expelled for any of the acts enumerated in this section and related to school activity or school attendance that occur at any time, including, but not limited to, any of the following:

- While on school grounds
- While going to or coming from school
- During the lunch period, whether on or off campus
- During or while going to or coming from a school-sponsored activity

The school administration may implement alternative consequences to suspension as appropriate.

Mandatory Recommendation to Expel

The principal will immediately suspend and recommend a student's expulsion if he or she determines that the student committed any of the following acts (Education Code 48915):

- Possessing, selling, or furnishing a firearm.
- Brandishing a knife at another person.
- Unlawfully selling a controlled substance as listed in Chapter 2 (commencing with section 11053) of Division 10 of the Health and Safety Code
- Committing or attempting to commit a sexual assault or committing a sexual battery as defined in subdivision (n) of Education Code 48900 or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- Possession of an explosive.

All recommendations for expulsions must be reviewed by the CEO.

Offenses Subject to Limited Principal Discretion to Recommend Expulsion

A student is recommended for expulsion if the principal determines that the student committed one or more of the following acts, unless the principal or CEO determine that the expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

- Causing serious physical injury to another person, except in self-defense.
- Possession of a knife or other dangerous object of no reasonable use to the pupil.
- Unlawful possession of any controlled substance listed in Chapter 2 (commencing with section 11053) of Division 10 of the Health and Safety Code, except for the possession of over-the-counter medication for use by the student for medical purposes or medication prescribed for the student by a physician.
- Robbery or extortion.
- Assault or battery upon any school employee as defined in Penal Code Sections 240 and 242.

All recommendations for expulsion must be reviewed by the CEO.

Offenses Subject to Broad Principal Discretion to Suspend or Recommend Expulsion

The principal has maximum discretion to recommend or not recommend suspension (including supervised suspension as described in Education Code 48911.1) and expulsion when he or she determines that a student has committed any of the following offenses specified in the Education Code 48900:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to any person another liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco or products containing tobacco, or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of the pupil's own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in section 11014.5 of the Health and Safety Code.
- (k)
 - (1) Disrupted school activities or otherwise willfully defied the valid authority of school personnel engaged in the performance of their duties.
 - (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in paragraph (1), and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph is inoperative on July 1, 2020.
 - (3) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in kindergarten or any of grades 1 to 5, inclusive, shall not be suspended for any of the acts specified in paragraph (1),

and those acts shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(4) Except as provided in Section 48910, commencing July 1, 2020, a pupil enrolled in any of grades 6 to 8, inclusive, shall not be suspended for any of the acts specified in paragraph (1). This paragraph is inoperative on July 1, 2025.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. "Imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 287, 288, or 289 of, or former Section 288a of, the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. "Hazing" is a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. "Hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the stated meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.

(D) Causing a reasonable pupil to experience substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2)

(A) "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video or image.

(ii)(ii) A post on a social network internet website including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an internet website created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii)

(I) An act of cyber sexual bullying.

(II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described in this subclause, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from photograph, visual recording, or other electronic act.

(III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, a pupil with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of that age, or for a person of the pupil's age with the pupil's exceptional needs.

(s) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to the provision of this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent or principal is encouraged to provide alternatives to suspension or expulsion, using a research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.

(w)

(1) It is the intent of the Legislature that alternatives to suspensions or expulsions be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

(2) It is further the intent of the Legislature that the Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

Other Grounds for Suspension or Expulsion

- Committed sexual harassment (applicable to grades 4 through 12 only) (Education Code 48900.2.)
- Caused, attempted to cause, threatened to cause, or participated in the act of hate violence (applicable to grades 4 through 12 only) (Education Code 48900.3.)
- Intentionally engaged in harassment, threats, or intimidation directed against CNCA personnel or pupils (applicable to grades 4 through 12 only) (Education Code 48900.4.)
- Made terrorist threats against school officials, school property, or both (Education Code 48900.7.)

Teacher May Require Parent/Guardian to Attend Class

Under Education Code 48900.1, a teacher may require the parent/guardian of the student suspended by the teacher to attend a portion of a school day in the child’s classroom. The following circumstances pertain:

- Suspension must be for offenses describe in Education Code 48900 (i) or (k)
- Attendance of parent is limited to the class from which the student is suspended
- Attendance may be required on the day the pupil is scheduled to return to class or within a reasonable period of time thereafter.

Completion of Assignments and Tests Missed during Suspension

The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension. (Education Code 48913.)

Homework for Suspended Pupils

Upon the request of a parent, a legal guardian, or other person holding the right to make educational decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12,

inclusive, who has been suspended from school for two or more schooldays the homework that the pupil would otherwise have been assigned. If a homework assignment that is requested and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class. (Education Code 48913.5.)

Notice of Release of Pupil to Peace Officer

School officials shall take immediate steps to notify a parent, guardian, or responsible relative of the minor when a child is taken into custody by a peace officer regarding the place to which the child is reportedly taken, except when the child is taken into custody as a victim of suspected child abuse as defined in Penal Code section 11165 and Welfare and Institution Code section 305. In suspected child abuse cases, law enforcement will assume all notification responsibilities. (Education Code 48906.)

Property Damage

Parents or guardians may be held financially liable if their child willfully damages school property or fails to return school property loaned to the child. The school may further withhold the grades, diploma, and transcript of the pupil until restitution is paid. (Education Code 48904.) Please see the CNCA Board policy on Pupil Fees.

Withholding of Grades, Diploma, or Transcript

Upon receiving notice that CNCA has withheld the grades, diploma, or transcripts of any pupil pursuant to Education Code 48904, any school district to which the pupil has transferred shall likewise withhold the grades, diploma, or transcripts of the pupil until the decision has been rescinded. The receiving district shall notify the parent or guardian of the pupil in writing that the decision to withhold will be enforced. (Education Code 48904.3.)

Discipline and Counseling Procedures for Governing Use, Possession, Being Under the Influence of a Controlled Substance

Controlled Substance Policy

Unlawfully possessing, using, selling, being under the influence of or otherwise furnishing to others a controlled substance or alcoholic beverage, or intoxicant of any kind, at any school activity or on any school district or adjacent property, is considered to be a threat to the educational process. The school reserves the right to ask students to submit to a search if there is suspicion of intoxication, or controlled substance/ paraphernalia possession with intent to distribute or sell.

First Offense:

If the principal or designee determines, in the presence of evidence, that the student unlawfully possessed, used, sold, was under the influence of, or otherwise furnished to others a controlled substance, or alcoholic beverage, or intoxicant of any kind, the following steps may be taken:

1. The student may be suspended for a maximum of five days.
2. The Los Angeles Police Department may be notified.
3. The student may be placed on a contract for a period of 10 weeks. The terms of the contract include loss of privileges from participating in the following: sports, dramatic, choral or musical performances, dances, cheerleading, graduation and awards ceremonies.
4. The student may be referred to complete substance abuse counseling in a program offered by Camino Nuevo or in an approved program with an outside agency or therapist.
5. The student may be required to complete community service hours that will be verified by the school or an approved agency or organization.

If the student does not complete and provide documentation for 3-5 above, he/she will remain on the contract with a loss of privileges until all contract items are completed. If the student fails to complete all of the above by the last day of the semester in which the 10-week contract was scheduled to end, the student may be recommended for expulsion or an opportunity transfer upon review of rehabilitation efforts. At the end of that semester, the student will be allowed to return to Camino Nuevo provided they have completed the provisions listed in 3-5 above.

Second Offense:

If the principal or designee determines for a second time within high school (Grades 9-12) that the student unlawfully possessed, used, was under the influence of or otherwise furnished to others a controlled substance, or alcoholic beverage, or intoxicant of any kind, the following steps may be taken:

1. The student may be suspended for a maximum of five days.
2. The principal may recommend that the student be expelled unless it is determined that expulsion is inappropriate under the particular circumstances of the case. During the period when the student is awaiting the expulsion hearing, classwork, homework and applicable assignments will be provided to the student to complete during their suspension from school.
3. The Los Angeles Police Department may be notified.

Discipline Procedures for Providers of Controlled Substances or Alcoholic Beverage, or Intoxicant of Any Kind to Others

In cases where the principal or CEO determines that the student sold or provided a controlled substance or alcoholic beverage, or intoxicant of any kind, to others, the following steps may be taken:

1. The student may be suspended for a maximum of five days.
2. The Los Angeles Police Department may be notified.
3. The principal shall inform the CEO or designee of the incident and actions taken.

4. The principal or designee may recommend that the student be expelled from school, unless the principal finds, and so reports to the CEO or designee in writing, that expulsion is inappropriate under the particular circumstances of the case.

5. Each principal will ensure that all CNCA high school students are explicitly informed of the provisions of the policy of controlled substances through assemblies, presentations and / or direct instruction in the appropriate classes.

Legal Reference:

Education Code 44049 Known or suspected alcohol or controlled substance abuse by student 51262 Use of anabolic steroids; legislative finding and declaration CALIFORNIA CONSTITUTION Article 9, Section 5 Common school system.

For a copy of the full policy and administrative regulation please visit www.caminonuevo.org in the “Board Policies” section or request a copy at the school’s main office.

Harassment, Discrimination and Bullying Policy

CNCA is committed to protecting its students, employees, and applicants for admission from bullying, harassment, or discrimination for any reason and of any type. CNCA believes that all students and employees have a right to a safe, equitable and harassment-free school environment. As a school, we have an obligation to promote mutual respect, tolerance and acceptance. CNCA prohibits any acts of discrimination, harassment, and bullying on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means, consistent with this policy. Bullying, harassment, or discrimination will not be tolerated and shall be just cause for disciplinary action. (Education Code 200, 5 CCR 4900, 20 USC 1681, 29 USC 794, 42 USC 2000 and 12101, Title IX, Educational Amendment Act of 1972, Title VI, Civil Rights Act of 1964.)

What is “bullying”?

“Bullying” is defined as any severe or pervasive physical or verbal act or conduct including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students that constitute sexual harassment, hate violence or creates an intimidating or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following (CA Education Code Section 48900):

- Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.

- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by CNCA.

Cyberbullying

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Reporting an Act of Bullying

CNCA expects all students and/or staff to immediately report incidents of bullying to the principal. Staff are expected to immediately intervene when they see a bullying incident occur. Each complaint of bullying should be promptly investigated. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity. To ensure bullying does not occur on school campuses, CNCA will provide staff training in bullying prevention and cultivate acceptance and understanding in all students and staff in order to build each school's capacity to maintain a safe and healthy learning environment. Teachers should discuss this policy with their students in age-appropriate ways and should assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

Student Bullying Code of Conduct

The Student Bullying Code of Conduct includes, but is not limited to:

- Any student who engages in bullying may be subject to disciplinary action up to and including expulsion.
- Students are expected to immediately report incidents of bullying to the principal or designee.
- Students can rely on staff to promptly investigate each complaint of bullying in a thorough and confidential manner.

If the student or the parent/guardian of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent/guardian of the student should contact the principal. The school system prohibits retaliatory behavior against any complainant or any participant in the complaint process.

Intervention and Investigation

The procedures for intervening in bullying behavior include, but are not limited to the following:

- All staff, students and their families/guardians will receive a summary of this policy prohibiting bullying.

- The school will make reasonable efforts to keep a report of bullying and the results of the investigation confidential.
- Staff members are expected to immediately intervene when they see a bullying incident occur.
- People witnessing or experiencing bullying are encouraged to report the incident; such reporting will not reflect on the victim or witnesses in any way.
- After an investigation, the school will implement consequences based on CNCA's discipline policy

Hate Motivated Behavior Policy

CNCA is committed to providing a safe learning environment that protects the right of every student to be free from hate-motivated behavior. CNCA prohibits discriminatory behavior, statements, harassment, intimidation, bullying, and other behavior motivated by a person's hostility that degrade an individual on the basis of, their real or perceived ethnicity, race, color, national origin, immigrant status, heritage, sex, gender identify or expression, sexual orientation, age, genetic information, physical/mental attributes, disability, religious beliefs or practices, association with a person or group with one or more of these actual or perceived physical or cultural characteristics. CNCA schools will implement strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

CNCA will provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and inclusion in a multicultural society and to provide strategies to manage conflicts constructively. Annually, CNCA will ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

CNCA will ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

Grievance Procedures

Any student who believes they are a victim of hate-motivated behavior shall immediately contact the Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with CNCA's policy on Uniform Complaint Procedures. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, CNCA Board policy, and administrative regulations.

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Principal or designee as appropriate. As necessary, CNCA shall provide counseling, guidance, and support to students who are impacted by hate-motivated behavior and to students who exhibit such behavior.

Sexual Harassment

CNCA is committed to maintaining a school environment that is free from harassment. The Governing Board prohibits sexual harassment of any student by another student, an employee or other person, at school or at a school-sponsored or school-related activity. The Governing Board also prohibits retaliatory behavior or action against any person who complains, testifies, assists or otherwise participates in the complaint process established in accordance with this policy. (Education Code 200, 220, 221.5, and 231.5; 34 CFR 104.8 and 106.9.)

A student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action, including suspension and/or expulsion. The conduct must be based on sex and would be considered by a reasonable person of the same gender as the victim to be so severe or pervasive as to have a negative impact on the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. CNCA's complete sexual harassment policy is included in this handbook under Board Policy 5145.7, "Student Sexual Harassment."

Student Free Speech and Freedom of Expression Policy

Students have a right to freedom of speech and may participate in political or free speech activities while on school campus. Students may distribute literature reflective of their views and opinions. Students may assemble on campus during non-instructional time to discuss their views and opinions and may participate in peaceful demonstrations on campus during non-instructional periods. Students may exercise these rights as long as their speech, expression, or conduct is not obscene, lewd, libelous, slanderous, does not incite students to destroy property or inflict injury upon any person, or cause a substantial disruption to school. California law permits school site administrators to establish reasonable parameters for those students who wish to exercise their free speech rights on campus or during the school day. School site administrators may impose restrictions on the time, place, and manner of speech or activities in order to maintain a safe and peaceful campus for all students and CNCA employees. Students who fail to follow the directive of school site administrators or CNCA policy concerning demonstrations, assemblies, sit-ins, etc., may be disciplined. Students who voluntarily leave the school campus or the classroom during a demonstration will be directed to return to the campus or classroom. A student's refusal to adhere to this directive will result in the recording of an unexcused absence. Once students are off campus, school site administrators do not have a legal obligation to protect the safety and welfare of the students. If the student demonstration or walk-out causes a disruption to the general public, local law enforcement may respond to the situation. CNCA has no control over how local law enforcement will handle the situation. While CNCA recognizes and respects a student's freedom of speech rights, CNCA employees shall not promote, endorse, or encourage students to participate in any demonstration, distribution of materials, assembly, sit-in, or walk-out during work hours or while serving as an agent or representative of CNCA. For further information, please contact your student's school Principal.

ACADEMIC POLICIES

Report Cards and Grades

The CNCA academic year is divided into two semesters. Families will get a report card at the end of each semester and progress reports at the end of the first and third quarters of the year. Report cards may be mailed home or given directly to students or families/guardians during family conferences. If you need a copy of your student's progress report or report card, please visit the main office.

Student Athlete Academic Policy

Athletes must have a current term grade point average (GPA) of 2.5 and all grades of "C" or better. Students with a GPA lower than a 2.5 or an "F" in any course are not allowed to participate in practices or games until they meet GPA and grade requirements.

Letter Grades

Camino Nuevo uses a grading system called "standards based grading," where grades are given based on students' proficiency on core standards for each class. This grading system uses a 4-point scale. Middle and high school students will receive a letter grade on their report cards, whereas elementary school students will receive the numerical equivalent.

4-Point Scale	Approximate Letter Grade Equivalency
4	A
3	B
2	C
1	F
0	No Grade

Academic Integrity Policy

As a community of scholars and in support of lifelong learning, it is the expectation of CNCA that all students produce and furnish their own academic work. "Work" is defined as any assignment, task,

homework, quiz, test, standardized assessment, or project submitted via hard copy, electronically, or otherwise. Alleged academic dishonesty of any kind will be reviewed and consequences will be developed by the teacher(s) of the course and/or an administrator at the school site.

In order to avoid academic misconduct or dishonesty, students should refrain from the following actions and behaviors: copying the work of another student, allowing others to copy from their work, plagiarizing (using the work of another without providing a reference or crediting work to the originating party), joking about cheating, falsifying/forging information, and/or misrepresenting the parties who performed academic work.

In cases where a student has been found responsible for academic misconduct, consequences may include (but are not limited to): a failing grade on the assignment, a proctored opportunity to re-do the academic work, a failing grade in the course, educational projects, or other corrective or restorative consequences as determined by the teacher and administration.

Curricular Requirements

CNCA aims to educate all students, so they are prepared to attend a four-year college or university after high school. Upon graduation all Camino Nuevo students will have met acceptance requirements for both the 9 University of California system campuses (schools such as UCLA, UC San Diego, UC Irvine, etc.) and the 23 California State University system campuses (schools such as Cal State Long Beach, Cal State LA, CSU San Luis Obispo etc.). Per CNCA's mission and vision, all high school students will demonstrate college readiness by applying to a college or university during their senior year, even if they do not plan to attend college after graduation.

Additionally, students are expected to fulfill campus requirements, which include, but are not limited to four years of iConnect (our student advising program) as well as exercises and extracurricular activities such as internships and , service learning. In the graduation plan included in the high school section, some students may take classes at a different grade level than the one identified on the table. Camino Nuevo is aware that no two students are the same and actual requirements will depend on each student's needs.

College Admission Requirements and Higher Education Information

The State of California offers community colleges, California State Universities (CSU), and Universities of California (UC) as postsecondary options for students who wish to continue their education after high school.

In order to attend a community college, a student need only be a high school graduate or 18 years of age. A student may also transfer to a CSU or UC after attending a community college. In order to attend a CSU, a student must have taken specific high school courses (referred to as the "A-G" courses), have the appropriate grades and test scores, and have graduated from high school. Test scores are required unless you have a grade point average (GPA) above 3.00 and are a resident of California. The CSU uses a

calculation called an Eligibility Index that combines your high school grade point average with the score you earn on either the SAT or ACT tests. In order to attend a UC, a student must meet requirements for coursework (A-G courses), grade point average (GPA), and test scores.

For more information on college admission requirements, please refer to the following webpages:

- www.cccco.edu - This is the official website of the California Community College system. It offers links to all of the California Community Colleges.
- www.assist.org - This interactive site provides course transfer information for students planning to transfer from a California Community College to a CSU or UC.
- <https://www2.calstate.edu/apply> - This website provides information to students and their families on the CSU system, an online application, and links to all CSU campuses.
- www.universityofcalifornia.edu - This website provides information regarding admissions, an online application, and links to all UC campuses.
- <https://achieve.lausd.net/GPS> - This website provides resources to help students plan, prepare, and persist for postsecondary success. It provides information for students, families, educators, and community members. It is designed to support college and career readiness in middle and high schools, persistence into and through college, and build capacity for postsecondary readiness.

Students may also explore career options through career technical education. These are programs and classes that are specifically focused on career preparation and/or preparation for work. The programs and classes are integrated with academic courses and support academic achievement. Students can learn more about career technical education by referring to the following webpage:
www.cde.ca.gov/ds/si/rp.

Students may meet with a school counselor to choose courses at their school that will meet college admission requirements or enroll in career technical education courses, or both. (Education Code 51229.)

Standards-Based Promotion Policy

CNCA has developed a standards-based promotion policy in accordance with Assembly Bill 1626 (AB 1626), Education Code 48070.5(1)(d). Students in grades K-12 are required to meet minimum identified criteria in order to be promoted to the next grade. This policy mandates retention for students not meeting identified criteria unless the regular classroom teacher recommends promotion on the Justification for Promotion form or the summer school teacher recommends promotion at the end of summer school/intersession. Also included in the policy are the criteria for retention and mandatory summer school/intersession/intervention program.

Multiple measures must be used to determine promotion in all grades. These multiple measures include teacher progress report, grades, performance assignment scores, attendance, and teacher judgment. In addition, this policy provides for early and systematic parent/guardian notification when students are at

risk of not meeting promotion standards. The policy states that an appeal process must be implemented when parents/guardians disagree with the promotion determination of a student. A complete copy of the policy is available upon request.

Retention/Promotion Appeal Policy

The parent/guardian may disagree with the retention or promotion determination. If the parent/guardian disagrees, they are entitled to an appeal meeting. Upon request for information, the principal/designee shall explain the appeal process and provide the parent(s)/guardian(s) with a form to request a site-level appeal.

Homework Policy

CNCA believes that the purpose of homework is to help students deepen their understanding of concepts learned in school and/or sharpen skills which require repeated practice in order to master. Teachers have different systems for tracking homework, so families/guardians should feel free to contact the teacher for additional information. Teachers may provide a copy of their classroom homework policy for your information. Expect homework to be assigned on a daily basis. However, it is important to note that homework will not always be graded by the child's teacher. Grading homework for accuracy is not aligned with two of the main purposes of homework: to provide repeated practice and to instill college preparatory study habits. Please ask your student's teacher(s) for more information about his/her homework grading policy.

Concerns

- If a family/guardian notices that a student's homework is consistently too difficult, please let the teacher know. Homework should be challenging, but not impossible to complete.
- If the family/guardian is unable to assist the student with homework, seek out alternative support for the student through after school or tutorial programs.
- If there is a problem with having the appropriate supplies at home, the parent/guardian should contact the student's teacher. All homework should be complete, neat and on time.

Advanced Placement Fees

Eligible high school students may receive financial assistance to cover the costs of the advanced placement examination fees. (Education Code 52242.)

School Uniform Policy

Why does Camino Nuevo Charter Academy have uniforms?

CNCA's mission is to educate students in a college-preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity toward the world around them. Part of this education is teaching all students to make a good impression. Our top reasons for asking our students to wear uniforms are:

- There are many other schools in the area where our schools are located. For safety reasons, we want to be able to identify our students at a glance.
- The clothing we wear indicates our purpose. When we go to the beach, we wear swimsuits. When we go to a wedding, we put on our best clothes. At CNCA, we dress for learning.
- School uniforms put the focus on learning, not fashion. Uniforms can also reduce bullying and teasing. Please support our mission by taking our uniform seriously and wearing it with pride.

Uniform items should be no larger/smaller than one size of the student's clothing size.

Out of uniform consequences may include:

1. 1st offense – Verbal warning
2. 2nd offense – Parent/Guardian phone call
3. 3rd offense – Parent/Guardian meeting

A student may also be loaned a school-issued uniform if they arrive to school out of uniform. All school issued uniform attire must be washed and returned to the school site. Upon the return of school-issued uniforms, students will be given their "free dress" items back.

The CNCA high school uniform is:

- Light heather grey CNCA polo shirt
- Black bottoms – pants, shorts, skirts, skorts, or jumpers (bottoms must be of appropriate length, no more than 3 inches above the knee)

The CNCA Pre-K – 8th grade uniform is:

- Dark heather grey CNCA polo shirt

For the Cisneros Campus only:

- 6th - 8th grade students may wear the light grey CNCA polo shirt.
- Khaki bottoms – pants, shorts, skirts, skorts, or jumpers (bottoms must be of appropriate length, no more than 3 inches above the knee)
- No baseball caps, or hats of any kind. Beanies may be permitted during inclement weather only.
- Only closed-toe footwear with flat rubber soles.
- Any attire that may be a distraction may be confiscated. Distracting attire may include but is not limited to accessories such as belts not in the belt loops, extra clothing pieces, and excessive or large pieces of jewelry. School site personnel retain the discretion to decide what is considered distracting attire.

- If your student participates in physical education, he/she should wear the CNCA physical education uniform, or a plain white t-shirt and dark heather grey athletic pants or shorts without pockets.

Uniform Quick Reference Guide

Shirt	Black Bottoms	P.E. Pants or Shorts	P.E. Shirt
			

Free and Professional Dress Days

As a reward for positive behavior and attendance, schools may identify “free dress days.” Prior to free dress days, students and families will be notified of their eligibility to participate. If student(s) come to school in free dress when they are not supposed to, they will need to 1) call home to have someone bring a uniform to school 2) change into a school issued uniform. In order to maintain a safe learning environment, the attire described below is not acceptable on free dress days. We encourage students to express their individuality and personal style while following all CNCA dress code policies on free and professional dress days.

Professional Dress Examples:

- Suit with pants or suit with long skirt
- Dress Shirt or Blouse
- Matching Tie (optional)



Prohibited Free Dress Attire

- Clothing that displays inappropriate language, images, humor, or other graphics
- Clothing items that are too tight or loose (beyond one size above the student's clothing size)
- Tights/leggings may not be worn as pants
- Any attire that may be affiliated with a gang, clique, or street crew (Education Code 35183.)
- Shoulders must be covered with sleeves, tank tops are not permitted

Hats and caps are prohibited unless otherwise specified e.g. "hat day". If a student is required to wear a hat or cap, a physician's note must be submitted to the main office.

Frequently Asked Questions

1. **What outerwear is acceptable?**

The CNCA uniform only includes the shirt and the bottoms. CNCA does not require official outerwear. Any sweater/jacket/coat without writing or a logo is acceptable. There is a CNCA logo pullover hoodie and zip hoodie available, but students are not required to wear it.

2. **Does the polo shirt have to bear the CNCA logo?**

No. Polo shirts without the CNCA logo are acceptable, as long as they are the right color. Each school site has uniform samples in the main office to compare the color.

3. **Where can I buy the CNCA uniform?**

CNCA has two official vendors for uniforms. Please note, each vendor sets their own price for each item and has their own return and exchange policy and vendors may still carry the old CNCA uniform (yellow polo shirts and dark green bottoms) as well as uniforms for other nearby schools. Make sure to use only the current CNCA uniform outlined in this document. CNCA cannot guarantee uniforms. Please call your school's main office if you have difficulty finding the correct uniform items.

- Broadway Army Store - 217 W 4th St., Los Angeles, CA 90013 Tel: (213) 617-8495
- La Cigüeña 2042 W. Venice Blvd. Los Angeles, CA 90018 Tel: (213) 272 – 2469

4. **What is the return or exchange policy?**

Each CNCA vendor creates their own policy on returns and exchanges. Please confirm what the policy is with the vendor before you purchase items. Items cannot be exchanged between vendors. CNCA does not interfere with uniform vendor policies.

5. **What if I cannot afford a CNCA uniform?**

If you cannot afford a CNCA uniform for your student, please talk to the school site's office manager. Some CNCA sites offer uniform vouchers, or have donated uniforms to offer.

6. **Are there any exceptions?**

- School spirit themed days, holidays, or other specific school days announced by the campus in advance.
- Classes or individual students, groups, or clubs may be allowed Free Dress Day as a reward.

- High school graduation ceremonies.
- School-sponsored events where professional dress is required.

Distance Learning

In the case of full or partial school closures due to COVID-19, Camino Nuevo Charter Academy will implement a Distance Learning program. The vision for Distance Learning is as follows:

Camino Nuevo Charter Academy will ensure continued academic engagement, collaborative relationships with families, and support for the whole child during this period of pandemic response. We will innovate and maintain high expectations for excellence in order to realize our mission of educating students in a college preparatory program to be literate, critical thinkers, and independent problem solvers who are agents of social justice with sensitivity toward the world around them.

We will provide our students with:

- High-quality, standards-aligned content that accelerates learning, moving students forward along a grade-level progression of the highest-priority standards and skills
- Joyful, responsive, age-appropriate classrooms – virtual or in-person – that promote healing and growth
- Meaningful relationship-building opportunities with each other and with their teachers
- Intentional collaboration with their families, as their partnership is essential now more than ever

We will achieve this vision through a combination of synchronous (live) and asynchronous (independent) online learning. Please refer to relevant guidance from the school to learn more about exact Distance Learning schedules given the context.

We may record class sessions as a school. We invite parents/guardians to observe virtual classes but discourage recording in order to protect the privacy of students and staff in the classroom and at school.

Distance Learning Attendance

Attendance is a critical component of your child's success at Camino Nuevo during distance learning. Daily and consistent attendance ensures key learning experiences and information are not missed. However, if an absence occurs for any reason, the school must be notified on the day of the absence, a note of verification of absence must be sent after the absence, and all missed work must be made up by a date agreed upon with the teacher. It is the responsibility of the student and family to ask teachers (at

an appropriate time) for assignments on the day of the student's return to school. Absence notes must be turned in within 10 calendar days of the absence. No notes will be accepted after the last day of the calendar month in which the absence occurred.

Regular attendance is expected if students are on distance learning or on a hybrid schedule that includes both in-person instruction and live virtual instruction. If a student becomes disengaged, the school will use multiple methods of outreach to try to re-engage the student and family; this may include phone calls, Parent Square messages, text messages, email, and mail via United States Postal Service (USPS) or another carrier. The school may disenroll a student and refer the student back to their Los Angeles Unified School District home school if a student is absent for 10 or more consecutive days.

SCHOOLWIDE STUDENT SUPPORT PLAN

WHY? The goal of the student support plan is to establish a positive culture and individualized behavioral supports needed for all students to achieve both social and academic success.

Camino Nuevo Code of Conduct

Please adhere to the Code of Conduct at all times:

- I will treat everyone with courtesy and respect.
- I will treat personnel and school property with respect.
- I will help create and maintain a positive and safe environment.
- I will come to school prepared for learning.
- I will act responsibly and accept the consequences for my actions.
- I will help everyone in this school feel capable, connected, and valued.
- I will connect and contribute to the community and the world around me.
- I will honor the character pillars and strive to make my community a safe, healthy learning environment for all.

California Education Code will be enforced. Consequences for negative behavior choices may include:

- Verbal warning
- Teacher-student conference
- Reflection Time
- Parent/Guardian phone call/Meeting
- Behavior Contract
- Community Service
- Home visit
- Classroom suspension/In-school suspension
- Suspension
- Expulsion

Reflection or Service Hours

- An administrator or teacher may assign lunchtime/afterschool reflection or service hours to students who do not meet school-wide expectations.
- Afterschool reflection and service assignments may vary depending on the discipline concern. Families will be notified at least 24 hours before a student is assigned after school reflection or service time.

Loss of Special Event Day Privileges

Kickboard, Dean's List, or other platforms are tools that we use to document and communicate student interactions on campus; students have opportunities to gain and lose points throughout the day based on demonstration of our core values or lack thereof. School administrators may use student scores to determine special event day privileges. Please be sure to check your child's score report regularly. Failure to meet and demonstrate school-wide expectations may result in the revocation of privileges.

Prohibition of Weapons Policy

The Federal Gun Free Safe Schools Act and California Law prohibits the possession of firearms on school campuses. Students, families, and teachers are forbidden to have weapons or look-alike weapons on campus. Possession of a firearm, whether loaded or unloaded, (including pellet-type guns) or other weapons such as pocket knives can carry severe disciplinary action up to permanent removal from CNCA. "Possession" includes, but it is not limited to storage in lockers, purses, backpacks, and/or automobiles.

Smoke-Free Environment Policy

The sale or use of tobacco products in any form is prohibited in school buildings at all times all year. The sale or use of tobacco products in any form is prohibited on school grounds and within 50 feet from school grounds at any time.

Employee Code of Conduct with Students

Education Code 44050 provides that a charter school offering instruction at the elementary or high school level must maintain a section on employee interactions with pupils in its employee code of conduct. It is the policy of CNCA that all school employees conduct themselves in a manner that reflects the standards consistent with the law and the policies of CNCA at all times. The purpose of this policy is to ensure all CNCA employees understand and demonstrate proper judgment observing the prohibitions in behavior which must govern their conduct; and recognize the responsibility to respond appropriately to unacceptable behavior of students and/or co-workers. Further, this policy will specify boundaries related to potentially sexual situations and conduct which is contrary to accepted behavior and in conflict with the duties and responsibilities of CNCA employees. In addition, this policy will alert all CNCA

employees about sensitive problematic matters involved in employee/student relationships, provide guidance for employees in conducting themselves in a manner that reflects high standards of professionalism; and to give notice that potential improper action may have significant consequences. It is the intent and purpose of this policy to establish guidelines which should be followed by all CNCA employees when interacting with all students.

1. School instruction, counseling and other administrative tasks relating to students, which require the presence of students, should be accomplished on school premises within the normal school day.
2. Whenever it becomes necessary for a CNCA employee to meet with a student outside of the normal school day, or to conduct instruction or participate in school-related extracurricular activities outside of the school premises, such activities must be accompanied by the advance written approval of the School Principal and the parent/guardian of the student(s).
3. CNCA employees should only be alone with a single student as authorized by their site administrator, if it is educationally necessary, or is a requirement of that employee's position.
4. In the event a school activity requires traveling and the CNCA employee is called upon to drive or otherwise provide transportation, the activity and transportation must be approved in writing by the Site Principal and the parent/guardian prior to the required travel.
5. CNCA employees may only travel alone with a single student after acquiring written permission from the principal and the parent/guardian.
6. Any written, verbal, or electronic communications with students shall be confined to instructional assignments and requirements only, and shall comply with applicable CNCA standards of conduct.

Examples of Inappropriate Behavior

CNCA's policy prohibits any type of sexual relationship, sexual contact, or sexually-nuanced communication or behavior between a CNCA employee and student without regard to the student's age. This includes internet chat rooms, Facebook, Instagram or similar social media sites, cell phones, and all other forms of electronic or other types of communication. This prohibition applies to students of the same or opposite gender of the CNCA employee. It also applies regardless of whether the student or the CNCA employee initiated the sexual behavior, and whether or not the student welcomes the sexual behavior and/or reciprocates the attention.

While CNCA encourages the cultivation of positive relationships with students, employees and all individuals who work with or have contact with students are expected to use good judgment and are cautioned to avoid situations including, but not limited to the following:

1. Making, or participating in, sexually inappropriate comments, including double-entendre comments or sexual innuendo.
 - Sexual jokes, or jokes/comments with sexual double-entendre;
 - Kissing of any kind;
 - Listening to or telling stories that are sexually oriented;

- Inappropriate physical contact.
- 2. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
 - Intentionally being alone with a student at or away from the site, regardless of gender;
 - Except for extremely rare emergency situations, giving a student a ride to/from school or school activities without written approval from the Principal and the parent/guardian;
 - Giving gifts to an individual student that are of a personal and/or intimate nature;
 - Requesting photographs or notes from a student;
 - Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator;
 - Being alone in a room with a student on CNCA property with the door closed unless authorized by the employee's administrator, is educationally necessary, or is a requirement of that employee's position;
 - Inappropriate or excessive, non-instructional attention toward a particular student;
 - Remarks about the looks, physical attributes or physiological development of anyone;
 - Allowing students in your home or attending non-school activities with the student without written approval from the Principal and parent/guardian and without another parent/guardian or other responsible adult present;
 - Sending a student (s) email, text messages, or responses from social networking websites such as Facebook, Instagram, etc. that are not directly related and confined to instructional matters.

HEALTH AND WELLNESS RELATED POLICIES

CNCA Wellness Policy

CNCA recognizes that good nutrition and optimal physical fitness correlate with learning readiness, academic achievement, decreased discipline problems and improved emotional wellbeing. CNCA has implemented a Wellness Policy to promote healthy habits for all of the CNCA community. A copy of the Wellness Policy is available on our website www.caminonuevo.org in the "Board Policies" section and is also available at any time in the school's main office. The full wellness policy contains guidelines for what foods may be brought onto any CNCA campus according to the USDA's Smart Snacks guidelines.

District Wellness Committee (DWC)

CNCA has a district wellness committee (hereto referred to as the DWC) that meets at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this district-level wellness policy (heretofore referred to as "wellness policy"). The DWC uses feedback and information from the School Wellness Committees for this process.

School Wellness Committee (SWC)

Each CNCA campus has a School Wellness Committee (SWC) that convenes to review school-level wellness issues. The SWC provides site-level feedback to the DWC. If you wish to participate in the School Wellness Committee, please contact the school main office.

When to Keep Your Child Home

During the COVID-19 pandemic schools will also actively screen any student who comes on campus for COVID-19 symptoms. Any student exhibiting COVID-19 symptoms will be sent home.

If your child exhibits any of the following symptoms, please keep them home.

- A fever of 101 or higher
- Vomiting
- Loose bowel movements
- Pain
- Difficulty breathing
- Runny nose with thick yellow or green discharge
- Open or draining sores
- Severe coughing
- Rash or hives
- Pink eye or conjunctivitis
- Lice, ringworm or other contagious conditions

The determination to send a student home will be made using the “keep home” criteria. Parents or legal guardians will be notified by telephone of the nature of the illness and will be asked to pick up the student.

If your child becomes seriously injured at school, you will be contacted and the school will administer emergency first aid and complete an accident report for you to share with your child’s physician. Other injuries will be communicated via an incident/accident report that will be sent home with the student at the end of the school day.

Hygiene

It is very important that your child come to school healthy and clean. This means that they brush their teeth every day and bathe on a regular basis. With older students and changes in their bodies, body odor can become an issue. Please teach and remind older students of positive hygiene habits. Students are very active, and we live in a warm environment, please do not hesitate to provide your child antiperspirant/deodorant. When students come to school unclean, others notice. This can lead to teasing and avoidance by other students. Please do everything possible so that your child can have positive social relationships.

Sleep

It is very important for your child to get the appropriate amount of sleep. Students are growing and need to be well rested before they come to school. When a student is going through a growth spurt, they require more sleep than normal. Kindergarten through 12th grade students generally require anywhere from 8 to 12 hours of sleep nightly. Young adults require at least eight hours of sleep each night. Please help your child get the right amount of sleep so that they arrive to school each day ready to be their best selves!

Illness

If your student is ill, please call and inform the office on the day of the absence. For your child's safety and the protection of others please do not send them to school sick. If your child complains of feeling sick at school, depending on the severity, you may be contacted to pick up your child from school. If at all possible try to get a copy of the homework your child missed during their absence.

Birthdays and Celebrations

Campuses may make special arrangements for events during the school year for holidays or observances. If you wish to participate, please make arrangements with the school's main office to ensure alignment with the Wellness Policy.

If you would like to celebrate a student's birthday during school, please contact the school's main office in advance to make arrangements. Please note that any food items must adhere to the CNCA Wellness Policy guidelines. If you are planning to have a birthday party at home, please make arrangements outside of school. Copies of the District Wellness Policy are available at the school's main office.

Immunizations

Please note that even during the COVID -19 pandemic, the Los Angeles County Health Department has not granted any exceptions for school immunizations. If you are experiencing difficulty obtaining the appropriate immunizations for your child, please call your school's main office.

Students must be immunized against certain communicable diseases. Students are prohibited from attending school unless immunization requirements are met for age and grade. CNCA shall cooperate with local health officials in measures necessary for the prevention and control of communicable diseases in school age children. CNCA may use any funds, property, or personnel and may permit any person licensed as a physician or registered nurse to administer an immunizing agent to any student whose parents have consented in writing. (Education Code 48216, 49403.)

California school law (AB 354) requires that all students be up to date on their immunizations in order to attend school. The following are the immunization requirements organized by age:

Age 4-6 Years (These immunization requirements also apply to students entering transitional kindergarten)	Age 7-17 Years
Diphtheria, Tetanus, and Pertussis (DTaP, DTP, or DT) —5 doses (4 doses OK if one was given on or after 4th birthday)	Diphtheria, Tetanus, and Pertussis (DTaP, DTP, DT, Tdap, or Td)—4 doses (3 doses OK if last dose was given on or after 2nd birthday)
Polio (OPV or IPV)—4 doses (3 doses OK if one was given on or after 4th birthday)	Polio (OPV or IPV)—4 doses (3 doses OK if one was given on or after 2nd birthday)
Hepatitis B—3 doses	Measles, Mumps, and Rubella (MMR)—1 dose 2 doses required at 7th grade)
Measles, Mumps, and Rubella (MMR)—2 doses (Both given on or after 1st birthday)	Varicella (chickenpox)(Admission at ages 7-12 years need 1 dose; ages 13-17 years need 2 doses)
Varicella (Chickenpox)—1 dose	Tetanus, Diphtheria, and Pertussis (Tdap) —1 dose at 7th grade or out-of-state transfer admission at 8th–12th grades (1 dose on or after the 7th birthday)s
HPV - Human Papillomavirus (2019: Recommended for all children unless your doctor tells you that your child cannot safely receive the vaccine)	All 11-12 year olds should get a 2-shot series of HPV vaccine at least 6 months apart. A 3-shot series is needed for those with weakened immune systems and those age 15 or older.
Meningococcal (2019: Recommended)	All 11-12 year olds should get a single shot of a meningococcal conjugate (MenACWY) vaccine. A booster shot is recommended at age 16. Teens, 16-18 years old, may be vaccinated with a serogroup B meningococcal (MenB) vaccine.

All California schools are required to check immunization records for all new student admissions at TK/Kindergarten through 12th grade and will be reconfirmed for all students advancing to 7th grade before entry. Parents/guardians must show their child's Immunization Record as proof of immunization.

If you do not have health insurance or a regular health care provider, visit <http://publichealth.lacounty.gov/ip/clinics.htm> or dial the Los Angeles County Information Line at 2-1-1 for referrals to no-cost or low-cost vaccine providers.

Please note that this requirement applies to all California schools. Our school requires proof of vaccination on or before June 15th of every year.

Immunization Exemption Law (SB277)

Starting in 2016, exemptions for religious or other personal beliefs will not be an option for the vaccines that are currently required for entry into school or childcare in California. Parents or guardians of students in any school or child-care facility, whether public or private, will no longer be allowed to submit a personal beliefs exemption to a currently-required vaccine. Students will no longer be required to have immunizations for entry if they attend a home-based private school or an independent study program and do not receive classroom-based instruction.

Students who have an individualized education program (IEP) should continue to receive all necessary services identified in their IEP regardless of their vaccination status. However, parents or guardians must continue to provide immunization records for these students to their schools, and schools must continue to maintain and report records of immunizations that have been received for these students.

A student who is homeless or in foster care, when transferring into a new school, may be admitted immediately if the student arrives without immunization records.

SB 277 provides for a limited grandfathering of students who submit a personal belief exemption affidavit to the school prior to January 1, 2016 to continue attending public or private school after July 1st, 2016 until they enroll in the next "grade span." The three grade spans are defined as birth to preschool, kindergarten to sixth grade, and grades 7 through 12.

SB 277 still allows for a medical exemption and defines a medical exemption as follows: "If the parent or guardian files with the governing authority a written statement by a licensed physician to the effect that the physical condition of the child is such, or medical circumstances relating to the child are such, that immunization is not considered safe, indicating the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization, that child shall be exempt from the requirements of Chapter 1 (commencing with Section 120325, but excluding Section 120380) and Sections 120400, 120405, 120410, and 120415 to the extent indicated by the physician's statement."

Sports Physical Examination

Each student in grades 9 through 12 planning to participate in school athletics must pass a comprehensive physical examination by a licensed health provider. Written proof of a physical examination provided by a physician or the health department must be presented to the school office and/or designated school administrator.

Health Screenings in Schools

While distance learning is in effect, all health screenings may be delayed or need to be scheduled by appointment. CNCA will follow all current guidance provided by state and local authorities regarding health screenings.

Hearing screening is mandated in 10th/11th grades and upon first school entry (California Code of Regulations, Title 17, Section 2952 (c)(1)). Hearing screenings in California public schools must be conducted by a credentialed audiometrist.

Mandated Health Screenings: Hearing, Scoliosis and Vision Examinations

Students will receive hearing, scoliosis, and vision screenings as mandated by California State Law on grades kindergarten, 2nd, 5th and 8th. Scoliosis is required for 7th grade girls and 8th grade boys. Health screenings are performed on-site and free of charge to families by contracted health professionals. Notices and/or passive consent forms will be sent to you prior to the screening. It is recommended and strongly encouraged that Parent/Guardians arrange for a yearly speech examination as part of their child's physical examination. (Education Code 49452, 49452.5, 49455.)

Vision and Other Defects

CNCA will notify parents of any pupil noted by the supervisor of health to have visual or other defects. Notification is to ask parent to take such action as will cure or correct the defect. (Education Code 49456.)

Parent Withdrawal of Consent for Physical Examination

A parent or guardian having control or charge of any child enrolled in the public schools may file annually with the principal of the school in which he is enrolled a statement in writing, signed by the parent or guardian, stating that he will not consent to a physical examination of his child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, he shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist. (Education Code 49451.)

Medical or Hospital Services for Pupils

The Governing Board may provide or make available medical or hospital services for injuries to students arising from school programs or activities. No student shall be compelled to accept such service without his/her consent, or, if a minor, without the consent of a parent or guardian. (Education Code 49472.)

Confidential Medical Services

Education Code 46010.1 provides that school authorities may excuse any pupil in grades 7-12 from the school for the purpose of obtaining confidential medical services without the consent of the pupil's parent or guardian.

Health Education

Schools must provide students in grades 9 through 12 with HIV/AIDS-prevention education at least once in high school. HIV/AIDS-prevention education, whether taught by CNCA personnel or outside consultants, must meet the requirements of Section 51933 and must accurately reflect the latest information and recommendations from the United States Surgeon General, the federal Centers for Disease Control and Prevention, and the National Academy of Sciences. Fifth grade students are encouraged to participate in the Human Growth and Development Presentation (separate sessions for boys and girls). Permission is required from parents / guardians to participate.

California Healthy Youth Act

The California Healthy Youth Act, codified as Education Code sections 51930-51939, has five main purposes:

1. To provide a pupil with the knowledge and skills necessary to protect his or her sexual and reproductive health from unintended pregnancy and STDs;
2. To encourage a pupil to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family.
3. To promote understanding of sexuality as a normal part of human development
4. To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
5. To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

Written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education are available for inspection. Parents may request a copy of the California Healthy Youth Act. A parent or guardian of a pupil has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. A parent or guardian has the right to excuse their child from comprehensive sexual health education and HIV prevention education and that in order to excuse their child they must state their request in writing to the school.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the school has received a written request from the student’s parent or guardian excusing the student from participation. (Education Code 51240.)

A student may not be subject to disciplinary action, academic penalty, or other sanction if the student's parent or guardian declines to permit the student to receive comprehensive sexual health education or HIV prevention education or, for students in grades 7-12, to participate in anonymous, voluntary, and confidential tests, questionnaires, or surveys on student health behaviors and risks.

While comprehensive sexual health education, HIV prevention education, or anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks is being administered, an alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks, including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex, may be administered to students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Schools shall not require active parental consent ("opt-in") for these tests, questionnaires, or surveys. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their student from the test, questionnaire, or survey, and informed that in order to excuse their student they must state their request in writing to the school. (Education Code 51513 and 51514.)

CNCA schools may use outside consultants or guest speakers in order to provide students with education consistent with the California Healthy Youth Act.

CNCA schools shall not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education.

"Comprehensive sexual health education" means education regarding human development and sexuality, including education on pregnancy, family planning, and sexually transmitted diseases (EC 51931).

"HIV/AIDS prevention education" means instruction on the nature of HIV/AIDS, methods of transmission, strategies to reduce the risk of human immunodeficiency virus (HIV) infection, and social and public health issues related to HIV/AIDS. (Education Code 51931.)

Other Health Education Requirements:

Erin's Law: Sexual Abuse and Molestation Prevention.

Erin's Law is named after childhood sexual assault survivor, author, speaker and activist Erin Merryn.

"Erin's Law" requires that all public schools in every state implement a prevention-oriented child sexual abuse program which teaches:

- Students in grades PreK – 12 age-appropriate techniques to recognize child sexual abuse and tell a trusted adult
- School personnel about child sexual abuse
- Parents or guardians about the warning signs of child sexual abuse, plus needed assistance, referral or resource information to support sexually abused children and their families

Please contact your campus for specific information about school assemblies.

Under Welfare and Institutions Code 18976.5, parents may refuse to have their children participate in a primary prevention program.

Health and Medical Conditions

The school office and designated administrator must be notified if a student with a medical or health condition requires accommodations at school in order to participate in the educational program. The school administrator will arrange to meet with the parent/guardian and necessary school staff to develop an accommodation plan for the student's medical condition. Students with diabetes, severe asthma and allergies should have an accommodation plan at the school.

Allergies

Please alert us to any allergies your student may have and provide medication (if necessary) to prevent a serious allergic reaction. This includes allergies to plants, animals, foods, medicines and other substances.

Communicable Diseases

Communicable disease inspections will be conducted periodically. A student suspected of having a communicable disease will be removed from school until guidelines for readmission are met.

Lice

Outbreaks of lice in Los Angeles are very common. The school follows preventative routines. These routines include periodic head checks and disinfecting of all necessary areas in the school. If you discover that anyone in your family has lice, please notify the school immediately. If it is discovered that your child has lice eggs and/or lice in his/her hair, they will be sent home. Your child may only return to class when he/she has been effectively treated, nits are gone, and the office inspects your child.

Ringworm

Ringworm is an infectious disease characterized by scaling or cracking of the skin. In severe cases vesicular lesions appear on various parts of the body. Students with ringworm will be sent home and require a doctor's note indicating that the ringworm is not contagious to readmit.

Chickenpox

An effort will be made to notify Parent/Guardians about school exposure to chickenpox. The Parent/Guardian of a student for whom chickenpox presents a particular hazard should contact the school to facilitate communication. Students at risk include those with conditions affecting the immune system and those receiving certain drugs for the treatment of leukemia or organ transplants.

Other Illnesses

A student returning to school with sutures, casts, crutches, brace(s), or a wheelchair must have a physician's written permission to attend school and must comply with any safety procedures required by the school administration. A student returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization, must have written permission by the health care provider to attend school, including any recommendations regarding physical activity.

An excuse (less than 10 weeks) from a physical education class may be granted to a student who is unable to participate in a regular or modified curriculum for a temporary period of time due to illness or injury. A parent/guardian's written request for an excuse will be accepted for up to five days; thereafter, a written request is needed from the student's health care provider. A current Emergency Information card must be on file at the school so that parents/guardians can be notified promptly in case of an accident or illness involving their student.

Medications at School

Students may not carry or use medication on campus without written consent. A student who needs to take medication during school hours must have a statement to this effect on file at the school signed and prescribed by a California licensed medical doctor and also signed by the parent/legal guardian. Parents/guardians may obtain a "Request for Medication to be Taken During School Hours" form in the main office.

Any students with the following health concerns must bring a doctor's note: food allergies, asthma, diabetes and seizures. Self-administration of medications may be permissible by special arrangement with the school administrator. The required forms are available from the school office or administrator. School personnel do not administer, prescribe or give advice regarding any kind of medication. If a student is taking medication, it is in his/her best interest to arrange a schedule so that a parent or legal guardian can administer the medication.

Administration of Prescribed Medication

Education Code 49423 provides that any pupil who is required to take, during the regular school day, medication prescribed for him or her by a physician and surgeon, or is ordered for him/her by a physician's assistant practicing in compliance with the Business and Professions Code may be assisted by the school nurse or other designated school personnel or may carry and self-administer prescription auto-injectable epinephrine if CNCA receives the appropriate written statements.

In order for a pupil to be assisted by a school nurse or other designated school personnel, CNCA shall obtain both a written statement from the physician detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken and a written statement from the parent, foster parent, or guardian of the pupil indicating the desire that CNCA assist the pupil in the matters set forth in the statement of the physician.

In order for a pupil to carry and self-administer prescription auto-injectable epinephrine, CNCA shall obtain both a written statement from the physician or surgeon detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the pupil is able to self-administer auto-injectable epinephrine, and a written statement from the parent, foster parent, or guardian of the pupil consenting to the self-administration, providing a release for the school nurse or other designated school personnel to consult with the health care provider of the pupil regarding any questions that may arise with regard to the medication, and releasing CNCA and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication pursuant to this paragraph.

The written statements specified in this subdivision shall be provided at least annually and more frequently if the medication, dosage, frequency of administration, or reason for administration changes.

A pupil may be subject to disciplinary action pursuant to Section 48900 if that pupil uses auto-injectable epinephrine in a manner other than as prescribed.

Medication Regimen for Nonepisodic Condition

The parent or legal guardian of any public school pupil on a continuing medication regime for a non-episodic condition, shall inform the school nurse or other designated certificated school employee of the medication being taken, the current dosage, and the name of the supervising physician. With the consent of the parent or legal guardian of the pupil, the school nurse may communicate with the physician and may counsel with the school personnel regarding the possible effects of the drug on the child's physical, intellectual and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose. (Education Code 49480.)

Treatment of School-Related Injuries

It is the policy of the school to treat minor injuries (scrapes, paper cuts, bumps, etc.) with ice packs, cold compresses, or adhesive bandages as needed. Parents/guardians will be notified about minor injuries at the discretion of the administration. When confronted with more serious injuries/illnesses, school staff will contact parents/guardians, and, if required, transport the student to the nearest hospital emergency department or call 911. It is the responsibility of the parents/guardians to update school medical and

emergency information. Please see the CNCA Emergency Card for more information about emergency, medical treatment for students.

Pupils with Disabilities

Education Code 48207 provides that a charter school may continue to enroll a pupil with a temporary disability who is receiving individual instruction in a hospital or other residential health facility in order to facilitate the timely reentry of the pupil in his or her prior school after the hospitalization has ended, or in order to provide a partial week of instruction to a pupil who is receiving individual instruction in a hospital or other residential health facility, for fewer than five days of instruction per week, or the equivalent, as described in subdivision (c) of Section 48206.3.

Parent's Duty of Notification

It shall be the primary responsibility of the parent or guardian of a pupil with a temporary disability to notify CNCA pursuant to Section 48207 of the pupil's presence in a qualifying hospital. (Education Code 48208.)

Instruction for Pupils with Temporary Disabilities

A pupil with a temporary disability that makes attendance in the regular day classes or alternative education program in which the pupil is enrolled impossible or inadvisable shall receive either individual instruction at home provided by CNCA, or individual instruction in a hospital or other residential health facility, excluding state hospitals. (Education Code 48206.3.)

Physical Fitness Test

State law required schools to administer the Physical Fitness Test (PFT) annually to all students in grade 9. The state-designated PFT is the FITNESSGRAM. It is a set of tests designed to evaluate health related fitness and to assist students in establishing lifetime habits of regular physical health. Teachers are responsible for preparing students to do their best on the test by providing instruction and appropriate practice in the skills and abilities that are tested. Students are tested between February and May. Parents/guardians should see that their students participate in a regular program of physical activity and nutrition. The complete test measures student performance in the following areas:

- Aerobic capacity
- Body composition
- Muscular strength, endurance and flexibility

Chronic Conditions

For your child's safety, the school must be aware of any special needs your child may have, such as asthma, allergies, or any other persistent medical conditions. You are required to notify the office and your child's teacher.

Responding to Emergencies

In the event that there is an emergency, parents/guardians should remember that schools are among the safest buildings in the community. By law, California public schools are built to a higher standard, called the Field Act; therefore, schools will generally not sustain the same damage as residential or commercial buildings. Schools also have extensive Fire Life Safety Systems that include fire alarms and sprinkler systems designed to protect students and staff. In general, schools will respond to emergencies by moving students to the safest possible location. During fires or earthquakes, students will be moved out of the classroom to a safe assembly area, usually the playground or parking lot. The school implements regular emergency drills to ensure that all members of the school community know the plan. Teachers will review emergency preparedness procedures with the students during the first month of school.

During an emergency, parents/guardians who want to pick up their students may be asked to go to the Reunion Gate located on the school's perimeter. Please remember that students will only be released to a person whose name is listed on the student's Emergency Card, unless another person can be authorized by the custodial parent/guardian and verified by the school. Parents/Guardians must make sure that the Emergency Card is current and correct. Please notify your child's school anytime the emergency contact information changes.

During a threat of violence, students will be sheltered in a locked classroom away from anything that can hurt them. During an emergency when the campus must be protected, parents/guardians will not be able to pick up their students until the school campus is declared to be safe by the Police, Sheriff's Department, or other official city or county agency. Parents/guardians need to understand that the students are being sheltered in a secure place for their safety and will be released only when it is safe to do so.

Every CNCA campus has a Comprehensive School Safety Plan (CSSP) that describes all of the school's safety procedures and safety related policies. A copy of the CSSP is available on the school's webpage or a physical copy can be requested from the school's main office.

Integrated Pest Management (IPM) Policy

This policy outlines a widely accepted approach to pest management that results in effective suppression of pests while minimizing human health and environmental hazards. CNCA shall provide written notification with specified information on pesticides to all school staff and parents/guardians if any are

applied. A 24-hour advance notification will be sent to parents/guardians prior to any pest treatment.
(Education Code 48980.3.)

SCHOOL-PARENT COMPACT

The School-Parent Compact is a set of shared commitments between the school and the family. The goal of the compact is to create the strongest possible partnership between home, school, and student in order to increase academic achievement and success.

CNCA distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The school's responsibility to provide high-quality curriculum and instruction
- The ways parents will be responsible for supporting their children's learning
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities.

In addition, parents/guardians are encouraged to complete 15 hours of volunteer service per family, per site. Attendance to in-person and/or virtual workshops, parent meetings and school activities count toward hours of volunteer service. However, donations are not equivalent to volunteer hours. Another way to meet the volunteer service hours compact is to attend an educational community event (i.e. book fair, college fair) and by completing city college classes, taking your student to the public library or by enrolling in other community-based education programs. A maximum of six hours of educational community events will count toward the 15-hour volunteer service pledge.

For a copy of the full and detailed policy of your school, please visit www.caminonuevo.org in the "Board Policies" section, request a copy at the school's main office, contact your Family Services Coordinator or designee, or visit the Resource Hub in Parent Square.

Five Ways You Can Make a Difference

As a parent/guardian you are your student's child's first teacher. Even while your child is in school and/or during distance learning, you still teach them important lessons every day. Research shows that when families and schools work together, students do better.

Here are some suggestions from the Parent Institute on ways you can make a difference in your child's education, particularly in the early years. These activities don't cost money. They don't require training. All they require is your effort.

1. Read to your student child every day. Long after children learn to read for themselves, they love this special time with you. Kids who are read to will want to read on their own.

2. Join your school's parent/guardian organization. When families and schools work together, schools improve.
3. Volunteer. The more help parents/guardians give teachers, the more time teachers can spend with students. If you have a full-time job, you can still help. Ask your student's teacher what you can do.
4. Let your children know school is important. Ask about their homework. Attend school events. Talk about how you use what you learned in school in your daily life.
5. Recognize your child's special gifts. Each student has special talents. Perhaps the most important thing you can do is help your child see how he or she is special. That boosts confidence and sets the stage for learning.

Ways to Participate

Become a School Instructional Support Volunteer

Throughout the school year, opportunities will arise for you to volunteer in your child's classroom, in the school, and for special events. CNCA welcomes and strongly encourages your involvement as parents/guardians to volunteer in the life of our schools and welcomes your participation as a volunteer.

In order to become an instructional volunteer, you must follow these procedures:

- Arrange with the classroom teacher the dates and times you will be in the classroom.
- Have a current volunteer application on file.
- Before entering the classroom, you must sign in with the office, display your identification tag at all times, and wait until the classroom teacher gives you instructions.
- Have a current TB test on file (no more than two years old). Volunteers must have written documentation of tuberculosis clearance on file at the school prior to beginning an assignment.
- Fingerprinting by the Department of Justice (DOJ) is required for mentors, one-on-one tutors and non-employee volunteer coaches.

Participate in School Governance or Special Committees

Each school site has several leadership committees for families that meet either in-person and/or virtually. Some of those committees are:

English Learner Advisory Committee (ELAC) & District English Learner Advisory Committee (DELAC):

Each campus with 21 or more English learners has this committee. The committee is responsible for advising the principal and staff on programs and services for English learners. In addition, ELAC assists the school in the development of the school's needs assessment, and brainstorm ways to make families/guardians aware of the importance of regular school attendance. Each ELAC has the opportunity to elect at least one member to serve in the District English Learner Advisory Committee (DELAC).

Site Based Council (SBC):

Serves as an advisory council to the school site principals. Election of parent representatives and other community members are held each school year by the third week in September. Nomination forms for parent/guardian and community members shall be distributed at each school site and sent home to families. New members and alternates shall be installed by the October meeting. The committee is responsible for reviewing policies and the Local Control Accountability Plan (LCAP) goals (i.e. School Safety Plan, share resources available to support students and & families, the Parent Involvement Policy, Spring and Winter Consolidated Applications, LCAP goals and the Retention and Culmination policy).

School Wellness Committee (SWC) and District Wellness Committee:

Are an advisory group concerned with the health and well-being of students and staff. This group typically has 6-12 members and may include school staff, students, family members, and/or community members. The School Level Wellness Committee establishes and implements goals, programs and activities to meet the health and wellness needs of the school community. Each SWC has the opportunity to elect at least one member to the District Wellness Committee. The District Level Wellness Committee focuses on policy and the common mission of district policies and programs.

Enrollment Support Team (EST):

This committee promotes the school in the surrounding communities. Participating parents become school ambassadors to represent the school in the community. Members of this team are charged to promote the school and generate interest about the school while promoting enrollment.

School Culture Planning Committee (SCPC) - optional committee:

In the past, SCPC members have been involved in the planning, promotion and support of organization wide annual events. At the site level, this committee is responsible for fundraising activities and school events to promote a positive school culture.

Participate in Family Workshops (in-person and/or virtually)

Various family workshops and school special events and activities will be held during the school year. Attendance to workshops and school activities will count towards your hours of volunteer service.

Families are encouraged to keep track and record their volunteer hours in their Parent Square app by following these steps:

1. From the home page click on "More" in the bottom menu. Then, click "volunteer hours" at the bottom of the page.
2. Click the "+" sign in the top right corner to add your volunteer hours.
3. Input the month you volunteered, the activity you performed, and the amount of time that you volunteered. You can also add in a description if you'd like (i.e. title of workshop: "Abriendo Puertas #1).

4. Click "save" in the top right corner when you are finished and your volunteer hours will be recorded.

Family Services Coordinators or designee can answer questions regarding opportunities to volunteer and tracking of volunteer hours.

Afterschool Program

Camino Nuevo partners with Think Together to provide students with rich afterschool experiences and academic support.

Afterschool Program Operational Requirements

Afterschool Program grantees (CNCA) are required to operate programs a minimum of 15 hours per week and at least until 6 p.m., beginning immediately upon conclusion of the regular school day. Programs must plan to operate every regular school day during the regular school year. According to the California Department of Education (CDE) Expanded Learning Division Section 8483(a)(1): Every afterschool component of a program established pursuant to this article shall commence immediately upon the conclusion of the regular school day, and operate a minimum of 15 hours per week, and at least until 6 p.m. on every regular school day. Every after school component of the program shall establish a policy regarding reasonable early daily release of pupils from the program. Education code allows the grantee to develop a policy for the reasonable late arrival and early daily release of pupils from before and afterschool care programs based on local needs. However, the use of the late arrival and early release policies should be the exception and not the rule.

Afterschool Program Attendance

It is a grant requirement that elementary school pupils participate in the full day of the program every day and that pupils in middle school attend a minimum of nine hours a week and three days a week to accomplish program goals. Priority for enrollment of pupils in middle school shall be given to pupils who attend daily.

Personal Growth Opportunities

Throughout the year the school may offer educational opportunities solely for the continuing education of parents/guardians and families. Such opportunities may include classes on parenting, health topics, open communication, job training, domestic violence, and ESL. Families are also encouraged to attend the following events:

- Summer Orientations
- College Counselor Meeting
- Small Group Teacher Workshop
- College Trip
- Workshops: Technology, Communication, Grading, Testing

- Parent Workshop series: Transition to College, Abriendo Puertas, etc.
- Family-Teacher Conference (i.e. IEP, SST, Other)
- “Cafecito” or Coffee with the Leadership Team
- Leadership Committees: Site Based Council, ELAC/DELAC, Wellness Committee and/or School Culture Planning Committee
- Open House
- Back to School
- Math/Reading Celebrations
- Spring Celebration
- Teacher Appreciation Events

School Volunteer: Parent Involvement Policy

Various opportunities for parent involvement and support are provided at CNCA. Parents are welcomed to volunteer at times that best work for them. Opportunities for their involvement and participation can take place in the morning, during the school day, after school, school events, on a daily, weekly, or monthly basis and in the areas they feel comfortable in. All parents are welcome and encouraged to be part of our school community and if language is a barrier, we provide the necessary supports to make sure everyone is included.

CNCA has developed a written Title I parental involvement policy with input from Title I parents. In partnership with the School Site Council of each CNCA campus, CNCA developed the policy. Each year, CNCA also collects feedback from parents to inform any revisions to the policy that may be necessary. CNCA has distributed the policy to parents of Title I students. The policy is distributed at the beginning of the school year to each family and is available online via the CNCA website. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

For a copy of the full and detailed policy of your school, please visit www.caminonuevo.org in the “Board Policies” section, request a copy at the school’s main office, contact your Family Services Coordinator or designee, or visit the Resource Hub in Parent Square.

General Volunteer Guidelines

Classroom and student work is always confidential. Please do not discuss student concerns with anyone except the teacher or principal. Keep in mind the following expectations when volunteering at CNCA:

- Try not to compare students within the classroom.
- Since there are as many methods as there are teachers, please do not compare different methods of teaching. There is no defined best way to teach.
- Work positively for the good of the school.
- Constructive criticism should be directed only to the supervising teacher or school administrator.

- When you are volunteering in the classroom, please remember that you are doing so under the direction of the teacher.
- Ask questions! If something is unclear, please ask for clarification. If you have any questions about volunteer policies and procedures please contact the parent liaison. Don't compare one student with another; think of your child as their own person.

Tracking of Volunteer Hours

All volunteer hours need to be entered into Parent Square. Parents are encouraged to report their volunteer hours by month. Parents are encouraged to complete 15 hours of volunteer service. Hours can be accrued by attending parent workshops, Cafecitos, parent-teacher conferences, school events, school committee meetings, and classroom activities.

1. From the home page click on "More" in the bottom menu. Then, click "volunteer hours" at the bottom of the page.
2. Click the "+" sign in the top right corner to add your volunteer hours.
3. Input the month you volunteered, the activity you performed, and the amount of time that you volunteered. You can also add in a description if you'd like.
4. Click "save" in the top right corner when you are finished and your volunteer hours will be recorded.

Family Services Coordinators or designee can answer questions regarding how to enter volunteer hours in Parent Square.

Family Teacher Conferences

Formal and informal conferences are one way that you as the parent/guardian can stay informed of the progress of your child in school. You may set up an appointment to meet with a teacher whenever you feel it is necessary. Mandatory formal conferences will take place at least twice a year. These usually take place after the first quarter, the end of the first semester and the third quarter grading period.

ParentSquare simplifies the process of scheduling parent-teacher conferences. You must download the Parent Square app and register by entering your email or cell phone number. The email and/or cell phone number should match the information given to your school during enrollment.

All conference sign-ups are going to be scheduled via Parent Square. Families receive an email, message or app notification depending on their user settings with a link to access the conferences schedule.

Parents who signed up receive a reminder before the event.

Family/Teacher conferences will be held on shortened days and minimum days. If you cannot attend your scheduled family conference, contact the teacher(s) and reschedule. In order to get the most out of a formal conference, you should be on time and may want to:

- Have questions prepared
- Take a moment to write down questions and concerns that you wish to discuss at the conference.
- Take notes during the meeting
- Share any relevant information
- If there are some stressful factors in your child's life, you may wish to mention them at the conference. It is helpful for a teacher to know what may be influencing a student's attitude, behavior, or performance.
-

School and Family Communication

Camino Nuevo uses Parent Square as the primary form of communication with families. Parent Square is a communication platform designed to help streamline all communication with families related to school events, conferences sign-ups, parent workshops, fundraisers, volunteer hours tracking, calendar, parent bulletin, etc. It is important that communication is a continuous process. To stay informed of all meetings and events, please check the school website, Parent Square and monthly calendar/newsletter regularly. CNCA frequently provides notices, correspondence and important flyers.

Downloading the mobile app is the easiest way to receive all posts, events, sign up requests, photos and files. Users can enable app notifications when a message is posted. ParentSquare allows you to change your language setting if you would like to get posts in a different language.

CNCA asks all families to download the Parent Square app. and register by following these steps:

1. Download the FREE ParentSquare app for iOS or Android.
2. Open up the ParentSquare App.
3. Enter your email or cell phone number. The email and/or cell phone number should match what is in your school's information system or database.
4. Next, create your password and confirm your password. Click Continue.
5. You will receive a registration code via email or text. Enter your registration code and click 'Verify'. This will take you to your ParentSquare home feed!

You can contact a teacher by:

- Sending a direct message via Parent Square.
- Calling the school and leaving a message. The teacher will return your call.
- Making an appointment.
- Writing a note.

- Visiting during "office hours." When available, teachers will meet with families according to the order of arrival.

If you need to speak to an administrator, please call the school office. If someone is not available to speak to you immediately, please send a direct message via Parent Square or leave a message, and someone will return your call. If you need to speak to someone about an issue that may take more than five minutes, please make an appointment with the appropriate person. This is the best way that you will get undivided attention.

If you are not receiving communication from the school via Parent Square, please contact the office.

If you need to communicate with your child during school, call the office and leave a message. That message will be given to the student. A student will be summoned from class to take your call only if it is an emergency. Please make all carpool or after school pick up arrangements with your child before the start of the school day.

Classroom and School Visitation and Removal Policy

While CNCA encourages Parent/Guardians and interested members of the community to visit our schools and observe the educational program under Education Code 49091.10, CNCA also endeavors to create a safe environment for students and staff. Therefore, Parent/Guardians and other visitors must adhere to the following policy in order to maximize the safety of the students and minimize the disruption to the educational environment.

Parent/Guardians and other visitors, including children who are not students of CNCA, shall not loiter on the school premises, including the parking lot and outside of school buildings. The parking lot shall be used for picking up and dropping off students, and for conducting school business. Parent/Guardians and other visitors are expected to leave the campus premises upon the conclusion of any business matters or after dropping their student off at school.

If a Parent/Guardian or guardian wishes to visit CNCA to observe the educational program, the visitor must adhere to the following procedures, which have been developed to minimize interruption of the instructional program and ensure the safety of students and staff pursuant to California Penal Code Section 627 et seq.

1. Visits during school hours should first be arranged with the teacher and Principal or designee, at least one day in advance either by phone or in writing. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three days in advance. Parent/Guardians seeking to visit a classroom during school hours must first obtain approval of the classroom teacher and the Principal or designee.

2. All visitors shall register with the front office immediately upon entering any school buildings or grounds during regular school hours. When registering, the visitor is required to provide his/her name, purpose for entering school grounds and proof of identity. For purposes of school safety and security, the Principal or designee may create a visible means of identification for visitors while on school premises.
3. The Principal or designee may refuse to register an outsider if he or she has a reasonable basis for concluding that the visitor's presence or acts would disrupt the school, its students, its teachers, or its other employees; would result in damage to property, or would result in the distribution or use of unlawful or controlled substances.
4. The Principal or designee may withdraw consent to be on campus even if the visitor has a right to be on campus whenever there is a reasonable basis for concluding that the visitor's presence on school grounds would interfere or is interfering with the peaceful conduct of the activities of the school, or would disrupt or is disrupting the school, its students, its teachers or its other employees.
5. The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if he/she reenters the school without following the posted requirements, he/she will be guilty of a misdemeanor.
6. Any visitor that is denied registration or has his/her registration revoked may request a hearing before the Principal or the CNCA senior management on the propriety of the denial or revocation. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of hearing is to be sent, and shall be delivered to either the Principal or CNCA senior management within five days after the denial or revocation. The Principal or CNCA senior management shall promptly mail a written notice of the date, time, and place of the hearing to the person who requested the hearing. A hearing before the Principal shall be held within seven days after the Principal receives the request. A hearing before the CNCA senior management shall be held within 30 days after the receipt of the request.
7. The Principal or designee shall seek the assistance of the police in dealing with or reporting any visitor in violation of this policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, he/she will be guilty of a crime as specified which is punishable by a fine of up to \$500.00 or imprisonment in the County jail for a period of up to six (6) months or both.
2. Further conduct of this nature by the visitor may lead to the school's pursuit of a restraining order against such visitor which would prohibit him/her from coming onto school grounds or attending school activities for any purpose for a period of three (3) years.

Independent Study Policy

Camino Nuevo Charter Academy (CNCA) may offer independent study to meet the educational needs of pupils enrolled at a CNCA School. Independent study is an alternative education designed to teach the knowledge and skills of the grade-level core curriculum. CNCA shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

The following written policies have been adopted by the Board for implementation at CNCA schools:

1. For pupils in all grade levels offered by CNCA, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be determined in each student's independent study agreement or as modified by an assigned credentialed teacher at the time the work is assigned to the pupil.
2. After three missed assignments an evaluation shall be conducted to determine whether it is in the best interests of the pupil to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
3. A current written agreement shall be maintained on file for each independent study pupil. The independent study agreement for a student must require and cover a study plan that represents the same amount of study that would be required of a student in the classroom. Written agreements may include subsidiary agreements, such as course contracts and assignment and work records. Also each agreement shall include, but is not limited to, all of the following:
 - The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress.
 - The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
 - The specific resources, including materials and personnel that will be made available to the pupil.
 - A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, and the number of missed

assignments allowed prior to an evaluation of whether or not the pupil should be allowed to continue in independent study.

- The duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one semester, or one-half year for a school on a year-round calendar.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.

4. CNCA shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.

5. No student who qualifies for special education services under the Individuals with Disabilities in Education Act ("IDEA") shall participate in independent study unless it is specifically authorized under his or her Individual Education Plan ("IEP").

6. CNCA Principals shall establish regulations to implement these policies in accordance with the law.

California Mathematics Placement Policy for Students Entering 9th Grade

Camino Nuevo Charter Academy is committed to providing a "fair, objective, and transparent" mathematics placement policy for all students entering 9th grade. In preparation for the 2016-2017 school year, we have developed criteria and protocols for accurately evaluating and placing students in appropriate mathematics courses that will best support our commitment and vision for ALL students to be college and career ready. We will consider the following multiple objective academic measures of pupil performance to inform student placement:

1. Standardized statewide mathematics assessment score based upon CAASPP achievement levels: standards exceeded, standards met, and standards nearly met from grades 6 and 8.
2. Results from a diagnostic assessment (administered EOY and within the first three weeks of school) to ensure accurate student placement and permit re-evaluation of individual student progress.

3. End of course exam, summative assessment grade measuring student mastery on state-adopted standards with a grade of C or above, and demonstrating sufficient preparation for the next in sequence mathematics course.
4. Final math grade on the end of the year official report card.
5. Teacher recommendation based upon classroom assessments, grades, and habits of mind.
6. For students receiving special education services, the final mathematics placement will be determined by the student's IEP team.

If a parent/guardian would like for his/her child's mathematics placement to be reconsidered, the following steps are in place:

1. Per parent/guardian's formal request, site administration may make available the outcomes from the objective multiple performance measures listed above.
2. Per parent/guardian's formal request, site administration will allow the student to take the end of course, final summative assessment. Based on the results of this assessment, site administration may reconsider the student's math placement.
3. Parent/guardian may also request a waiver requesting his/her child be placed in the next insequence course. However, such a request would be against the professional recommendation of the site administration. By signing the waiver, the parent/guardian will acknowledge and accept responsibility for requested placement.

Our Mathematics Placement Policy will be posted on our organization's website and will be addressed by each Middle and High School site at the beginning and end of each school year.

Incomplete and Fail Policy (High School)

Grades of Incomplete will not be issued automatically. "Incomplete" (I) grades are issued under extreme circumstances that must have prior approval from the school site assistant principal, counselor and respective course teacher. A student who receives an Incomplete must demonstrate evidence of standards proficiency for that course within 30 days of receiving the Incomplete. In rare circumstances, administrators may provide written approval of a time period of longer than 30 days. If the student does not complete coursework and does not successfully pass the class within 30 days of receiving the initial Incomplete, the grade will become an F.

Intervention Credit Recovery (High School)

Students with fails in A-G classes must retake those courses to meet minimum graduation requirements. Fails will stay on students' historical transcripts and be included in their GPA, along with the grade for the repeated credit. Students with a history of incompletes or fails will be carefully placed in classes that meet their current and historical credit needs. Students with current I's and F's are required to attend service learning, academic and college trips and may not stay back to get caught up on work.

Culmination Policy/Senior Contract (High School)

Families and senior students will be expected to sign a contract indicating that they understand that in order to graduate, senior students must:

- Meet all A-G requirements with grades of C or better with an equivalent of 165 A-G credits, 80 elective credits, 30 iGraduate Credits, 40 service hours, 1 internship, and have completed 4 college applications.
- Have a Dean's List of 600 or better (or behavior equivalent) as of the Monday before graduation.
- No incidents involving drugs, alcohol, theft, fighting, vandalism or harassment as a senior.
- Each high school will outline specific culmination requirements in the senior contract. This contract will be available to all seniors at the beginning of the school year and/or when a senior enrolls at either high school. A copy of the contract is available in the main office.

A diploma will be issued for any student meeting the graduation requirement of 165 A-G credits, 80 elective credits, 30 iGraduate Credits, 40 service hours, 1 internship, and have completed 4 college applications. All requirements are necessary for a student to participate in the graduation ceremony or to attend Grad Night or any other senior event; participation in all culmination activities is at the discretion of the site principal. If a student believes they should be able to participate, they may appeal to school administration in order to potentially participate in the culmination ceremony only.

Senior Activity Academic Policy

Seniors who are not passing their current senior classes may not be eligible to participate in senior activities (i.e. field trips, fun days, etc.).

High School Retention Policy

Camino Nuevo High Schools track progress toward graduation requirements very carefully. If a student is not on track toward graduation at the end of a given year of high school, and it will not be mathematically possible for them to make up the credits required to graduate on time, they will be retained.

GRADUATION REQUIREMENTS

Below are the graduation requirements for the Class of 2021 and beyond.

Camino Nuevo Charter Academy Minimum Required Coursework for Graduation

Courses	Grade Type	Number of Courses	Credits****
A-G Courses	C or higher	33 semesters	165
		(16.5 year long-classes)	
I-grad & Senior Seminar	C or higher	3	30
Electives*	C or higher	15 semesters	75
Internship**	1 completed	1	5
Service Hours***	40 hours		5
College Application Completion	At least four college applications must be submitted		
			280
*For students transferring in, the minimum grade requirement for transferable elective credits will be determined on a case-by-case basis.			
** An internship must be completed for all CNCA High School students who attend a CNCA high school beginning in ninth grade			
*** 10 hours per year enrolled in a CNCA High School			
**** In exceptional instances, such as newcomers beginning in 11th grade, the minimum number of credits required for graduation might be reconsidered, contingent on approval by the CEO.			

PROCEDURES FOR ADDRESSING CONCERNS

Dispute Resolution/Filing A Formal Complaint

CNCA is committed to resolving concerns and complaints in a manner in which all parties feel respectfully heard and understood. If you have a concern regarding any aspect of the school's program including the performance of an employee, please speak with or write to the program supervisor. If an issue is not resolved, CNCA offers the following procedures and a Formal Complaint Form for all members of our community to use when filing a formal complaint. In all cases, CNCA prohibits retaliation against complainants. CNCA will attempt to keep information about complainants confidential, except where it is necessary or appropriate to disclose it or investigate a situation that has occurred.

CNCA has the discretion to not investigate anonymous complaints. If you believe you have a complaint that relates to sexual harassment, discrimination, or an unlawful situation is not addressed in a manner that you are satisfied with, direct the concern in the same manner to the Principal or Assistant Principal.

You may leave a written message in the main office or complete a Formal Complaint Form which is available in the main office.

If the complaint involves a person, please contact that staff member to set up a mutually agreeable time to discuss the complaint in a productive, solution-oriented manner. If it is a general concern, not involving a specific person, please address your concern to the school's operations manager.

If your concern is still unresolved, please contact the principal or administrative designee to set up a mutually agreed upon time. Complaints resolved at this level do not need to proceed further in the process.

If after speaking with the principal, your concern remains unresolved, please use the Formal Complaint Form to detail your formal complaint in writing. For these written complaints, the principal or designee shall consider all the facts and arrive at a resolution of the complaint.

If the complainant is dissatisfied with the resolution arrived at by the principal or designee or if the complaint is with the principal, the complainant may direct their complaint in writing to the CEO. The CEO will determine if the matter can be handled at the CEO/Principal level – or – if the issue needs to be taken to the CNCA Board of Directors Grievance Committee.

In this case, the CEO will work with the Board Chair or a designated board committee to make determinations about how to resolve the matter. If needed, the CEO will meet with the complainant to discuss the facts and circumstances of which the complaint is based to help solve the problem. The determinations of the CNCA Board of Directors Grievance Committee are final.

Uniform Complaint Procedures

The Uniform Complaint Procedure (UCP) is only used for complaints or allegations of noncompliance involving nondiscrimination protections. These include a complaint regarding the violation of specific federal and state programs that use categorical funds such as After School Education and Safety, Child Care and Development, Consolidated Categorical Aid, Foster Youth Services, Local Control Funding Formula and Local Control Accountability Plans, Migrant Education, Nutrition Services – USDA Civil Rights, School Facilities, Special Education, Tobacco-Use Prevention Education, and Unlawful Pupil Fees. UCP complaints are filed with the district superintendent or their designee. A Williams Complaint, another type of UCP complaint, regards instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils, and teacher vacancy or assignment and may be filed anonymously. Williams Complaints are filed with the principal, or their designee, of the school in which the complaint arises. Schools have complaint forms available for these types of complaints, but will not reject a complaint if the form is not used as long as the complaint is submitted in writing.

Complaints must first be filed at the local level. Complainants who are not satisfied with a local UCP decision, may file an Appeal with the State Superintendent of Public Instruction (SSPI). (Education Code 32289 and 49013(e); 5 CCR 4600 et seq.)

Uniform Complaint Procedures (UCP) – Please see Section “Board Policies” for Policy BP 1312.3

Mandated Reporting

In California, certain professionals are considered “child care custodians,” and they are required to report suspected child abuse and/or neglect. California Penal Code Section 11166 requires any student care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Under this law, CNCA employees are mandated reporters who will follow appropriate steps to report any such possible neglect or abuse. Mandated reporters are required to follow the law, and the failure to do so can subject the reporter to liability. Suspected child abuse reports are confidential as to the identity of the employee making such a report. CNCA also has an obligation to cooperate and participate in any process that is triggered by the Department of Child and Family Services, law enforcement agency or peace officer to assure the safety of our children.

****Legal Disclaimer ****

The information contained in the CNCA Family Handbook is provided for informational purposes only. Information may be changed or updated without notice. This handbook is subject to all applicable laws and in all cases where there is a discrepancy between the handbook and the charter, the charter petition language supersedes the handbook.

CNCA expressly disclaims all liability with respect to actions taken based on any content in this handbook. CNCA assumes no responsibility for errors or omissions in this handbook or other documents that are referenced in this handbook. CNCA does not discriminate on the basis of race, color, national origin, gender, disability, religion, or sexual orientation.

CNCA BOARD POLICIES

Nondiscrimination in CNCA Programs and Activities (BP 0410)

Adopted by the CNCA Governing Board on June 13, 2017

CNCA is committed to equal opportunity for all individuals in education. CNCA programs and activities shall be free from discrimination based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristics contained in the definition of hate crimes in Penal Code section 422.55 or the perception of one or more of such characteristics. The Board shall promote programs which ensure that discriminatory practices are eliminated in all CNCA activities.

Annually, the CEO or designee shall review its programs and activities to ensure the removal of any barriers that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing CNCA programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barriers. The CEO or designee shall report his/her findings and recommendations to the Board after each review.

The CEO or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment, and sources of referral for applicants about CNCA's policy on nondiscrimination and related complaint procedures. Such notifications shall be included in handbooks, job announcements, applications and other recruitment materials distributed to these groups.

CNCA's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. For a copy of the full policy please visit www.caminonuevo.org in the Board Policies section or request a copy at the school's main office.

Nondiscrimination-Harassment Policy (BP 5145.3)

Adopted by the CNCA Governing Board on June 13, 2017

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in CNCA's academic and other educational support programs, services, and activities. The Board prohibits, at any CNCA school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual or perceived race or ethnicity, color, ancestry, national origin, immigration status, nationality, ethnic group identification, age, religion,

marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression or the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The unlawful discrimination, harassment, intimidation, and bullying of any student applies to all acts related to school activity or school attendance within a school under the jurisdiction of the CEO of the Camino Nuevo Charter Academy. CNCA requires that school personnel take immediate steps to intervene when it is safe to do so and when he or she witnesses an act of discrimination, harassment, intimidation or bullying. For a copy of the full policy please visit www.caminonuevo.org in the “Board Policies” section or request a copy at the school’s main office.

Student Sexual Harassment (BP 5145.7)

Adopted by the CNCA Governing Board on June 13, 2017

The CNCA Board is committed to maintaining a school environment that is free from harassment. The Board prohibits sexual harassment of any student by another student, an employee or other person, at school or at a school-sponsored or school-related activity. The Board also prohibits retaliatory behavior or action against any person who complains, testifies, assists or otherwise participates in the complaint process established in accordance with this policy.

A student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action, including suspension and/or expulsion. The conduct must be based on sex and would be considered by a reasonable person of the same gender as the victim to be so severe or pervasive as to have a negative impact on the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. In imposing such discipline, the entire circumstances of the incident(s) shall be taken into account, including but are not limited to:

1. Age and maturity of the victim and the perpetrator. In evaluating the maturity of the victim and the perpetrator, their emotional, social and physical development shall be considered.
2. Severity of the harassing conduct.
3. Pervasiveness of the alleged harassing conduct (i.e., how many times the act(s) occurred, how many individuals were involved, etc.)
4. Prior complaints against the perpetrator.

The CEO or designee shall ensure that all CNCA students receive age-appropriate instruction and information on sexual harassment. For a copy of the full policy please visit www.caminonuevo.org in the “Board Policies” section or request a copy at the school’s main office.

Uniform Complaint Procedures (UCP) (BP 1312.3)

Adopted by the CNCA Governing Board on March 19, 2019

This document contains guidelines and instructions about how to file, investigate and resolve a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by Camino Nuevo Charter Academy (CNCA) of federal or state laws or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

If staff is made aware of unlawful discrimination they are required to take immediate steps to intervene when safe to do so or when he or she witnesses an act of discrimination, harassment, intimidation, or bullying.

What is a Uniform Complaint?

This document presents information about how CNCA processes UCP complaints concerning particular programs or activities for which we receive state or federal funding. A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or noncompliance with the requirements of our Local Control and Accountability Plan (LCAP). A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and noncompliance with laws relating to pupil fees or noncompliance with the requirements of our LCAP. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

CNCA will investigate all allegations of unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified in Education Code §200 and 220 and Government Code §11135, including any actual or perceived characteristics set forth in Penal Code §422.55, to include actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by CNCA, which is directly funded by, or that receives benefits from any state financial assistance. For a copy of the full policy please visit www.caminonuevo.org in the "Board Policies" section or request a copy at the school's main office.

Married / Parenting / Pregnant Students (BP 5146)

Adopted by the CNCA Governing Board on June 13, 2017

Married, pregnant and parenting students shall have the same educational opportunities as all students. For school-related purposes, married students under the age of 18 are emancipated minors and have all the rights and privileges of a student who is 18, even if the marriage has been dissolved.

The CNCA Board believes that pregnancy and parenting should not be a barrier to education or a reason for dropping out of school. Pregnancy and parenting increase the need to cope with adult responsibilities and to prepare for an economically self-sufficient future. CNCA does not deny any student any educational program or activity solely on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery therefrom and treats these in the same manner and under the same policies as any other temporary disability.

The instructional program for pregnant students shall be determined on a case by case basis appropriate to the student's individual needs. The student may continue attending school in the regular classroom setting, may attend a separate program established for pregnant students, or may pursue a home instruction, independent study or alternative education program. CNCA shall coordinate scheduling so that students may attend their regular classes for part of the day and specialized classes for the remainder. When selecting the program, the student shall be encouraged to consult with her spouse or parent/guardian, her physician, and appropriate CNCA medical and educational advisors. Pregnant/parenting students who voluntarily participate in alternate programs will receive educational programs, activities and courses equal to the regular program. For a copy of the full policy please visit www.caminonuevo.org in the "Board Policies" section or request a copy at the school's main office.

Extracurricular and Co-curricular Activities (BP 6145)

Adopted by the CNCA Governing Board on June 13, 2017

The CNCA Board recognizes that extracurricular and co-curricular activities enrich the educational and social development and experiences of students. CNCA shall encourage and support student participation in extra/co-curricular activities without compromising the integrity and purpose of the educational program. Extracurricular activities have all of the following characteristics:

1. The program is supervised or financed by CNCA.
2. Students participating in the program represent CNCA.
3. Students exercise some degree of freedom in either the selection, planning, or control of the program.
4. The program includes both preparation for performance and performance before an audience or spectators.

Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit, and do not take place during classroom time. Co-curricular activities are programs that may be associated with the curriculum in a regular classroom. For a copy of the full policy please visit www.caminonuevo.org in the “Board Policies” section or request a copy at the school’s main office.

Competitive Athletics (BP 6145.2)

Adopted by the CNCA Governing Board on September 12, 2017

The CNCA Board recognizes that athletic programs constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

The CNCA athletic programs shall be free from discrimination and discriminatory practices prohibited by state and federal law. Equipment, supplies, game and practice schedules, budgets, coaching travel allowances, facilities, publicity, support services and tutoring offered to teams are to be equivalent between male and female teams.

The CNCA Chief Executive Officer or designee shall ensure that equivalent athletic opportunities are provided for males and females be proportionate to their respective enrollments.

For a copy of the full policy please visit www.caminonuevo.org in the “Board Policies” section or request a copy at the school’s main office.

Student Organizations (BP 67145.5)

Adopted by the CNCA Governing Board on June 13, 2017

Student organizations have an important place in the educational program because, when properly organized and operated, they:

- Extend and reinforce the instructional program.
- Give students practice in democratic self-government.
- Build student morale and a spirit of positive support for the school.
- Honor outstanding student achievement.

- Provide wholesome social and recreational activities.

Student clubs may be recognized as authorized school organizations if they are organized at the school, sponsored by school personnel, composed completely of current student body members, hold the majority of their meetings at school and have a democratic plan for the selection of members. Organizational activities shall not conflict with the authority and responsibilities of school officials.

Clubs shall not be sponsored by any political organization. Membership must be open to all students. All student clubs will have equal access to facilities and a fair opportunity to meet.

All clubs are directly under the control of school authorities. Each club must be approved by the principal and a faculty advisor must attend each meeting or activity.

Off campus clubs or organizations not directly under the control of school authorities may not conduct activities on campus without the advance written approval of the CEO, or designee, nor may the name of the school be used without such permission.

For a copy of the full policy please visit www.caminonuevo.org in the “Board Policies” section or request a copy at the school’s main office.

Suicide Prevention Policy

BP 5141.52 adopted by the CNCA Governing Board on June 13, 2017 and revised on March 9, 2021

Protecting the health and well-being of all our students is of utmost importance to CNCA. Suicide is the second leading cause of death among 10-24 year-olds (behind accidents) in the United States (CDC 2016). This alarming statistic leads us to create and implement a policy to help staff feel more confident in intervening with a student they believe to be at risk. Studies have also shown that LGBT youth are up to four times more likely to attempt suicide than their non-LGBTQ peers.

Assembly Bill 2246 requires the governing board or body of a local educational agency, as defined, that serves pupils in grades 7 to 12, inclusive, to, before the beginning of the 2017–18 school year, adopt a policy on pupil suicide prevention, as specified, that specifically addresses the needs of high-risk groups.

Assembly Bill 1767: Effective July 1, 2020, this bill requires the governing board or body of a local educational agency that serves pupils in kindergarten and grades 1 to 6, inclusive, to adopt, and update as prescribed, a policy on pupil suicide prevention that specifically addresses the needs of high-risk groups. The bill requires this policy to be age appropriate and delivered and discussed in a manner that is sensitive to the needs of young pupils.

In response to these needs, the CNCA Board has adopted a suicide prevention policy which will help to protect all students through the following steps:

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. This will occur in all health classes and/or during I-connect, community circles, council sessions, etc.
2. Each school will designate a suicide prevention coordinator to serve as a point of contact for students in crisis and to refer students to appropriate resources.
3. When a student is identified as being at risk, they will be assessed by a school-employed mental health professional who will work with the student and help connect them to appropriate local resources.
4. Students will have access to national resources which they can contact for additional support, such as:
 - TeenLine: Teens helping teens 6 pm to 10 pm; Didi Hirsch Community Mental Health Center (310) 855-4673 or www.teenlineonline.org
 - The National Suicide Prevention Lifeline – 1.800.273.8255 (TALK) www.suicidepreventionlifeline.org
 - The Trevor Lifeline – 1.866.488.7386 www.thetrevorproject.org

All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or need help. Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis. For a more detailed review of this policy, please ask your Student & Family Services Coordinator for a copy of the full suicide prevention policy. A copy is also available on our website www.caminonuevo.org in the “Board Policies” section.

Response to Immigration Enforcement Policy

BP 5145.13 (a) adopted by the CNCA Governing Board on August 28, 2018

The Camino Nuevo Charter Academy Board of Directors is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

CNCA staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at CNCA schools, except as may be required by state and federal law. (Education Code 234.7)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in CNCA's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

The CEO or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

Consistent with the requirements of the California Office of the Attorney General, the CEO or designee shall develop procedures for addressing any requests by a law enforcement officer for access to CNCA records, school sites, or students for the purpose of immigration enforcement.

For a copy of the full policy please visit www.caminonuevo.org in the "Board Policies" section or request a copy at the school's main office.

Board Policy: Parental Involvement Policy

Reference: BP 6020 Board Approved: April 17, 2020

The Camino Nuevo Charter Academy (CNCA) Governing Board recognizes that parents/guardians are CNCA's most important partners in student learning. Students will find greater levels of academic success when their home and school share similar values about learning and forge a genuine partnership. CNCA seeks to move beyond parent involvement and actively engage families as partners. Graduates will experience greater levels of success in college and career when their most important advocates develop a positive relationship and work together in the best interest of the student.

Various opportunities for parent involvement and support are provided at CNCA. Parents are welcomed to volunteer at times that best work for them. Opportunities for their involvement and participation can take place in the morning, during the school day, after school, school events, on a daily, weekly, or monthly basis and in the areas they feel comfortable in. All parents are welcome and encouraged to be part of our school community and if language is a barrier, we provide the necessary supports to make sure everyone is included.

For a copy of the full policy as well as the Administrative Regulation please visit www.caminonuevo.org in the "Board Policies" section or request a copy at the school's main office.

Board Policy: Pupil Fees and Withholding Grades, Diploma or Transcripts

PUPIL FEES

Camino Nuevo Charter Academy (CNCA) is committed to ensuring that books, materials, equipment, supplies, and other resources necessary for students' participation in the educational program are made available to them.

No pupil shall be required to pay any fees, deposits or any charges for his or her participation in an educational activity which constitutes an integral fundamental part of CNCA's educational program including curricular and extracurricular activities. (Education Code 49011)

Whenever a pupil or parent/guardian believes that an impermissible fee, deposit, or other charge is being required of the pupil for his/her participation in an educational activity, the pupil or his/her parent/guardian may file a complaint using CNCA's Board Policy 1312.3 Uniform Complaint Procedures. (Education Code 49013)

Parents/guardians may be charged for the repair or replacement cost for CNCA books, supplies, or equipment loaned to a pupil that the student failed to return upon demand or that is willfully cut, defaced or otherwise injured, up to an amount not to exceed \$10,000. (Education Code 48904)

When a minor pupil willfully cuts, defaces, or otherwise injures real or personal property of CNCA or does not return CNCA property that has been loaned to him/her, CNCA shall provide written notice to the parent/guardian of the student's alleged misconduct and the damages that may be due. The notice shall state that CNCA may withhold the grades, diploma, and transcripts of the pupil responsible for the damage until the damages are paid in accordance with this Board Policy.

WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS

Any withholding of pupil grades, diploma, or transcripts due to a parent/guardian's failure to pay damages for the repair or replacement of CNCA property must be conducted in accordance with Education Code section 48904:

If the damages are not paid to CNCA following written notice to the parent/guardian, CNCA shall afford the pupil his or her due process rights prior to withholding the student’s grades, diploma or transcripts. The pupil’s due process rights must be consistent with CNCA’s expulsion procedures.

If the student and parent/guardian are unable to pay for the damages or return the property, CNCA shall provide a program of voluntary work for the student to do. When the voluntary work is completed, the student’s grades, diploma, or transcripts shall be released.

ATTACHMENTS

School Calendars

Early Childhood Education Campus Calendar

2021-2022 ECE Calendar
Last updated: 3/18/2021

July 2021	August 2021	September 2021	October 2021
Su Mo Tu We Th Fr Sa 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 SD SD SD SD SD 21 22 X X X X M 28 29 X X	Su Mo Tu We Th Fr Sa 5 H X X X M 11 12 X X X X M 18 19 X X X X M 25 26 X X X X	Su Mo Tu We Th Fr Sa 3 X X X X M 9 10 H X X X M 16 17 X X X X M 23 24 X X X X M 30 31
November 2021	December 2021	January 2022	February 2022
Su Mo Tu We Th Fr Sa X X X X M 6 7 X X X H M 13 14 X X X X M 20 21 PTF PTF PTF H H 27 28 X X	Su Mo Tu We Th Fr Sa 5 X X X X M 11 12 X X X X M 18 19 PTF PTF PTF H 25 26 H H H H H	Su Mo Tu We Th Fr Sa 2 PTF PTF SD SD M 8 9 X X X X M 15 16 H X X X M 22 23 X X X X M 29 30 X	Su Mo Tu We Th Fr Sa 6 X X X X M 12 13 X X X X M 19 20 H X X X M 26 27 X
March 2022	April 2022	May 2022	June 2022
Su Mo Tu We Th Fr Sa X X X X M 5 6 X X X X SD 12 13 X X X X M 19 20 X X X X M 26 27 X X X X	Su Mo Tu We Th Fr Sa 3 H H H H H 9 10 X X X X M 16 17 X X X X M 23 24 X X X X M 30	Su Mo Tu We Th Fr Sa 1 X X X X M 7 8 X X X X M 14 15 X X X X M 21 22 X X X X M 28 29 H X	Su Mo Tu We Th Fr Sa 5 X X X X M 11 12 SD SD 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

X	Regular Instructional Day
M	Minimum Day
SD	Staff Development (In-service, pupil free day)
H	Holiday
PTF	Pupil/Teacher Free Day (All 11- and 12-month school leader and HSO staff work this day)

Holidays:	
7/4-5/2021	4th of July Observed
9/6/2021	Labor Day
10/11/2021	Indigenous Peoples' Day
11/11/2021	Veteran's Day
11/25-26/2021	Thanksgiving Break
12/21-1/8/2021	Winter Break
1/1/2022	New Year's Day
1/17/2022	Martin Luther King Jr. Day
2/21/2022	Presidents Day
4/4-8/2022	Spring Break
5/30/2022	Memorial Day

Other:	
8/23/2021	First Day of School
6/10/2022	Last Day of School
3/11/2022	Success Conference

K-12 Calendar

2021-2022 TK-12th School Calendar

BOD approved 3/9/2021

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	NT	NT	NT	NT	NT	24
25	26	27	28	BD	BD	31

Su	Mo	Tu	We	Th	Fr	Sa
1	SD	SD	SD	SD	SD	7
8	X	X	X	X	5	14
15	X	X	X	X	5	21
22	X	X	X	X	5	28
29	X	X				

Su	Mo	Tu	We	Th	Fr	Sa
			X	X	5	4
5	H	X	X	X	5	11
12	X	X	X	X	5	18
19	X	X	X	X	5	25
26	X	X	X			

Su	Mo	Tu	We	Th	Fr	Sa
					5	2
3	X	X	X	X	5	9
10	H	X	X	X	5	16
17	X	X	X	X	5	23
24	SD	SD	M	M	5	30
31						

Su	Mo	Tu	We	Th	Fr	Sa
	X	X	X	X	5	6
7	X	X	X	H	5	13
14	X	X	X	X	5	20
21	PTF	PTF	PTF	H	H	27
28	X	X				

Su	Mo	Tu	We	Th	Fr	Sa
			X	X	5	4
5	X	X	X	X	5	11
12	X	X	X	X	5	18
19	PTF	PTF	PTF	H	H	25
26	H	H	H	H	H	

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	PTF	PTF	SD	SD	SD	8
9	X	X	X	X	5	15
16	H	X	M	M	5	22
23	X	X	X	X	5	29
30	X					

Su	Mo	Tu	We	Th	Fr	Sa
		X	X	X	5	5
6	X	X	X	X	5	12
13	X	X	X	X	5	19
20	H	X	X	X	5	26
27	X					

Su	Mo	Tu	We	Th	Fr	Sa
6	X	X	X	X	SD	12
13	X	X	X	X	5	19
20	X	X	X	X	5	26
27	X	X	X	X		

Su	Mo	Tu	We	Th	Fr	Sa
						2
3	H	H	H	H	H	9
10	SD	SD	X	X	5	16
17	X	X	M	M	5	23
24	X	X	X	X	5	30

Su	Mo	Tu	We	Th	Fr	Sa
1	X	X	X	X	5	7
8	X	X	X	X	5	14
15	X	X	X	X	5	21
22	X	X	X	X	5	28
29	H	X				

Su	Mo	Tu	We	Th	Fr	Sa
5	X	X	X	X	5	11
12	X	X	SD	SD	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

X	Regular Instructional Day
M	Minimum Day
S	Shortened Days
H	Holiday
HT	New Teacher
SD	Staff Development (in-service, pupil free day)
BD	Back day
PTF	Pupil/Teacher Free Day (All 11- and 12-month school leader and HS staff work this day)

Holidays:

7/4-5/2021	4th of July Observed
9/6/2021	Labor Day
10/11/2021	Indigenous Peoples' Day
11/11/2021	Veteran's Day
11/25-26/2021	Thanksgiving Break
12/20-1/7/2021	Winter Break
1/1/2022	New Year's Day
1/17/2022	Martin Luther King, Jr. Day
2/21/2022	Presidents Day
4/4-8/2022	Spring Break
5/30/2022	Memorial Day

Other:

8/9/2021	First Day of School
6/14/2022	Last Day of School
3/11/2022	Success Conference
10/27-28/2021	Parent/Teacher Conferences
1/19-20/2022	Parent/Teacher Conferences
4/20-21/2022	Parent/Teacher Conferences

Q1: 8/9/21-10/8/2021 Q2: 10/11/2021-12/17/2021 Q3: 1/8/2022-4/1/2022 Q4: 4/11/2022-6/14/2022

Non-discrimination Statement

Camino Nuevo Charter Academy (CNCA) prohibits discrimination, harassment, intimidation and bullying in educational programs, activities, or employment on the basis of actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, parental, pregnancy, family or marital status, military status, immigration status, or association with a person or a group with one or more of these actual or perceived characteristics.

Camino Nuevo Charter Academy requires that school personnel take immediate steps to intervene when safe to do so when he or she witnesses an act of discrimination, harassment, intimidation, or bullying.

Questions or complaints of alleged discrimination, harassment, intimidation and bullying, equity or Title IX equity and compliance concerns should be directed to: Margarita Domingo, Vice President of Human Resources, 3435 W Temple St. Los Angeles, CA 90026 Phone: (213) 417-3410

USDA Non-discriminatory Statement

Last Published: 11/19/2015

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider, employer, and lender.

CNCA Formal Complaint Form

Date/Fecha: _____ Site/Plantel: _____

From/De Parte de: _____

(parent or legal guardian name/nombre de padre/madre/encargado)

Student name(s)/Nombre del Estudiante/s: _____

Grade/Grado: _____

Telephone/Teléfono: _____

Please check the box that appropriately refers to your complaint:

Por favor marque la naturaleza de su queja:

Special Education Program
Programa de Educación Especial

Early Child Development Program
Programa de Educación Temprana

Volunteer/Parent Program
Programa de Voluntarios/Padres

Instruction/Classroom Issue
Situación en el salón de clase/instrucción

Administration Issue
Asunto Administrativo

After School Program
Programa de Después de la Escuela

Other/Otro asunto: _____

Briefly describe your concern (include date, times, places, type of complaint, and if there were any witnesses) /Describa brevemente su preocupación (incluya fechas, hora, lugar, tipo de queja, y si hubo testigos):

Signature/Firma _____ Date/Fecha _____

FAMILY/STUDENT ACKNOWLEDGEMENT FORM

Dear Parent/Guardian:

Education Code 48980 states that School Boards are required by law to notify parents/guardians of their rights to services and programs offered by their district school/schools. Parents/Guardians must sign a notification form and return it to their student’s schools acknowledging that they have been informed of their rights.

Please read the Family Handbook and return the signed form below to your school or sign electronically through Parent Square. Your signature does not constitute consent to take part in any particular program.

----- Tear-Off Below Line -----

Camino Nuevo Charter Academy

RECEIPT OF ANNUAL NOTIFICATION OF PARENT/GUARDIAN-STUDENT HANDBOOK 2021-2021 STUDENT & FAMILY HANDBOOK

I acknowledge, with my signature below, the receipt of the required annual notification of parent/guardian/student rights on behalf of my student(s).

STUDENT’S NAME(s): Please PRINT the name, birth date and grade of your student.

_____	_____	_____
Last Name/First Name	Birthdate	Grade
_____	_____	_____
Last Name/First Name	Birthdate	Grade
_____	_____	_____
Last Name/First Name	Birthdate	Grade

Signature of Parent/Guardian: _____

Signature of Student (Grades 9-12): _____

Signature of Student (Grades 9-12): _____

Signature of Student (Grades 9-12): _____

Cover Sheet

2021-22 NSLP Meal Vendor

Section: IV. Consent Agenda
Item: E. 2021-22 NSLP Meal Vendor
Purpose:
Submitted by: Esperanza Bacilio
Related Material: CNCA FSMC Contract 2021-2022 - Fully Executed.pdf

BACKGROUND:

The CDE has approved CNCA to contract with Better 4 You Meals for meal services for the 2021-2022 school year.

RECOMMENDATION:

Approve



Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

Camino Nuevo Charter Academy
FOOD SERVICE PROGRAM

July 1, 2021 – June 30, 2022

3435 W. Temple St., Los Angeles, CA 90026

P: 213-417-3400

F: 323-663-3132



Model Fixed-Price Contract

Table of Contents

CONTRACT SUMMARY..... 2

MODEL FIXED-PRICE CONTRACT 3

I. Introduction..... 3

II. General Terms and Conditions 3

III. Relationship of the Parties 10

IV. Food Service Program 10

V. Buy American Requirements..... 12

VI. U.S. Department of Agriculture Foods..... 13

VII. Meal Responsibilities 15

VIII. Food Service Management Company Employees 15

IX. Books and Records..... 17

X. Monitoring and Compliance..... 17

XI. Equipment, Facilities, Inventory, and Storage 18

XII. Certifications..... 19



XIII. Insurance 19

XIV. Termination 20

SCOPE OF WORK..... 22

SCHEDULE OF FEES 27

Contract Summary

FOOD SERVICES CONTRACT		CONTRACT NUMBER CNCA2122FSMC	
		REGISTRATION NUMBER	
1	This contract is entered into between the school food authority and the food service management company named below:		
	SCHOOL FOOD AUTHORITY NAME Camino Nuevo Charter Academy		
	FOOD SERVICE MANAGEMENT COMPANY NAME Bettr 4 You Meals		
2	The term of this Contract is for one year, commencing on	July 1, 2021	and ending on June 30, 2022
3	The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served		\$1,706,232.00
4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.		
	Request for Proposal Released	Enter page(s)	
	Contractor Proposal Received	Enter page(s)	
	Attached Terms and Conditions	Enter page(s)	
	Exhibit A: Scope of Work	Enter page(s)	
	Exhibit B: Schedule of Fees	Enter page(s)	
IN WITNESS WHEREOF, the parties hereto have executed this Contract.			
FOOD SERVICE MANAGEMENT COMPANY			<i>California Department of Education Use Only</i>
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)			
Better 4 You Breakfast Inc, DBA Better 4 You Meals			
BY (Authorized Signature)		DATE SIGNED (do not type)	
 Steven A. Holguin (Jun 10, 2021 16:03 PDT)		Jun 10, 2021	
PRINTED NAME AND TITLE OF PERSON SIGNING			
Steven Holguin, Vice President of Sales			
ADDRESS			
5743 Smithway St., Commerce, CA 90040			
SCHOOL FOOD AUTHORITY			
NAME of SFA			
Camino Nuevo Charter Academy			
BY (Authorized Signature)		DATE SIGNED (do not type)	
 Adriana Abich (Jun 10, 2021 15:17 PDT)		Jun 10, 2021	
PRINTED NAME AND TITLE OF PERSON SIGNING			<input type="checkbox"/> Exempt per:
Adriana Abich, Chief Executive Officer			

Model Fixed-Price Contract

I. Introduction

The **Camino Nuevo Charter Academy**, hereinafter referred to as the school food authority (SFA), enters into this Contract with **Better 4 You Meals**, hereinafter referred to as the FSMC to provide food service management assistance for the SFA's food service program, hereinafter referred to as "Services." **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on **July 1, 2021**, and continue through **June 30, 2022**. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7. Code of Federal Regulations (7 CFR), Section 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Esperanza Bacilio		Name: Steven Holguin	
Title: Director of Operations		Title: Vice President of Sales	
Phone: (213) 417-3467	Cell Phone: (323) 326-3228	Phone: (323) 838-5555	Cell Phone: (310) 678-5958
Fax: (323) 663-3132	E-mail: Esperanza.bacilio@Pueblonuevo.org	Fax:	E-mail: sholguin@better4youmeals.com

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

SFA	FSMC
Name: Esperanza Bacilio	Name: Steven Holguin
Title: Director of Operations	Title: Vice President of Sales
Address: 3435 W. Temple St., Los Angeles, CA 90026	Address: 5743 Smithway St., Commerce, CA 90040

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, and Special Milk Programs, set forth in 7 *CFR*, parts 210, 215, and 220, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (Title 2, Code of Federal Regulations (2 *CFR*), Section 200.406[a]).

2. Payment Terms

The FSMC shall submit **monthly** invoices by **the 5th** of the following month that reflect all activity for the previous **calendar month**. The FSMC must submit detailed cost documentation **monthly** to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC, and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within **30 business** days of the invoice date. The SFA will pay invoices received by its accounting department by **the 15th**, if the invoices pass the SFA's audit. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

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

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

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [CPI regional index](#): Los Angeles(CPI)]. The January CPI value will be used as a representation of the change in CPI Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. Of note, the CPI fee increases should be applied to individual or unit costs.

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

E. Availability of Funds

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

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 *CFR*, Section 210.19[a][5]).

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Section 210.19[a][5]).

I. Substantive Changes to Contract

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

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

K. Written Commitments

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

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

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of

their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work for federal purposes (7 CFR, Section 200.315[b]).

M. Severability

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

N. Counterparts

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

O. Silence/Absence/Omission

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

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

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

Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance
- Continued nonperformance will result in termination of this contract
- FSMC may be prohibited from bidding on future contracts with the SFA
- If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

R. Breach of Contract

For the breach of the Contract and associated benefits:

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

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 CFR, Section 200.441).

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics or pandemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 *CFR*, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 *CFR*, Section 210.23[b]).

V. Compliance with the Law

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

The FSMC shall comply with all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California *Education Code (EC)*, and California laws and regulations, where applicable.

W. Choice of Law

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

X. Advice of Counsel

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

Y. Relationship of the Parties

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

IV. Food Service Program

A. Food Service Management Company Responsibilities

- 1. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event (*7 CFR*, Section 210.21[e]).
- 2. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract (*7 CFR*, Section 210.16[c][2]).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-price, and paid lunches respectively, served for each day of operation (7 *CFR*, Section 210.8[a][1]).
4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR*, Section 210.10[m]).
5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR*, Section 210.16[a][5]).
6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR*, Section 210.21).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster (*EC* Section 49558).

8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk (7 *CFR*, Section 245.6).
9. If the SFA uses direct certification of eligibility, the SFA shall be responsible for obtaining the direct certification list at least three times annually.
10. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and shall disclose the eligibility status of individual students or confidential information provided on the application for free or reduced-price meals to the FSMC, to the extent that such information is necessary for the FSMC to fulfill its obligations under this Contract. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).
11. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility (7 *CFR*, Section 245.7).
12. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations (7 *CFR*, sections 245.6 and 245.6[a]).
13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning (7 *CFR*, Section 210.16[a][8]).
14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met **by the FSMC preparing or serving meals on-site** at an SFA facility (7 *CFR*, Section 210.16[a][7]).

V. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The FSMC must submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo [SP 38-2017](#)).
2. The FSMC must notify the SFA in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written

notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - b) Why competitive bids reveal the cost of the domestic product is significantly higher 15% than the nondomestic product
3. The FSMC will provide certification of domestic origin for products which do not have country of origin labels

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on site administrative review and an off site procurement review.
2. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the FSMC has received prior approval from the SFA for nondomestic agricultural commodity or product.
3. The SFA must ensure FSMC compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring FSMCs to certify the domestic percentage of the agricultural food component of products.

VI. U.S. Department of Agriculture Foods

C. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program (7 *CFR*, Section 210.16[a][6]).

2. In accordance with 7 CFR, Section 250.53, the FSMC shall comply with the following provisions relating to the use of donated foods, as applicable:
 - a) The FSMC must credit the SFA for the value of all donated foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the donated foods value of processed end products to the SFA (7 CFR, Section 250.51[a]).
 - b) The FSMC shall account for the full value of donated foods (7 CFR, Section 250.51) by:
 - i) Subtracting the value of all donated foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the Average Price File for the school year in which the donated foods are received by the SFA. This listing is available from the USDA Food Distribution web page at <http://www.fns.usda.gov/fdd/processor-pricing-reports>.
3. The FSMC will be responsible for any activities relating to donated foods in accordance with 7 CFR, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 CFR, Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.
5. The FSMC must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 CFR, Section 250.51[d]).
6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of donated foods contained in end products (7 CFR, Section 250.53[a][7]).
7. The method and frequency of crediting donated foods will be in accordance with 7 CFR, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties.

8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250 (7 *CFR*, Section 250.53[a][8]).
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for donated foods (7 *CFR*, Section 250.53[a][9]).
10. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 7 *CFR*, Section 250.54(b).

D. School Food Authority Responsibilities

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

VII. Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals to all eligible children through the SFA's food service program.
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

VIII. Food Service Management Company Employees

- A.** The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be

viewed at the following web page: [School Nutrition Program Professional Standards.](#)

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the trainings completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

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

- B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s).
- C.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA 3 calendar weeks prior to the commencement of operation.
- D.** The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E.** The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- F.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

- A.** The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
- B.** The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR*, Section 210.9[b][17]).
- C.** The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D.** The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents (2 *CFR*, Section 200.336[a]).
- E.** The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for management and use of donated foods (7 *CFR*, Section 250.53[a][10]).

X. Monitoring and Compliance

- A.** The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.

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

XI. Equipment, Facilities, Inventory, and Storage

- A.** The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.
- B.** The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
- D.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

- A.** The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.
- C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of \$150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended (Appendix II to 2 *CFR*, Part 200).

- D.** Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II).

- E.** Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Section 418) must accompany the contract.

XIII. Insurance

The parties shall maintain the following insurances:

- A.** Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars

(\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$1,000,000 personal & advertising injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

Camino Nuevo Charter Academy, Pueblo Nuevo Education and Development Group, and Grupo Nuevo Los Angeles must be named as Additional Insured.

The vendor will also need to confirm that coverage is primary/noncontributory and provide a waiver of subrogation.

The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

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

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within

10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Scope of Work

1. Overview of Camino Nuevo Charter Academy Food Service Program

- A. Scale. The SFA employs 9 persons who provide food service to approximately 3500 children at 7 sites, including 5 schools and 7 feeding sites. The SFA prepares approximately 0 meals annually.
- B. Financial Goals. The SFA expects to have a financially sustainable food program with zero to minimal fiscal encroachment on the SFA's general revenue. The SFA expects the FSMC to regularly update the SFA on any ordering, service, or delivery trends or discrepancies that would impact the overall fiscal sustainability of the program. SFA expects FSMC to maintain a price point either below the federal reimbursement rate, or no more than \$.10 above the federal reimbursement rate. FSMC shall incorporate the use of USDA Commodity Foods as much as possible in order to provide SFA with a financially viable product.
- C. Management Goals.
- FSMC will prepare meals that meet the food standards described below
 - FSMC will prepare and deliver individually sealed, complete meal items to SFA designated school locations.
 - SFA will provide staff to operate POS
- D. Food Service Office and Staff. The food service office is located at 3435 W. Temple St., Los Angeles, CA 90026. The number of food service staff is 2.
- E. National School Lunch Program and School Breakfast Program.

Participation:

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION	FULL PAY*	FREE*	REDUCED*
National School Lunch (NSLP)	TK-12	3318	2400	356	2805	137
School Breakfast Program (SBP)	TK-12	3318	800	356	2805	137
NSLP Afterschool Meal Supplements (AMS) (Snacks)	TK-12	3318	350	356	2805	137
Seamless Summer Feeding Option (SSFO)	TK-12	3318	varies	356	2805	137

2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will provide the following:

- FSMC will prepare meals that meet the food standards described
- FSMC will prepare and deliver individually sealed, complete meal items to SFA designated school locations.
- FSMC will provide servers to serve meals at school locations
- SFA will provide staff to operate POS

General description of goals and objectives: The SFA expects to have a financially sustainable food program with zero to minimal fiscal encroachment on the SFA's general revenue. The SFA expects the FSMC to regularly update the SFA on any ordering, service, or delivery trends or discrepancies that would impact the overall fiscal sustainability of the program. SFA expects FSMC to maintain a price point either below the federal reimbursement rate, or no more than \$.10 above the federal reimbursement rate. FSMC shall incorporate the use of USDA Commodity Foods as much as possible in order to provide SFA with a financially viable product.

In addition, the FSMC will employ qualified professionals to oversee FSMC operations and liaise with the SFA's food service director and site staff.

Responsibilities of the FSMC shall include:

A. Purchasing of Supplies for the Food Service Program

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

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

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

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

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

B. Contracting With Small, and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

The FSMC shall comply with 2 *CFR*, Section 200.321 (as applicable).

C. Buy American

The SFA participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51 percent or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 *CFR*, sections 210.21(d) and 220.16(d). The FSMC must:

1. **Submit certification statements for all processed agricultural products.** The FSMC must provide written documentation to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. **Request SFA approval prior to delivering a nondomestic agricultural commodity or product.** If the FSMC cannot comply with #1 above, the FSMC must notify the SFA in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product
 - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions
 - c) A list of alternative domestic substitutes for the SFA to consider for delivery instead of the nondomestic agricultural product

D. Facility or Site Operations

The FSMC shall recommend:

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

E. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval (7 *CFR*, sections 210.10, 210.16[b][1] and 220.8, if applicable).

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

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

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

F. Quality Control

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

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

G. Staff

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

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

H. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

I. Education

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

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

J. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the 5th of each month (7 *CFR*, 210.16[c][1]).

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

Exhibit B**Schedule of Fees**

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 CFR, Part 200.

All costs are based on the average daily participation of 2400 students in the district and 184 number of school days.

Cost per Meal

Note: Prices must **not** include values for donated foods, and must include all meal programs.

Line Item	Units Per Day	Units Per Year	Meal Rate*	Estimated Annual Total
Breakfast	800	147,200	\$1.85	\$272,320.00
Lunch	2,400	441,600	\$2.90	\$1,280,640.00
Snacks	350	64,400	\$.90	\$57,960.00
Estimated Meal Only Total				\$1,610,920.00
Daily Server Rate Estimate: (1 per site, 4 hrs p/d, 7 sites) – Not required as part of the bid or contract	28 Hours	5,152	\$18.50	\$95,312.00
Estimated Total including Server Support				\$1,706,232.00

*Units to be provided by SFA









CNCA FSMC Contract 2021-2022

Final Audit Report

2021-06-10

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Cover Sheet

Title I Parent Involvement Policy and Compact

Section: IV. Consent Agenda
Item: F. Title I Parent Involvement Policy and Compact
Purpose:
Submitted by: Zulma Suro
Related Material:

Title I_Parent Involvement Policy_BURLINGTON_2021_2022.pdf
Title I_Parent Involvement Policy_KAYNE SIART_2021-2022.pdf
Title I_Parent Involvement Policy_CAS_EIS_2021_2022.pdf
Title I_Parent Involvement Policy_CISNEROS 2021-2022.pdf
Title I_Parent Involvement Policy_DALZELL LANCE_2021_2022.pdf

BACKGROUND:

Each school that receives funds under Title I develops jointly with, agree on with, and distribute to, parents and family members of participating children a written parent and family engagement policy. The policy establishes the school's expectations and objectives for meaningful parent and family involvement. As a component of the school-level parent and family engagement policy developed, each school develops a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. This policy is made available to the local community and updated periodically to meet the changing needs of parents and the school.

RECOMMENDATION:

Approve



Title I School-Level Parental Involvement Policy Camino Nuevo Charter Academy, Burlington Campus

Camino Nuevo Charter Academy, Burlington Campus has developed a written Title I parental involvement policy with input from Title I parents. In partnership with the School Site Councils, Camino Nuevo Charter Academy developed the policy; each year, CNCA uses parent survey data to inform any revisions to the policy that may be necessary. It has distributed the policy to parents of Title I students. The policy is distributed at the beginning of the school year to each family and is available online via the CNCA website. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents in the Title I Program

To involve parents in the Title I program at *Camino Nuevo Charter Academy, Burlington Campus*, the following practices have been established:

- The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
At the beginning of each school year, the school holds a parent orientation meeting where the principal reviews programmatic and involvement opportunities for the year.
- The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
Parent meetings are scheduled mornings and afternoons to accommodate schedules and maximize attendance.
- The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review*, and improvement of the school's Title I programs and the Title I parental involvement policy.**
During our Site Based Council meetings, the Principal requests feedback from parents and teachers about which programs and services they value most; and which area would they like to see emphasized in the school's funding plan.
- The school provides parents of Title I students with timely information about Title I programs.
Parents receive timely information via ParentSquare post, monthly parent meetings, and other special meetings that may be scheduled.
- The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
Every quarter during Coffee with the Principal parents are informed about the curriculum, annual required and internal assessments, ways to interpret results, and tools for parents to support the academic progress of their children.
- If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.



The School Site Council meets each month and provides parents the opportunity to participate in decision-making, raise concerns they may have, or request a private meeting with the school leader.

**It may be helpful to include the parental involvement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and the school. If the school has a process in place for involving parents in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents of Title I children. [20 USC 6318 Section 1118(c)(3)]*

School-Parent Compact

Camino Nuevo Charter Academy, Burlington Campus distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The school's responsibility to provide high-quality curriculum and instruction
- The ways parents will be responsible for supporting their children's learning
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities

[Briefly describe how the school developed the policy with Title I parent input and how the school distributes the policy to Title I parents. Attach a copy of the compact to this policy.]

The School-Parent Compact was developed with input from teachers and parents about the best possible ways to support families and increase student achievement. Every year, this compact is distributed and explained to families during enrollment time. It is also reviewed with families during the beginning of year orientations.

Building Capacity for Involvement

Camino Nuevo Charter Academy, Burlington Campus engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices.

- The school provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
Beside student-led parent conferences, CNCA has developed several parent workshops that explain academic language, state assessments, and how to interpret testing results as well as clearly clarifying how the transition to common core standards looks like. These workshops are repeated throughout the year to assure understanding and answer questions.



- The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement.

Parent workshops include hands-on and other interactive activities to provide parents with the opportunity to practice the new acquired skills. At some parent workshop series homework is given to families so they can practice at home and share their experiences on the next session.

- With the assistance of Title I parents, the school educates staff members about the value of parent contributions, and in how to work with parents as equal partners.
During team meetings with staff members, as well as professional learning days for teachers at the beginning of the school year, sessions are scheduled to educate them about the importance of partnering with families.
- The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
Our campus has a full-time Family Coordinator who works closely with families to identify needs and link them with resources. Our Family Coordinator also coordinates opportunities for parents to get involved in the school community as well as events and workshops to build the capacity of our families, empowering them and encouraging them to become advocates for their child's education.
- The school distributes Information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
All communication with families is bilingual and written in a culturally sensitive manner. Flyers, Parent Square posts, posters and robo-calls are easy to read/listen and understand. Translators are readily available during parent meetings including conferences and workshops to assure understanding and maximize communication.
- The school provides support for parental involvement activities requested by Title I parents.
Our Family Coordinator gathers feedback and information from School Site Council parent leaders to plan school activities. The Family Coordinator works closely with parents to create successful events where parents are asked to be involved and support one another. Events are carefully monitored by our Family Coordinator and adjustments are made accordingly.

Accessibility

Camino Nuevo Charter Academy, Burlington Campus provides opportunities for the participation of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand.

Parents are encouraged to get involved in the school community and in the academic life of their children at different levels. We understand that each family has different needs and that their level of involvement is going to vary. For this reason, our school offers a wide range of volunteer opportunities where families can choose the most convenient way to participate and get involved in the school community. Another way to reach out to families who find it challenging to come to school is through



home visits. Home visits are encouraged as a tool to establish a connection with families and offer support when coming to school becomes difficult.



Camino
Nuevo
Charter
Academy

Title I School-Level Parental Involvement Policy Camino Nuevo Charter Academy #3 (Castellanos/Eisner)

Camino Nuevo Charter Academy #3 has developed a written Title I parental involvement policy with input from Title I parents. This policy was developed through consultation with the Site-Based Council. It has distributed the policy to parents of Title I students at the beginning of the school year. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents in the Title I Program

To involve parents in the Title I program at Camino Nuevo Charter Academy #3 the following practices have been established:

- The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
At the beginning of each school year, the school holds a parent orientation meeting where the principal reviews programmatic and involvement opportunities for the year.
- The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
Parent meetings are scheduled mornings and afternoons to accommodate schedules and maximize attendance.
- The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review*, and improvement of the school's Title I programs and the Title I parental involvement policy.**
During our Site Based Council meetings, the Principal requests feedback from parents and teachers about which programs and services they value most; and which area would they like to see emphasized in the school's funding plan. Title I parents who are members of the ELAC (English Language Advisory Committee) are also part of the monitoring and revising process of the LCAP through recommendations at the end of the school year in support of EL students and curriculum.
- The school provides parents of Title I students with timely information about Title I programs.
Parents receive weekly media post, via Parent Square, that notify them of changes, school-wide events, workshops, and upcoming parent meetings. As well, parents receive information through the Site-Based Council and the monthly Coffee with the Leadership.
- The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
This information is shared during Back to School Night held during the first month of every new school year. Parents are invited to meet directly with teachers in the classrooms to learn about assessments, curriculum, and expectations. Throughout the school year, Title I parents are invited to attend academic workshops (Math, Reading, etc.) to build their capacity to support their child's learning at home.
- If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.



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Title I parents have such opportunity through our Site-Based Council. The Council meets each month and provides parents the opportunity to participate in decision-making, raise concerns they may have, or request a private meeting with the school leader.

**It may be helpful to include the parental involvement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and the school. If the school has a process in place for involving parents in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents of Title I children. [20 USC 6318 Section 1118(c)(3)]*

School-Parent Compact

Camino Nuevo Charter Academy #3 distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The school's responsibility to provide high-quality curriculum and instruction
- The ways parents will be responsible for supporting their children's learning
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities

[Briefly describe how the school developed the policy with the Title 1 parent input and how the school distributes the policy to Title 1 parents. Attach a copy of the compact to this policy.]

The School-Parent Compact was developed with input from teachers and parents about the best possible ways to support families and increase student achievement. Every year, this compact is distributed and explained to families during enrollment time.

Building Capacity for Involvement

Camino Nuevo Charter Academy #3 engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices.

- The school provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the achievement of their children.
Camino Nuevo Charter Academy #3 has developed several parent workshops that explain state assessments and how to interpret testing results. Workshops are repeated on a yearly basis to assure understanding and answer questions along with grade level family orientations.



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Charter
Academy

- The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement.

Camino Nuevo Charter Academy #3 provides parents with workshops that support parents in helping their children achieve academic success. During our “Abriendo Puertas” parent workshop series, parents get homework so they can practice at home and share their experiences in the next session. During “Cottage Thursdays”, Title I parents complete activities that provide them with basic knowledge to support their child’s learning at home. In addition, Title I parents who participate in the annual parent book club get a free book and are encouraged to model reading at home.

- With the assistance of Title I parents, the school educates staff members about the value of parent contributions, and in how to work with parents as equal partners.
Families as Partners is an integral part of the CNCA mission. All new staff receive training as part of their new employee induction training when they begin employment at Camino Nuevo. Teachers also have direct access to parents via Parent Square in order to increase teacher-parent communication. All teachers are set-up with their own account and receive training on an on-going basis.
- The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
Camino Nuevo Charter Academy #3 has a full-time Family Coordinator and a Family Assistant who works closely with families to identify needs and link them with resources. Our Family Coordinator/Assistant coordinate opportunities for parents to get involved in the school community as well as events and workshops to build the capacity of our families, empowering them and encouraging them to become advocates for their child’s education.
- The school distributes information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
Camino Nuevo Charter Academy #3 holds all meetings bilingually. All communication with families is bilingual and written in a culturally sensitive manner. The school distributes a weekly media post via Parent Square, in both English and Spanish. The parent center is open to all families who need assistance in translating homework from English to Spanish or Spanish English so that the parent can support their child at home. Teachers are also available to assist families with this task.
- The school provides support for parental involvement activities requested by Title I parents.
Camino Nuevo Charter Academy #3 has a full time Family Coordinator and a Family Assistant who review the results from the annual parent survey, SBC meetings and Title I annual meetings to adjust the program accordingly. They work closely with Title I parents to create successful activities where parents are asked to be involved and support one another.

Accessibility

Camino Nuevo Charter Academy #3 provides opportunities for the participation of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand.



All documents are available in English and Spanish. Most staff are bilingual, but if needed there are translators available such as front office staff, campus aides, family services assistants/ coordinators. This is most often the case during IEP meetings and parent-teacher conferences. If there are issues of literacy, our Family Services Coordinator/Assistant is available to assist with the reading and understanding of documents.



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Title I School-Level Parental Involvement Policy Camino Nuevo Charter Academy- Sandra Cisneros Campus

Camino Nuevo Charter Academy- Sandra Cisneros Campus has developed a written Title I parental involvement policy with input from Title I parents through engagement with the School Based Council and the use of data gathered from the annual CNCA Family Survey. It has distributed the policy to parents of Title I students. *The policy is distributed to parents at the beginning of the academic year via parent square and it is available online via the Camino Nuevo website.* The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents in the Title I Program

To involve parents in the Title I program at *Camino Nuevo Charter Academy- Sandra Cisneros Campus*, the following practices have been established:

- The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
At the beginning of each school year, the school holds parent orientation meetings where the Principal and Leadership Team reviews programmatic and involvement opportunities for the year and continues to provide updates as needed to parents on a monthly basis.
- The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
Parent meetings are scheduled mornings and afternoons to accommodate schedules and maximize attendance when in person and have extended evening hours during Distance Learning.
- The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review*, and improvement of the school's Title I programs and the Title I parental involvement policy. **
During the April and May School Based Council meetings, the Principal requests feedback from parents and teachers about which programs and services they value most; and which area would they like to see emphasized in the school's funding plan.
- The school provides parents of Title I students with timely information about Title I programs.
Parents receive timely information via a weekly newsletter, monthly parent meetings, and other special meetings that may be scheduled.
- The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
Parent workshops are offered throughout the year to explain the curriculum, annual required and internal assessments, ways to interpret results, and tools and strategies for parents to support the academic progress of their children.



- If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.

The School Based Council and Coffee with the Leadership Team meetings are held monthly and provide parents the opportunity to participate in decision making, raise concerns they may have. Parents may request a private meeting with the school leader by contacting the school or visiting the school's main office, *via parent square and/or set up a virtual meeting.*

**It may be helpful to include the parental involvement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and the school. If the school has a process in place for involving parents in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents of Title I children. [20 USC 6318 Section 1118(c)(3)]*

School-Parent Compact

Camino Nuevo Charter Academy- Sandra Cisneros Campus distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The school's responsibility to provide high-quality curriculum and instruction
- The ways parents will be responsible for supporting their children's learning
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities

[Briefly describe how the school developed the policy with Title I parent input and how the school distributes the policy to Title I parents. Attach a copy of the compact to this policy.]

The School-Parent Compact was developed with input from teachers and parents about the best possible ways to support families and increase student achievement. Every year, this compact is distributed and explained to families during enrollment time. It is also reviewed with families during the beginning of year orientations.



Building Capacity for Involvement

Camino Nuevo Charter Academy- Sandra Cisneros Campus engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices.

- The school provides Title I parents with assistance in understanding the State’s academic content standards, assessments, and how to monitor and improve the achievement of their children.

Including family/parent conferences, Camino Nuevo Charter Academy- Sandra Cisneros Campus has developed several parent workshops that explain academic language, state assessments, and how to interpret testing results as well as clearly clarifying what the transition to Common Core State Standards looks like. These workshops are repeated throughout the year to assure understanding and answer questions. Workshops will be offered in person and virtually.

- The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement.
Parent workshops include hands-on and other interactive activities to provide parents with the opportunity to practice newly acquired skills. At some workshop series homework is given to families so they can practice at home and share their experiences on the next session. Parent workshops and family engagement events and activities are aligned to school’s curriculum.
- With the assistance of Title I parents, the school educates staff members about the value of parent contributions, and in how to work with parents as equal partners.
During team meetings with staff members, as well as professional development days for teachers at the beginning of the school year, sessions are scheduled to educate staff about the importance and value of partnering with families. Camino Nuevo Charter Academy- Sandra Cisneros Campus has developed the “Triangle for Academic Success” where parents play a vital role in working with teachers to support academic achievement.
- The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
The school has a full-time Family Services Coordinator who works closely with families to identify needs and link them with resources. Our Family Services Coordinator also coordinates opportunities for families to get involved in the school community as well as events and workshops to build the capacity of our families, empowering them and encouraging them to become advocates for their child’s education.
- The school distributes Information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.



All communication with families is in both English and Spanish, the primary languages spoken by families within the school community. Communication is written in a culturally sensitive manner. Flyers, newsletters, posters and calls are easy to read/listen to and understand. School-Parent – Teacher communication is done through paper, posted on website and social media outlets as well school communication Parent Square App. Translators are readily available during parent meetings including conferences and workshops to assure understanding and maximize communication.

- **The school provides support for parental involvement activities requested by Title I parents. The school’s Family Services Coordinator gathers feedback and information from School Based Council parent leaders to plan school activities. She works closely with parents to create successful events where families are asked to be involved and support one another. Events are carefully monitored by our Family Services Coordinator and adjustments are made accordingly.**
- **The school also solicits feedback from parents through annual family surveys in choice of language.**

Accessibility

Camino Nuevo Charter Academy- Sandra Cisneros Campus provides opportunities for the participation of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand.

Families are invited to engage in the school community and in the academic life of their children at different levels. We understand that each family has different needs and that their level of involvement is going to vary. For this reason, our school offers a wide range of volunteer opportunities where families can choose the most convenient way to participate and get involved in the school community. Another way to reach out to families who find it challenging to come to school is through home visits. Home visits are encouraged as a tool to establish a connection with families and offer support when coming to school becomes difficult.



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Title I School-Level Parental Involvement Policy Camino Nuevo High School No. 2, Dalzell Lance Campus

Camino Nuevo High School No. 2 has developed a written Title I parental involvement policy with input from Title I parents. In partnership with the School Based Council, Camino Nuevo High School No. 2 developed the policy. Each year, CNCA uses parent survey data to inform any revisions to the policy that may be necessary. It has distributed the policy to parents of Title I students. The policy is distributed at the beginning of the school year to each family and is available online via the CNCA website. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents in the Title I Program

To involve parents in the Title I program at Camino Nuevo High School No. 2, the following practices have been established:

- The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
At the beginning of each school year, the school holds a parent orientation meeting where the Principal and Family Coordinator reviews programmatic and involvement opportunities for the year.
- The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
Parent meetings such as, Coffee with Leadership and Grade Level Parent meetings with the College Center, are scheduled mornings and afternoons to accommodate schedules and maximize attendance. Virtual meetings will continue to be offered once in-person instruction continues. Virtual meetings have become more accessible for parents/guardians to attend.
- The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review*, and improvement of the school's Title I programs and the Title I parental involvement policy.**
During the April and May School Based Council meetings, the Principal requests feedback from parents and teachers about which programs and services they value most; and which area would they like to see emphasized in the school's funding plan.
- The school provides parents of Title I students with timely information about Title I programs.
Parents receive timely information via Parent Square and robo-calls, weekly bulletins, monthly parent meetings, and other special meetings that may be scheduled.
The parents of Title 1 students will have access to trainings and workshops on how to use ParentSquare and PowerSchool to help them monitor their child's academic progress and communicate with teachers and school staff.
- The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students



are expected to meet.

Parent workshops are offered at least twice a year to explain the curriculum, annual required and internal assessments, ways to interpret results, and tools for parents to support the academic progress of their children.

- If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.

The Site Based Council meets each month and provides parents the opportunity to participate in decision-making, raise concerns they may have, or request a private meeting with the school leader.

**It may be helpful to include the parental involvement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and the school. If the school has a process in place for involving parents in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents of Title I children. [20 USC 6318 Section 1118(c)(3)]*

School-Parent Compact

Camino Nuevo High School No. 2 distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The school's responsibility to provide high-quality curriculum and instruction
- The ways parents will be responsible for supporting their children's learning
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities

The School-Parent Compact was developed with input from teachers and parents about the best possible ways to support families and increase student achievement. Every year, this compact is distributed and explained to families during enrollment time. It is also reviewed with families during the beginning of year orientations.

Building Capacity for Involvement



Camino Nuevo High School No. 2 engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices.

- The school provides Title I parents with assistance in understanding the State’s academic content standards, assessments, and how to monitor and improve the achievement of their children.
Camino Nuevo High School No. 2 has developed several parent workshops that explain academic language, state assessments, and how to interpret testing results as well as clearly clarifying A-G graduation requirements. These workshops are repeated throughout the year to assure understanding and answer questions.
- The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement.
Parent workshops include hands-on and other interactive activities to provide parents with the opportunity to practice the new acquired skills. The school will use parent engagement curriculums to continue building capacity and support with title 1 parents feeling confident in playing in active role in their child’s academic and social emotional life. Additional video/recordings of workshops and trainings will be provided on a more ongoing basis.
- With the assistance of Title I parents, the school educates staff members about the value of parent contributions, and in how to work with parents as equal partners.
During team meetings with staff members, as well as professional learning days for teachers at the throughout the school year, sessions are scheduled to educate them about the importance of partnering with families. Tools for communication from school to home, such as ParentSquare, will be utilized to build an accessible outlet of communication among teachers, school staff, and families. CNCA has developed the “Triangle for Academic Success” where parents play a vital role in working with teachers to support academic achievement. Teachers/school staff will send weekly communication home to provide updates and consistent school to home communication.
- The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
Our campus has a Family Coordinator who oversees our program for family and parent engagement and works closely with families to identify needs and link them with resources. Partnerships with community organizations are also established to further provide access and awareness of local organizations that may support our Title 1 parents. The Family Coordinator also coordinates opportunities for parents to get involved in the school community as well as events and workshops to build the capacity of our families, empowering them and encouraging them to become advocates for their child’s education.
- The school distributes Information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
All communication with families is bilingual and written in a culturally sensitive manner. Flyers, newsletters, posters and robo-calls are easy to read/listen and understand. Translators



are readily available during parent meetings including conferences and workshops to assure understanding and maximize communication.

- The school provides support for parental involvement activities requested by Title I parents. **Our school gathers feedback and information from School Based Council parent leaders to plan school activities. We work closely with parents to create successful events where parents are asked to be involved and support one another. Events are carefully monitored by our staff member who oversees the parent program and adjustments are made accordingly.**

Accessibility

Camino Nuevo High School No. 2 provides opportunities for the participation of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand.

Parents are asked to get involved in the school community and in the academic life of their children at different levels. We understand that each family has different needs and that their level of involvement is going to vary. For this reason, our school offers a wide range of volunteer opportunities where families can choose the most convenient way to participate and get involved in the school community. Another way to reach out to families who find it challenging to come to school is through home visits. Home visits are encouraged as a tool to establish a connection with families and offer support when coming to school becomes difficult.



Title I School-Level Parental Involvement Policy Camino Nuevo Charter Academy, Kayne Siart Campus

Camino Nuevo Charter Academy, Kayne Siart Campus has developed a written Title I parental involvement policy with input from Title I parents. In partnership with the School Site Councils, Camino Nuevo Charter Academy developed the policy. Each year, CNCA also collects feedback from parents to inform any revisions to the policy that may be necessary. It has distributed the policy to parents of Title I students. The policy is distributed at the beginning of the school year to each family and is available online via the CNCA website. The policy describes the means for carrying out the following Title I parental involvement requirements [20 USC 6318 Section 1118(a)-(f) inclusive].

Involvement of Parents in the Title I Program

To involve parents in the Title I program at Camino Nuevo Charter Academy, Kayne Siart Campus, the following practices have been established:

- The school convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program. In the beginning of the school year, the school holds parent orientation meetings where the principal reviews involvement opportunities for parents and shares essential elements of the teaching frameworks used in the classrooms. We review our mission & goals and present data results to develop an action plan for the year. Information is also provided during our monthly Parent Coffee meetings, which take place twice every month.
- The school offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening. Parent meetings are offered in the morning, during the school day, and in the afternoons to accommodate schedules and maximize attendance. Beginning of the year meetings also take place by grade level to provide information geared to specific grade level needs.
- The school involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review*, and improvement of the school's Title I programs and the Title I parental involvement policy.**
During the School Site Council meetings, the Principal requests feedback from parents and teachers about which programs and services they value most and which have positively impacted student achievement to ensure it is prioritized in the school's funding plan.
- The school provides parents of Title I students with timely information about Title I programs. The school provides timely information via weekly Thursday bulletins, ParentSquare, robocalls, media posts, monthly Parent Coffee meetings, quarterly grade level meetings, and other school site committees meetings scheduled throughout the year.
- The school provides parents of Title I students with an explanation of the curriculum used at the school, the assessments used to measure student progress, and the proficiency levels students



are expected to meet.

Several Parent workshops are offered throughout the year to explain curriculum, instruction, and best practices utilized in classrooms that support students in learning high rigorous common core grade level standards. Throughout the various workshops offered, the school shares data, instructional programs/frameworks, assessments used to collect data, and provide opportunities for parents to walk through classrooms to see Title I programs being used first hand.

- If requested by parents of Title I students, the school provides opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.

The School Site Council and the ELAC committee meet once a month and provides parents, students, and staff the opportunity to participate in the decision-making process, share concerns and suggestions they may have, and request individual meetings with school leaders. ELAC can also request to observe the classroom during ELD instruction.

**It may be helpful to include the parental involvement policy review in the annual review of the Single Plan for Student Achievement.*

***The policy must be updated periodically to meet changing needs of parents and the school. If the school has a process in place for involving parents in planning and designing the school's programs, the school may use that process if it includes adequate representation of parents of Title I children. [20 USC 6318 Section 1118(c)(3)]*

School-Parent Compact

Camino Nuevo Academy, Kayne Siart Campus distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. It addresses the following legally required items, as well as other items suggested by parents of Title I students.

- The school's responsibility to provide high-quality curriculum and instruction
- The ways parents will be responsible for supporting their children's learning
- The importance of ongoing communication between parents and teachers through, at a minimum, annual parent-teacher conferences; frequent reports on student progress; access to staff; opportunities for parents to volunteer and participate in their child's class; and opportunities to observe classroom activities

The School-Parent Compact was developed with input from teachers and parents. The process included, analysis of data (ELA, Math, ELD, Parent and Student Surveys), discussions on frameworks and systems already showing positive and impactful results, and conversations of what needed to be in place to



support areas of growth. Every year, this compact is shared with families through our beginning of the year orientation sessions.

Building Capacity for Involvement

Camino Nuevo Charter Academy, Kayne Siart campus engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices.

- The school provides Title I parents with assistance in understanding the State’s academic content standards, assessments, and how to monitor and improve the achievement of their children.
Throughout the year, parents participate in at least three parent-conferences in which specific information to student successes and challenges are shared. In addition, Parent Coffee monthly meetings and parent workshops provided also offer information about state assessments, testing results, and curriculum/frameworks that focus on meeting grade level expectations.
- The school provides Title I parents with materials and training to help them work with their children to improve their children's achievement.
Parent workshop include hands-on learning lessons and activities that provide parents with an understanding of the school’s teaching frameworks. Grade level and individual class workshops are also offered to share with parent specific concepts being covered at every quarter. In addition, the school also holds school-wide family events in which parents participate in grade level planned activities with their children.
- With the assistance of Title I parents, the school educates staff members about the value of parent contributions, and in how to work with parents as equal partners.
Camino Nuevo Charter Academy believes that parents play a crucial role in the social, emotional, and academic success of students. Teachers work closely with families, meet with them on a regular basis, and involve them in the end of unit celebrations of their children’s learning.
- The school coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.

Camino Nuevo Charter Academy, Kayne Siart Campus has a full-time Family Coordinator whose main priority is to ensure parents feel heard, supported, and informed. The Family Coordinator holds daily meetings with individual parents, provides weekly parent workshops, invites other public organizations to provide services to our families, and serves as the bridge for teacher and parent communication when needed. She is fully bilingual and participates in monthly meetings with other Student and Family Services Coordinators from the CNCA organization to collaborate on providing resources needed to best support the school community.
- The school distributes Information related to school and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
Consistent bilingual communication with families is provided on a daily, weekly, and monthly



basis. Flyers, weekly newsletters, posters, robocalls, and a parent board in the front office is closely monitored to ensure parents have the information they need. Also, translators are readily available for parent meeting requests, regular parent/teacher meetings, workshops, and/or parent conferences.

- The school provides support for parental involvement activities requested by Title I parents. The school's Family Coordinator gathers feedback and information from parents via surveys, committees, and individual meetings with parents. She works closely with parents and helps create clear systems that help parents have clarity on their participation and involvement on community events, school fieldtrips, and other school related activities. The school's Family Coordinator support and carefully monitors school events to ensure our parents feel included and valued.

Accessibility

Camino Nuevo Charter Academy, Kayne Siart provides opportunities for the participation of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migratory students. Information and school reports are provided in a format and language that parents understand.

- Various opportunities for parent involvement and support are provided at Camino Nuevo Kayne Siart. Parents are welcomed to volunteer at times that best work for them. Opportunities for their involvement and participation can take place in the morning, during the school day, after school, school events, on a daily, weekly, or monthly basis and in the areas they feel comfortable in. All parents are welcome and encouraged to be part of our school community and if language is a barrier, we provide the necessary supports to make sure everyone is included. The School provides links to recorded meetings and prerecorded workshops for parents who need flexible access to information and resources.

Cover Sheet

Declaration of Need for Fully Qualified Educators

Section: IV. Consent Agenda
Item: G. Declaration of Need for Fully Qualified Educators
Purpose:
Submitted by: Margarita Domingo
Related Material: 21-22 DON CNCA.pdf

BACKGROUND:

The Declaration of Need (DON) is an annual document required by an employing local education agency as a prerequisite to the issuance of any emergency permit and/or limited assignment permit for that agency. The DON is established by California Code of Regulations §80026. This regulatory section was recently amended to align with statute requiring parity in credentialing requirements between charter schools all other public schools. The updates to the language are now complete and all employing agencies, including charter schools, must comply with the regulation to be eligible to apply for any emergency and/or limited assignment permit restricted to their organization. Additionally, there is also an update to the CL-500 form to accurately comply with the regulation. The DON CL-500 form requires annual Board approval.

RECOMMENDATION:

Approve



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022

Revised Declaration of Need for year: _____

19-64733-6117667

19-64733-0122861

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

19-64733-0122564

19-64733-0124826

Name of District or Charter: Camino Nuevo Charter Academy District CDS Code: 19-64733-0127910

Name of County: Los Angeles County CDS Code: 20120

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ___/___/___ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

David Gidlow		Board Secretary
<i>Name</i>	<i>Signature</i>	<i>Title</i>

(213) 254-0413	(213) 417-3400	
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

3435 W. Temple Street, Los Angeles, CA 90026

Mailing Address

davidggidlow@aol.com

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name

Signature

Title

Fax Number

Telephone Number

Date

Mailing Address

E-Mail Address

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10 _____
Bilingual Authorization (applicant already holds teaching credential)	15 _____
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	8 _____
Teacher Librarian Services	0 _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

Yes

No

If no, explain. Charter School

Does your agency participate in a Commission-approved college or university internship program?

Yes

No

If yes, how many interns do you expect to have this year? 5-10

If yes, list each college or university with which you participate in an internship program.

Cal State LA, Cal State Northridge, LACOE, Azusa Pacific, Alliant, CSUF, CSU Long Beach
National University, LMU

If no, explain why you do not participate in an internship program.

N/A

Cover Sheet

2021-22 EXED Contract

Section: IV. Consent Agenda
Item: H. 2021-22 EXED Contract
Purpose:
Submitted by:
Related Material: Camino Nuevo - ExED Contract 21-22.pdf

EXCELLENT EDUCATION DEVELOPMENT MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT

This Management and Accounting Services Agreement (the “Agreement”) is entered into as of the 30th day of June 2021 (the “Effective Date”) by Camino Nuevo Charter Academy, a California nonprofit public benefit corporation (“Client”), and Excellent Education Development, a California nonprofit public benefit corporation (“ExED”), with reference to the following facts:

BACKGROUND

ExED is non-profit organization, that exists to advance the purpose of giving every child access to an excellent public education that opens the doors to opportunity and provides a pathway out of poverty for those in need.

ExED will support Client with an articulated suite of services (defined as the “Services below”) at a fixed monthly price in order to fulfill Client’s need for the financial expertise, skills and integrity required to operate at the highest level.

In furtherance of Client’s long-term financial and organizational initiatives, ExED may make additional services available based upon the periodic or specific needs of Client an in accordance with an agreed upon fee for such additional services.

ExED is driven to help Client create efficiencies and implement sound business practices that will allow Client’s leadership to direct more of their time and energy to the classroom.

ExED’s expectation is that Client will observe the highest standards in its governance and management, and that it will dedicate itself to delivering a high-quality education to its students.

ExED believes in sustained collaboration on Client’s work and has structured this management agreement to provide services for period that is longer than a single school year. During the initial school year covered by this Agreement, ExED will begin providing Client with services as of the Effective Date. Subsequently, this Agreement will renew and extend for one year periods, beginning next year, as described in more detail below. This structure allows ExED to attend to financial matters such as closing financial statements and audits that occur in subsequent school or fiscal years, and to prepare budgets for use in forthcoming years. This structure also offers consistency and predictability to ExED and Client and their respective staffs and governing boards.

Now therefore, in consideration of the premises, and of the mutual covenants and conditions contained herein, Client and ExED agree as follows:

1. DEFINITIONS.

The following terms will have the meanings ascribed to them herein:

- a. “ADA” means the average daily attendance, reported as required by the California Department of Education that must be filed by the Client with the State of California in accordance with applicable laws and regulations.
- b. “Additional Services” means any supplemental services to be provided by ExED at request of Client. If Additional Services are part of this Agreement, they are described in a Schedule entitled “Additional Services Scope of Work to be Performed by ExED” and attached hereto. Additional Services supplement the Basic Services provided by ExED under this Agreement.
- c. “Affiliate” means nonprofit corporations or limited liability companies that are controlled by or under common control with Client. In this Agreement, the following corporation(s) or limited liability companies are Affiliates of Client: Pueblo Nuevo Education and Development Group and Grupo Nuevo Los Angeles.
- d. “Auditor” means an independent certified public accountant selected by Client to prepare annual audited financial statements for Client, as required by California Education Code 41020.
- e. “Basic Services” means the services provided by ExED as selected by Client and described in Schedule A.
- f. “Board” means the governing body of the Client.
- g. “Budget” means the current and future budgets of the Client prepared by ExED in coordination with the Client as described in this Agreement and adopted by the Board.
- h. “California Department of Education” means The California Department of Education, which is the governmental agency within the State of California that oversees public education.
- i. “Categorical Funding Applications” means State funding programs for which the Client may be eligible and apply for and not included within the Local Control Funding Formula (LCFF).
- j. “Chartering Authority” means the local school district or county office of education or state board of education that has issued a charter to Client to operate a School.
- k. “Client Administrator” means one or more Client staff or Board member(s) in leadership positions authorized to work with ExED with respect to the services outlined in this Agreement. Unless otherwise notified in writing, the Client Administrator herein shall be (i) the chief executive officer, executive director or equivalent, (ii) the presiding officer of the Board, and (iii) the principal or head of school for matters pertaining to any specific School operated by Client.
- l. “Confidential Information” means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, and software source documents. Confidential Information includes, without

limitation, information acquired from a student information systems used to maintain individual-level data (including student demographics, course data, discipline, assessments, staff demographics, staff assignments), financial information, procurement requirements, purchasing information, plans and personnel information of the parties, and student information as protected under the Family Educational Rights and Privacy Act (FERPA) and other privacy protection laws, as applicable to the operations of Client and ExED under this Agreement.

Confidential Information does not include information that: (a) is now publicly or generally known or available or that hereafter, through no act or failure on the part of the receiving party, or through any violation of law or contract becomes generally known or available; (b) is known to the receiving party at the time of receiving such information; (c) is furnished to others by the disclosing party without a restriction on disclosure; (d) is hereafter furnished to the receiving party by a third party without restriction on disclosure, where such third party legally obtained such information and the right to disclose it to the receiving party; or (e) is independently developed by the receiving party without violation of any legal rights which the disclosing party may have in such information.

- m. “Effective Date Year” means the calendar year in which the Effective Date occurs.
- n. “Fiscal Year” means the accounting period between July 1 and June 30.
- o. “myExED Portal” means the ExED client portal (myexed.org) and the associated applications made available to select Client staff via this website.
- p. “Notice of Non-Renewal” means written notice from Client, substantially in the form attached hereto as Exhibit 2, delivered to ExED no later than 60 days from delivery by ExED of a Notice of Terms Supplement, that Client will not be renewing ExED’s Services under this Agreement for the coming Fiscal Year.
- q. “Notice of Terms Supplement” means written notice from ExED, substantially in the form attached hereto as Exhibit 1, and delivered to Client no later than May 1 of each year following the Effective Date Year.
- r. “P-1/P-2” means the attendance reports that must be submitted to the State of California for ADA apportionment purposes.
- s. “Paycom” means the third-party human capital management software provider that Client has contracted with to provide payroll processing and other human resource services.
- t. “Paycom Alternate” means Paychex, a payroll processing service alternative to Paycom. If this box is checked with an “X”, Client has elected to use a Paycom Alternate for the term of this Agreement: X.

- u. “Proprietary Property of ExED” means all right, title and interest in and to the materials and systems developed and used by ExED in the performance of the Agreement including, without limitation, all trade secrets, know-how, protocols, policies, specifications, software, forms, as well as additions and modifications thereto developed and/or used by ExED in the furtherance of its operations and in performance of its obligations under this Agreement. Proprietary Property also includes ExED work product, reports, templates, studies, specifications, business methods, tools, methodologies, techniques, solution construction aids, analytical frameworks, algorithms, products, documentation, abstracts and summaries thereof that do not contain or embody Client’s Confidential Information. Proprietary Property includes “ExED Core Business Components,” defined as those general skills, know-how, expertise, techniques, methodologies, processes, templates, and business methods that are acquired or developed during the performance of the Agreement and that are related to ExED’s primary business, such as, by way of example, but not of limitation, methodologies and processes for managing school budgets and financial reporting, that do not contain or embody Client’s Confidential Information. Proprietary Property also includes “ExED Knowledge Capital,” which means ExED materials existing prior to commencement of the Agreement, or developed outside the scope of the Agreement, that are proprietary to ExED, and all associated intellectual property rights and any enhancements and modifications to such materials, whether or not such enhancements and modifications are developed as part of the Agreement.
- v. “School” means each charter school that Client has been authorized to operate by a Chartering Authority, which is actually operated by Client and included in the scope of the Services described herein.
- w. “Services” means the Basic Services and any Additional Services agreed upon by the parties as further described in Schedule A and additional Schedules (if applicable) attached hereto.
- x. “Standard Financial Reports” means the financial reports prepared by ExED for Client Administrators or the Board. See Schedule A for list of reports included.
- y. “State Budget” means the current budget of the State of California as approved and signed by the Governor of the State of California for the current Fiscal Year.
- z. “Term” means the period of time during which this Agreement is in effect between the parties, which shall commence as of the Effective Date (or, if the Client and ExED have an existing service agreement in effect on Effective Date, the date immediately after the expiration of such existing service agreement), and terminated upon receipt by ExED of the Client’s Notice of Non-Renewal, unless and until earlier terminated in accordance with the terms and conditions hereof, and subject to any provisions which, by their express terms, survive expiration or termination of the Agreement.

2. THE SERVICES

- a. Basic Services. During the Term of this Agreement, ExED will provide Client with the Basic Services described on Schedule A. ExED shall provide Client a non-exclusive, non-assignable license to use the Proprietary Property of ExED solely for Client operations, at no additional cost, during the Term of this Agreement. Client specifically acknowledges that the Services do not include any services not specifically included on Schedule A (or additional schedules which outline Additional Services), including without limitation, those services expressly listed as Exclusions therein.
- b. Additional Services. Client may request ExED to provide additional Services. If ExED agrees to provide Additional Services, the Additional Services will be described in detail in a separate Schedule to be added to this Agreement and signed by authorized representatives of both parties. Charges, fees, responsibilities and obligations with respect to the Services will be adjusted as described in the separate schedule.
- c. Prior Term Services. Client may request ExED to provide services pertaining to a period prior to the Term of the Agreement or to prior Fiscal Years under Agreement (which request (i) is made to ExED after May 15th following the applicable Fiscal Year end, and (ii) not the result of ExED's default in the provision of such Services) ("Retroactive Services"). If ExED agrees to provide Retroactive Services, the services will be described in a separate schedule to be added to this Agreement as Schedule B and signed by authorized representatives of both parties. Charges, fees, responsibilities and obligations with respect to the Retroactive Services will be adjusted as described in that Schedule. For purpose of this Agreement, Retroactive Services shall be deemed to be Additional Services.
- d. Services to Affiliates. ExED is not providing any services to Affiliates of Client under this Agreement. Client shall cause its Affiliates to engage ExED for a separate scope of services or shall manage the financial affairs of its Affiliates without ExED assistance. If ExED has been engaged by one or more Affiliates to provide services, and Client has been designated to pay for such services (in lieu of paying higher rent, otherwise required for the Affiliate to pay directly, for example), Client agrees that ExED fees for such services will be billed to and due from Client. This direct billing and payment arrangement will be described in a separate agreement between ExED, the Client and the Affiliate, or, at ExED's election, a separate schedule to be added to this Agreement and signed by authorized representatives of both parties. Any termination or modification (including, without limitation through a Notice of Non-Renewal or Notices of Terms Supplements, respectively) applicable to this Agreement shall also apply to the rendering of services to such Client affiliate, unless the Client affiliate services are set forth in a separate agreement.

3. PAYMENT AND TERMS

- a. Fees and Charges. In addition to any other fees set forth herein, during the Term of this Agreement, Client will pay ExED a monthly fee of \$42,500.00 (i.e., \$510,000 per annum) through June 30th of the year following the Effective Date Year, and a monthly fee of \$43,775.00 (i.e., \$525,300 per annum) from July 1st through June 30th of the second year following the Effective Date Year, and a monthly fee of \$45,088.25 (i.e., \$541,059 per annum) from July 1st through June 30th of the third year following the Effective Date Year for the Basic Services and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the Basic Services as provided for in Schedule A. These out-of-pocket expenses will not exceed \$150 per month without prior, written authorization from the Client.
- b. One-Time Fee. For Fiscal Year 2021-22, ExED will charge a one-time fee of \$25,000 for work related to Coronavirus Aid, Relief, and Economic Security Act, Coronavirus Response and Relief Supplemental Appropriations Act, American Rescue Plan Act, and state COVID-19 funds reporting. ExED will include the one-time fee in or after the February 2022 invoice.
- c. Invoicing. ExED will automatically prepare a check for use in making ExED's payment on a monthly basis for execution by the person authorized by the Client to execute such checks.
- d. Payment Terms. Payment is due thirty (30) days from the date of delivery of the monthly invoice.
- e. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of delivery of the monthly invoice, ExED reserves the right to suspend part or all of its performance of duties under this Agreement, including the rendering of Services, until all amounts for Services that are due and payable are paid in full. In the event Client disputes all or any portion of the invoice that is due, Client shall notify ExED in writing within 20 days of receipt of the invoice and initiate the dispute resolution process under Section 10 hereof, but shall pay the invoice in full, pending the outcome of such process.
- f. Taxes. Except as expressly stated in this Agreement, ExED and Client are responsible for any and all taxes on their respective incomes, and for payment and withholding of all applicable taxes, including but not limited to income, property and sales taxes.
- g. Late Payments. Payments made after the 30-day period set forth in Section 3.c. are subject to a late payment penalty equal to a monthly rate of 1%, not to exceed the maximum allowed under applicable law.
- h. Notice of Terms Supplement. The prices and related charges for the Services are subject to change each year, beginning June 30th of the year following the Effective Date Year. ExED shall deliver a Notice of Terms Supplement each year following the Effect Date Year, which Notice of Terms Supplement shall be in the form as attached hereto as Exhibit 1, and shall detail any applicable

changes in Service prices, and related costs, including without limitation, with respect to expense reimbursements, and any other amendments, changes, or supplements to the terms and conditions of this Agreement. If Client determines not to renew ExED's Services under this Agreement, it shall timely deliver a Notice of Non-Renewal no later than 60 days from delivery by ExED of a Notice of Terms Supplement. Failure by Client to timely deliver a Notice of Non-Renewal shall be deemed to be Client's agreement to renewal of this Agreement, as modified by the terms and conditions contained in the Notice of Terms Supplement. In consideration of the Service fees set forth in Section 3(a), which Service fees ExED agrees to maintain (and not change via a Notice of Terms Supplement) until June 30th of the third year following the Effective Date Year, notwithstanding anything to the contrary set forth herein, Client hereby waives its right to issue a Notice of Non-Renewal until after receipt of the Notice of Terms Supplement issued hereunder in connection with the renewal of the Agreement on June 30th of the third year following the Effective Date Year. For the avoidance of doubt, (i) ExED will not change its Service fees hereunder prior to June 30th of the third year following the Effective Date Year, but reserves the right to modify non-Service fee related terms and conditions through a Notice of Terms Supplement (including, without limitation, out-of-pocket expenses for which ExED may be reimbursed without prior Client approval, rush check fees, and late payroll information fees) (ii) ExED reserves the right to charge additional fees for any Additional Services the Client and ExED determine to add to this Agreement, in accordance with Section 2(b) above.

4. RELATIONSHIP OF THE PARTIES

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

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

5. THE CLIENT'S OBLIGATIONS.

- a. Authorized Personnel. The Client Administrator(s) identified herein are authorized to work with ExED and authorize their staff to work with ExED with respect to the services outlined in this Agreement.
- b. Alternative Contacts. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues; as well as an alternate contact in the event the Client Administrator cannot or should not serve as the Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, the chief executive officer and the presiding officer of the Board shall have such authority.
- c. Financial Records and Audit.
 - (i) The Client will maintain customary and reasonably correct, complete and accurate records and other supporting information which will enable ExED to render the Services hereunder. The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by ExED and provided to Client. If Client submits required supporting documentation after monthly close deadline, ExED cannot guarantee on-time submission of financial reports for Client management review and/or Client board meetings.
 - (ii) The Client will obtain an annual audit of its books and records no later than 168 days from the end of its Fiscal Year from a state-approved Auditor and immediately provide ExED with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs ExED to work with Client's Auditor on any matter or issue pertinent to the Services and will confirm such authorization upon request by ExED.
 - (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from the Chartering Authority, any governmental investigating or funding authority or Client's Auditor, to the extent required by law, including exceptions noted in any independent accountant's report, in each case, to the extent required by law and to effectively render the Services.
- d. Coordination and Cooperation. Client will cause the Client Administrator(s) and other authorized staff members to work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Services.

Client will comply with and respond promptly to all reasonable requests of ExED for information or documents from the Client.

- (i) Client covenants to: assist ExED in reconciling outstanding invoices, and to provide ExED with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by ExED.
 - (ii) Client staff with access to the myExED Portal will take reasonable steps to maintain the confidentiality of their myExED login credentials. Client staff will notify ExED in writing if the confidentiality of their myExED login credentials has been compromised.
 - (iii) Client staff will take reasonable steps to ensure the security of the devices used to access the myExED Portal and will use their best effort to notify ExED in writing if the security of a device has been compromised.
 - (iv) Client staff will only use the myExED Portal for work related activities.
- e. Payroll. Client will provide all necessary and proper data to ExED for payroll processing and retirement reporting, if applicable.
- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client Site.
 - (ii) If necessary, Client will use, and purchase if necessary to use, commercially reasonable time clocks for timekeeping purposes.
 - (iii) The following provisions shall apply unless Client is using a Paycom Alternate for the term of this Agreement:
 - (1) Client will sign, or has signed, the Paycom Payroll Service Agreement and Paycom will deposit and file Client's Federal, State Withholding and State Disability taxes and tax returns, quarterly and annual, associated with payrolls processed through Paycom. Paycom will file Client's annual forms W-2/W-3.
 - (2) Client will be responsible for all fees and charges assessed by Paycom.
 - (3) Client will submit all necessary payroll and time and attendance data within the Paycom software.
 - (4) Client will be responsible for maintaining employee information, not related to payroll processing, within the Paycom software.
 - (5) Client will be responsible for working with Paycom to setup and track any payroll accruals (e.g., vacation, sick, etc.)

- (iv) Client will approve all final check calculations. ExED will follow the California Labor Code when calculating an employee's final check unless directed by the Client to follow the calculation method commonly used by school districts.
 - (v) Client is responsible for complying with the retirement enrollment and reporting rules for the retirement program(s) in which the Client participates (e.g., CalSTRS, CalPERS) and is responsible for communicating to ExED the following information (it being acknowledged and understood that Client's failure to timely provide the following information completely and accurately to ExED may impact ExED's ability to timely and accurately perform retirement program reporting, classification and other retirement program-related Services hereunder):
 - (1) A determination of which retirement system a job should be reported to, based on job description and applicable education code(s)
 - (2) Staff job classification and applicable retirement system, per the rules of the respective retirement program(s) as applied to Charter Schools
 - (3) Staff eligibility of enrollment into an applicable retirement system, per the rules of the respective retirement program(s) as applied to Charter Schools
 - (4) Details of time worked, pay rates and wages earned, as necessary for retirement reporting per the rules of the respective retirement program(s)
 - (vi) Client is responsible for providing ExED with accurate health and welfare deductions for each Client employee.
- f. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.
- (i) Client is responsible for taking daily attendance records compliant with the California Education Code. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.
- g. Grant and Funding Requirements. Client covenants to comply with all material grant and funding requirements, as the same may impact the rendering of ExED's Services hereunder, including record keeping, reporting, management and financial controls and policies and procedures.
- (i) Client to prepare Semiannual Certifications and/or Personnel Activity Reports to account for wages paid for with federal funds.

- h. Chartering Authority Requirements. Client covenants to comply with all material requirements, as the same may impact the rendering of ExED's Services hereunder, including policies and procedures, of the Chartering Authority to the extent applicable to the Client.
- i. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: human resources, payroll administration, internal financial controls, accounts payable and other disbursements and, if applicable, competitive bid procedures for vendors.
- j. Insurance. Client will obtain and maintain customary and reasonable general liability coverage for its facilities and operations. ExED shall be entitled to request and receive evidence of such coverage.
- k. Notice and Information. Client covenants that it will provide ExED with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client's books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by the Chartering Authority or any other governmental authority, to the extent permitted by law. Client will promptly provide ExED with copies of every report or notice provided to the Chartering Authority or any other governmental agency, including any schedules or exhibits thereto, to the extent such report or notice relates to the Services outlined in this Agreement.
- l. Designation of ExED. Client hereby designates employees and subcontractors of ExED whose duties require access to Confidential Information, including personnel and student information, as having a legitimate educational interest under FERPA.
- m. Protection of Proprietary Property of ExED. Client shall maintain the confidentiality of all Proprietary Property of ExED and shall not divulge such information to any third parties both during the Term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any Proprietary Property of ExED to any unauthorized person by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of ExED, use the Proprietary Property of ExED for any purpose except to the limited extent necessary for the conduct of its operations in accordance with this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of Proprietary Property of ExED and discard and destroy any tangible portion of the Proprietary Property in its possession or control.
- n. Integrity and Financial Responsibility. Client will act in good faith and alert the management of ExED to any fraudulent activity which is reasonably related to the Services as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that ExED's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not

limited to timely approval of balanced budgets and maintaining a positive variance to budget throughout the year to the extent feasible.

6. REPRESENTATIONS AND WARRANTIES OF CLIENT

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

7. REPRESENTATIONS AND WARRANTIES OF ExED

- a. Corporate Power and Authorization. ExED has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by ExED have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by ExED and constitutes the valid and legally binding obligation of ExED enforceable in accordance with its terms and conditions. ExED need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.
- b. No Breach. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which ExED is subject or any provision of its Articles of Incorporation or Bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which ExED is a party or by which it is bound or to which any of its assets is subject.
- c. Insurance. ExED will obtain and maintain customary and reasonable comprehensive commercial general liability, professional liability, crime, and cyber liability insurance appropriate to the Services being rendered under this Agreement.
- d. No Duty to Monitor Compliance with Obligations. In the course of its work, and consistent with Client's obligations hereunder, ExED may become aware of instances of non-compliance by Client with its own policies, procedures or other obligations described in Section 5 of this Agreement. ExED may bring such failures to the attention of the Client Administrator or chief executive officer or the presiding officer of the Board, but shall have no obligation to do so, unless the failure directly and materially affects ExED's ability to carry out its obligations under this Agreement or is the basis for termination of the Agreement for cause.
- e. Confidentiality. ExED shall use commercially reasonable efforts to keep all Confidential Information made available to it under this Agreement confidential to the extent required by law; provided that nothing herein shall be construed as restricting ExED in performing the Services, which require routine disclosure of such information to Auditors, Chartering Authorities, regulatory agencies, insurance carriers, service providers and suppliers, and the Client. Confidential Information shall be handled by ExED, its employees and subcontractors as follows:
 - (i) Except as set forth in (vi) below, ExED shall not use the Confidential Information disclosed by the Client pursuant to this

Agreement for any purpose other than carrying out its obligations under this Agreement.

- (ii) ExED and any ExED subcontractors granted access to Client Confidential Information, will take reasonable steps to maintain the confidentiality of Client's Confidential Information and will notify Client if the confidentiality has been compromised.
 - (iii) ExED and any ExED subcontractors will take reasonable steps to ensure the security of the devices used by their staff to access Client Information and will use their best effort to notify Client if the security of a device has been compromised.
 - (iv) ExED shall maintain reasonable security measures to safeguard the Confidential Information.
 - (v) ExED may, but shall not be required to, destroy the Confidential Information in its possession when no longer needed to carry out the purposes of this Agreement. To the extent such Confidential Information resides only on equipment or in files owned or controlled by ExED, upon termination of this Agreement, ExED shall provide copies to Client at Client's expense. ExED shall require its employees and subcontractors to agree to comply with these Standard Conditions for the handling of Confidential Information.
 - (vi) Notwithstanding the foregoing, ExED shall have the right to use Client Confidential Information in a non-identifiable way, as part of its overall database of information about public charter schools. For example, Client salaries may be included in overall information ExED compiles, and provides to Client, about the range of salaries offered by similar schools.
- f. Limited Services Warranty. ExED represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

8. INDEMNITIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

- a. Subject to the terms of Section 8(d) below, Client and ExED agree to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions in violation of the terms of this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.
- b. Disclaimer of all Other Warranties.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY MADE IN SECTION 7 OF THIS AGREEMENT. ExED

DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, OR ANY THIRD PARTY SOFTWARE OR HARDWARE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- c. Limited Remedy. Client's exclusive remedy for a default in the provision of Services hereunder is to (i) provide written notice detailing the default to ExED and, following review and a determination of fault by ExED, to have ExED perform or reperform the applicable Service at ExED's expense, and/or (ii) to terminate this Agreement in accordance with Section 9(b) below.

- d. Limitation of Liability.

EVEN IF ExED CANNOT OR DOES NOT PERFORM OR REPERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, ExED'S (INCLUDING ITS DIRECTORS, OFFICERS, AND EMPLOYEES') TOTAL AND AGGREGATE LIABILITY, WHETHER ARISING IN TORT, CONTRACT, MISREPRESENTATION, BREACH OF WARRANTY OR FOR ANY OTHER CAUSE OF ACTION AT LAW OR IN EQUITY SHALL NOT EXCEED ExED'S TOTAL AGGREGATE FEES ACTUALLY PAID FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT DURING THE PRIOR 12 MONTH PERIOD ENDING ON THE DATE THE CLAIM GIVING RISE TO SUCH LIABILITY IS MADE HEREUNDER. IN NO EVENT SHALL ExED BE LIABLE TO THE CLIENT OR ANYONE CLAIMING BY OR THROUGH THE CLIENT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY THE CLIENT OR ANY AFFILIATE OF THE CLIENT, WHETHER OR NOT SUCH DAMAGES WERE OR COULD HAVE BEEN FORESEEABLE TO ExED. NO DIRECTOR, OFFICER OR EMPLOYEE OF ExED SHALL BE LIABLE TO CLIENT OR ANYONE CLAIMING BY OR THROUGH THE CLIENT ON ACCOUNT OF ANY ACT OR OMISSION OF ExED, REGARDLESS OF THE NATURE OF SUCH ACT OR OMISSION OF ExED, OR THE THEORY OF LIABILITY ASSERTED AGAINST ExED OR SUCH DIRECTOR, OFFICER OR EMPLOYEE OF ExED, EITHER INDEPENDENTLY OR IN A VICARIOUS CAPACITY.

- e. Allocation of Risk. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any default in Services, as between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of such risk.

- f. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE.
- g. Survival. The terms of this Section 8 shall survive the expiration or earlier termination of the Agreement.

9. TERM, EXPIRATION AND EARLY TERMINATION.

- a. The Term. This Agreement shall continue in full force and effect during the Term. The Term of this Agreement shall renew and extend automatically for one year, on June 30th of the year following the Effective Date Year, and on each year anniversary thereafter, unless Client duly delivers a Notice of Non-Renewal to ExED. Notice of Non-Renewals delivered after 60 days from delivery by ExED of a Notice of Terms Supplement shall be deemed to be a termination for convenience on the part of Client under Section 9(d) below.
- b. Termination for Uncured Breach. If either party to this Agreement materially defaults in the performance of any of the terms of this Agreement, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party of the nature of the default or material breach of this Agreement and the termination shall be effective thirty days from receipt of notice unless the defaulting party cures such default within said thirty-day period.
- c. Insolvency. In the event that either party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, the other party may terminate this Agreement upon written notice.
- d. Termination for Convenience. Either party may terminate this Agreement upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending Service work for the current month and payment for Services hereunder shall be made through the end of the month in which termination occurs. After a termination of this Agreement for convenience, the Client may request ExED to provide services pertaining to the Term of the Agreement or Retroactive Services. If ExED agrees to provide services, the services and fees will be described in a separate agreement.
- e. Immediate Termination for Cause. ExED may immediately terminate this Agreement in the event it determines that (i) it cannot provide the Services in a timely or professional manner, due to the actions or inaction of the Client with respect to financial controls, management or operations, or (ii) Client has engaged or been accused of engaging in material misconduct inconsistent with ExED's mission or nonprofit purpose; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor and ExED shall be entitled to payment of its fees and reimbursable expenses for each month ExED is involved with such transition of duties.

- f. Non-Renewal. If Client timely delivers a Notice of Non-Renewal to ExED ending the Term of this Agreement, ExED shall be entitled to a close out fee equal to two month's fee for completion of any financial reporting Services pertaining to the last Fiscal Year covered by this Agreement. After this time, Client may request ExED to provide services pertaining to the Term of the Agreement or Retroactive Services. If ExED agrees to provide services, the services and fees will be described in a separate agreement.
- g. Other Rights. Subject to the terms of Section 8(c), (i) the rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights are cumulative, and (ii) the exercise of any right or remedy under this Section 9 does not preclude the exercise of any other right or remedy.
- h. Proration of Service Fees Upon Termination. If this Agreement is terminated early, as provided for above in Section 9(b)-9(e), in addition to any fees and other amounts due and owing to ExED as may be set forth in each such Section, ExED's Service fees and expense reimbursements shall prorated to the date of such termination, and ExED shall have the right to payment for all Services rendered and reimbursable expenses incurred up to the date of termination of this Agreement.

10. DISPUTE RESOLUTION.

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

- a. Resolution Sequence. The claiming party with respect to the Dispute shall provide written notice of the Dispute to the non-claiming party, with reasonable detail regarding the claiming party's position and supporting facts. The parties shall have their chief executive officers meet and confer in good faith, in person if reasonably possible, within thirty (30) days of receipt such written notice regarding the Dispute, in an effort to resolve the Dispute in a mutually acceptable manner. If the Dispute cannot be settled by good faith negotiation between the chief executive officers of the parties, ExED and Client will submit the Dispute to the judicial reference process pursuant to California Code of Civil Procedure Section 688, et seq. Any Dispute brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section 10, in lieu of the jury trial waivers otherwise provided for in this Agreement.
- b. Referee Qualifications. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties.

- c. Referee Selection. If the parties are unable to agree upon a referee within ten (10) calendar days after the thirty (30) day negotiation period referenced above has ended, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- d. Reference Procedure. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- e. Expenses. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the parties to such Dispute shall bear their own legal expenses, and equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section 10. The compensation of the referee shall not exceed the prevailing rate for like services. Following adjudication of a Dispute, the prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
- f. Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of the Confidential Information and the Proprietary Information of ExED there can be no adequate remedy of law for any breach of its obligations to maintain the confidentiality and security of such information, and that any breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated for through damages. Therefore, notwithstanding the foregoing provisions of this Section 10, upon any such breach or any threat thereof, the non-breaching party may, at its option, seek temporary, preliminary, and permanent injunctive relief, and other provisional or ancillary remedies, and, subject to the terms of Section 8(d) hereof, to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations to keep the non-breaching party's Proprietary Information and Confidential Information confidential and secure, or the unauthorized use or release of any such Proprietary Information and Confidential Information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware. The obligations of the parties under this paragraph shall survive the expiration or termination for any reason of this Agreement.

- g. Bankruptcy Proceedings. In addition, the foregoing provisions of this Section 10 shall not be deemed to apply to or limit the right of the claiming party to pursue rights against the non-claiming party in a bankruptcy or insolvency proceeding.
- h. Exercise of Rights & Remedies Not A Waiver. The exercise of the rights and remedies set forth in Section 10(f)-(g) which are not subject to the judicial reference process described in this Section 10 shall constitute a waiver of the right of any party, including, but not limited to, the claiming party in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies.
- i. THIS SECTION 10 CONSTITUTES A “REFERENCE AGREEMENT” BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.
- j. Limitation on Actions. Any Dispute either party may have against the other with respect to this Agreement must be brought within two years after the cause of action arises. This Section 10 shall survive the expiration or termination for any reason of this Agreement.

11. GENERAL.

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

Client: 3435 West Temple Street

Los Angeles, CA 90026
Email: Adriana.Abich@caminonuevo.org

ExED: 1990 South Bundy Drive, Suite 340
Los Angeles, CA 90025
E-mail: tanderson@exed.org

- e. Assignment; Successors. This Agreement is personal, being entered into in reliance upon and in consideration of the skill, qualifications and representations of, and trust and confidence reposed in, ExED and its employees and its selected subcontractors. Accordingly, neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party, except that ExED may assign this Agreement to an affiliate which ExED controls. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- f. Force Majeure. Neither party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement, except for the payment of money as and when due, when such delay or failure arises from circumstances beyond the control and without the fault or negligence of such party. Such causes may include, without limitation, acts of God, acts of public enemies, acts of civil or military authority, labor disputes, material or component shortages, embargoes, rationing, quarantines, blockades, sabotage, utility or communication failures or delays, earthquakes, fire, flood, epidemics, riots or strikes. The time for performance of any act delayed by any such event may be postponed for a period equal to the period of such delay. In order to avail itself of rights under this Section 11(f), a party claiming force majeure excusal must provide written notice to the other party of the circumstances constituting force majeure within 15 days of their occurrence. The provisions of this Section 11(f) shall not excuse the payment of money by the parties when and as due, regardless of force majeure.
- g. Publicity. Client may act as a reference for ExED with respect to the Services upon ExED's reasonable request. ExED may issue press releases or identify Client in marketing materials provided that all references to Client are fair, accurate and not misleading and approved by Client in writing, in advance, in each instance.
- h. Headings. The headings of the several articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- i. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to principles of conflicts of law.
- j. Counterparts. This Agreement (and its schedules) may be executed in several counterparts, including electronic counterparts (such as facsimile or .pdf), each

of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart.

- k. Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES RENDERED HEREUNDER, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENUE FOR ANY ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SHALL BE LAID IN LOCAL OR FEDERAL COURTS LOCATED IN LOS, ANGELES, CALIFORNIA. THE PARTIES HEREBY WAIVE ANY DEFENSE OF INCONVENIENT FORUM.

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

CLIENT:

By: _____ Dated: _____,

Name: Adriana Abich

Title: Chief Executive Officer

ExED:

By: _____ Dated: _____,

Name: Tait Anderson

Title: Executive Vice President

SCHEDULE A:

SUMMARY OF BASIC SERVICES TO BE PERFORMED BY EXED

- 1) Budgeting
 - A) Budget Development
 - 1) Work with Client Administrator to develop an annual budget for each School (**6 budgets**) for the subsequent Fiscal Year, beginning in March of each year, for approval by Client's governing board no later than June 30th.
 - B) Budget Revisions
 - 1) Upon the approval of the State Budget, ExED will work with Client Administrator to perform any needed revisions to the Budget to reflect legislation adopted.
- 2) Financial Management, Reporting, and Forecasting
 - A) Standard Financial Reports
 - 1) Prepare and email and/or make electronically available Standard Financial Reports, or subset of Standard Financial Reports approved by Client Administrator, to Client Administrator. The reports will be provided at minimum quarterly and as needed for financial reporting and board meetings.
 - 2) In this Agreement, "Standard Financial Reports" shall mean:
 - (a) Financial Dashboard (excluded from July Financial Package)
 - (b) Cash Flow Forecast (excluded from July Financial Package)
 - (c) Financial Analysis (excluded from July Financial Package)
 - (d) Income Statement
 - (e) Balance Sheet
 - (f) Check Register
 - B) Financial Dashboard
 - 1) Prepare a dashboard which displays key indicators of financial health – income statement summary with variances and forecast, cash flow charts with actuals and forecast for the year, ADA chart with actuals and forecast, and balance sheet summary.
 - C) Cash Flow Forecast
 - 1) ExED will prepare a Cash Flow Forecast report for each School (**6 forecasts**) throughout the year as part of the Standard Financial Reports.
 - D) Financial Analysis
 - 1) ExED will perform on-going analysis of actual versus budget revenue and expenses and monitor cash flow.
 - E) Client & Board Meetings
 - 1) At a minimum once every quarter, ExED shall prepare and review Client's financials with Client Administrator.
 - 2) Prepare and present Client's financial health to the Board as appropriate, but no less than once every quarter, and including special Board meetings.
 - 3) Prepare and present Client's financial reports to Finance Committees as appropriate.
 - F) Chartering Authority Financial Reporting

- 1) Complete and submit all financial reporting required to Chartering Authority including First Interim, Second Interim, Unaudited Actuals, and Preliminary Budget as required by any mandated due dates.
- 3) Accounting and Bookkeeping Services
- A) General Ledger Maintenance
 - 1) Establish and maintain Client's general ledger per the account codes mandated by the California Department of Education. ExED will monitor and edit revenue and expenditure account code structure, add program and location codes when needed, and perform all other regular maintenance.
 - B) Bookkeeping
 - 1) Record all transactions into accounting system with appropriate coding to enable the required reporting.
 - C) Balance Sheet Reconciliation
 - 1) Perform monthly reconciliation of all bank statements. Quarterly perform reconciliation of remaining balance sheet accounts: Prepaid/Deposits, Accounts Receivable, Accounts Payable, Payroll Liability, Debt/Loans, and any Other Asset or Liability Item. Record monthly depreciation entries and update asset values for capitalized items.
 - D) Accounts Payable
 - 1) Process vendor invoices for payments, in accordance with Client fiscal policies.
 - 2) Complete 1099s for independent contractors.
 - E) Accounts Receivable
 - 1) Monitor receipt of revenue to ensure the Client receives all entitlements. Perform collection activities to receive past due funding from government agencies, not including initiation of legal proceedings.
 - F) Audit Preparation
 - 1) Collect, or arrange for Client to provide, all information required by Auditors for testing and audit report drafting.
 - 2) Prepare required schedules (e.g., accrual worksheet, fixed asset ledger, balance sheet account detail, etc.).
 - 3) Serve as the point of contact for all communication with the Auditors regarding financial data maintained by ExED.
 - 4) Prepare and collect required information for Auditor to complete the 990 tax return.
 - 5) Work and meet with Client's Audit Committee as needed.
- 4) Cash Management
- A) Cash Position Reports
 - 1) Prepare and distribute bi-weekly cash position report to the Client summarizing current bank balance, checks issued and accounts payable balance.
 - B) Loans & Lines of Credit
 - 1) Analyze working capital needs and assist client in preparing or renewing loan or line of credit applications if needed. In the case of state cash deferrals, prepare application for deferral exemptions if eligible.

5) Payroll Processing and Retirement Reporting

A) Payroll Processing

- 1) Paycom. The following provisions shall apply unless Client is using a Paycom Alternate for the term of this Agreement:
 - (a) Client shall maintain within the Paycom software, in a manner consistent with the information given to ExED, (i) employee information related to payroll processing and (ii) non-tax payment information, such as voluntary deductions and garnishments.
 - (b) Notify Client if Client does not have sufficient funds to cover its payroll amounts, taxes, processing charges and fees in Client's designated Demand Deposit Account, on or before 1:30 p.m., Central Time, based on one of the following schedules: Three (3) banking days prior to each check date, unless the check date is on a Saturday, Sunday, or bank holiday, in which case four (4) banking days prior to check date.
 - (c) Assist Client in instructing the Bank holding the Client's Demand Deposit Account to honor the charges as initiated from time to time by Paycom.
- 2) Paycom Alternate. If Client is using a Paycom Alternate for the term of this Agreement ExED will (i) process any status updates, new hires, terminations, and or informational changes in the payroll system based on information submitted by the Client on Status Change Request forms, and (ii) calculate and submit to federal and state authorities federal and state payroll tax payments and reports, as required by law and directed by Client.
- 3) Regular Payroll Schedules: ExED will provide the Client a payroll schedule for the calendar year which includes accrual period and deadlines for ExED to receive from the Client the following information: new hire documentation, personnel change forms and payroll time data for each respective pay period. The Client is responsible to submit all information by the deadlines established per Client's payroll schedule. If a client does not submit payroll information by the deadline or submits incomplete information and has to submit additional information after the payroll deadline, the Client will be charged a late fee of \$125.00 per payroll period.
- 4) If Client is closed for school break and cannot receive payroll package, Client can approve payroll package to be mailed to ExED. ExED will deliver the payroll package to Client at the next scheduled school meeting. At Client's direction and Client's expense, ExED can mail out each individual employee's paystub.

B) Retirement Reporting

- 1) STRS/PERS - ExED will timely submit monthly the required information to the local county office of education or the designated 3rd party administrator. The retirement division at the county office of education will then forward the information to CalSTRS/CalPERS. Reports submitted will be based on employee and payroll data provided by the Client unless Client does not provide required data. If Client does not provide the required employee and payroll data, ExED will use its knowledge of the respective retirement program to report the necessary information but cannot guarantee it will comply with all retirement program requirements. ExED will coordinate remittance of STRS/PERS contributions with the county office of education accounting department via check, ACH or debit from Client's apportionment account.

- 2) Other retirement plans (e.g., 403B, 401K, 457, etc.) – ExED will process appropriate deductions for employees upon receipt of appropriate paperwork from the Client. ExED will submit payment to the applicable retirement company based on Client payroll schedule.
- 6) Compliance and Data Management Services
- A) Categorical Funding Applications
 - 1) Prepare funding applications for funding sources identified in Client’s Budget. This includes the following (if applicable): Consolidated Application (ConApp), SB 740 Facility Grant Program, and the Facilities Incentive Grant, if the Client is eligible and requests that ExED complete the application.
 - 2) Assist with budget/financial sections of Public Charter Schools Grant Program (PCSGP) and other grant applications, if applicable.
 - B) Compliance and Fiscal Reporting
 - 1) Prepare preliminary Budget report and submit to Chartering Authority in required format.
 - 2) Provide Local Control Funding Formula (LCFF) funding numbers (LCFF Base Revenue, LCFF Supplemental and Concentration, and Minimum Proportionality Percentage) required for Local Control and Accountability Plan (LCAP).
 - 3) Prepare and disseminate fiscal reports to lenders and creditors as appropriate.
 - 4) Prepare and submit Title I, II, III, IV and V reporting as appropriate.
 - 5) If appropriate, complete After School Educational & Safety program reporting.
 - 6) Prepare per pupil expenditure section of the School Accountability Report Card (SARC).
 - 7) Prepare school expenditure section of the Civil Rights Data Collection.
 - C) Nutrition Claims Reporting
 - 1) Prepare and submit year-end Cost and Revenue reporting.
 - 2) Provide assistance in preparing for financial components of the School Nutrition Program administrative review.
- 7) Other Support Systems, Tools, and Services
- A) myExED Portal
 - 1) Provide secure access to myExED Portal (myexed.org) for relevant Client staff to access ExED applications and exchange necessary information.
 - 2) From within the myExED Portal, ExED will provide select Client staff access to various applications, including but not limited to the following:
 - (a) Box - FileShare
 - (b) Power BI - Financials
 - (c) ScreenSteps - Knowledge Base
 - (d) SpendBridge - Marketplace
 - (e) ExED Business Guide
- 8) EXCLUSIONS & ADDITIONS.
- A) The following services, responsibilities and activities are hereby expressly excluded

from the Services, together with any services, responsibilities and activities by ExED on behalf of the Client not specifically set forth on this Schedule A:

- 1) Managing or designing Human Resources processes to ensure Client compliance as the employer of record.
 - 2) Managing or confirming accuracy of vacation and sick accrual balances.
 - 3) Identifying or applying for private grants. Should a client receive a private grant, client is responsible for tracking and informing ExED of financial reporting requirements.
 - 4) Developing Local Control and Accountability Plan (LCAP) goals and actions or identifying actions that contribute to increasing or improving services for unduplicated pupils.
 - 5) Drafting the narrative sections of the Budget Overview of Parents.
 - 6) Ensuring compliance for programs paid for with restricted funds, including determining allowable expenses and completing time and effort reporting.
 - 7) Preparing and filing property tax exemption forms.
 - 8) System for Award Management (SAM) registration or renewal registration.
 - 9) Maintaining corporation/non-profit status including Statement of Information filings.
 - 10) Obtaining or renewing liability and worker's compensation insurance.
 - 11) Ensuring Brown Act compliance or providing Brown Act training.
- B) The following services, responsibilities and activities are available as part of the Services, as requested by the Client in writing, for the additional charges and fees described below:
- 1) For new charter school petitions, ExED will prepare the budget to be submitted with the petition for an additional fee of \$3,000.
 - 2) Rush Checks: Rush checks are strongly discouraged. The Client will be allowed one rush check a month. After that, the Client will be charged a fee of thirty dollars (\$30.00) per rushed check requested by the Client or as a result of the Client's acts or omissions (e.g., invoices held up at the Client site). The Client will also be charged the cost of delivery, if applicable. Rush Checks are defined as checks requested to be sent out immediately, outside normal weekly processing schedule.
 - 3) Supplemental Payroll Schedules: For all supplemental payroll schedules requested by the Client, ExED will charge Client at the following rates (note: Client may incur charges from Paycom in addition to ExED charges outlined below):
 - (a) Late Submission/Unexpected Payroll Schedules: The Client will be charged a fee of thirty dollars (\$30.00) per check. Such supplemental checks include, but are not limited to:
 - (i) Late Submission of Payroll Data: If the Client submits late payroll information and specifically requests checks be processed as a supplemental run:
 - (ii) Supplemental Checks Regarding Terminating Employees:
 - (i) Involuntary Termination by the Client: California law generally

requires an employee who is being terminated to receive a check upon exit from the Client. If the Client anticipates an employee termination, the Client is expected to communicate with ExED's payroll contact as soon as it becomes aware of the termination and work together to get the check to the Client as expeditiously as possible.

- (ii) Voluntary Termination by Employee: California law generally requires an employee to be paid within 72 hours of terminating. The Client is expected to provide payroll information to ExED's payroll contact immediately upon notification of a terminating employee.
 - (iii) Supplemental Checks Regarding Employees Going on Family/Maternity Leave or Family Medical Leave: The Client is expected to communicate with ExED's payroll contact as soon as it becomes aware that an employee is going on family/maternity leave or leave that falls under the Family and Medical Leave Act.
- (b) Scheduled Bonus/Stipend Supplemental Runs: When a bonus/stipend payroll is agreed upon in advance and ExED is given sufficient lead time to prepare, the Client will not be charged. If the Client requires a quick turnaround (less than 72 hours), ExED will charge the Client thirty dollars (\$30.00) per check.
 - (c) Unscheduled/Emergency Supplemental Runs: When a special check is requested without advance notice and preparation time, the Client will be charged thirty dollars (\$30.00) per check.
- 4) ExED will charge \$125/hour for work related to securing facility financing (e.g. providing financial analysis, developing financial scenarios, and preparing financial reporting that is required to assist Client in securing (or applying for) facility financing)
 - 5) ExED will charge \$125/hour for making corrections related to STRS audits.

EXHIBIT 1

Excellent Education Development Management and Accounting Services Agreement - NOTICE OF TERMS SUPPLEMENT

Reference is made to that certain Excellent Education Development Management and Accounting Services Agreement between Camino Nuevo Charter Academy, a California nonprofit public benefit corporation (“Client”), and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, dated the 30th day of June 2021 (the “Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Unless a Notice of Non-Renewal is received by ExED within 60 days of the date hereof, the Agreement Term is hereby extended for a period of one year from June 30th of the year in which this Notice of Terms Supplement (“Notice”) is delivered, on the same terms and conditions as contained in the Agreement, except as expressly set forth below.

1. **SERVICE FEES AND RELATED EXPENSES.**

- a. ExED’s fees and related charges are hereby amended, modified and/or supplemented as follows:
 - (i) ExED’s monthly fees for [Basic Services/Additional Services] are hereby [increased to ____] effective [July 1st of the current year].
 - (ii) ExED’s out-of-pocket-expenses will not exceed [\$____] per month without the prior, written authorization from Client.
 - (iii) ExED’s [late payment charge for Service fees/rush check fee /late payroll information fee/ _____] is hereby [increased to __] effective [July 1st of the current year].
 - (iv) [_____].

2. **OTHER CHANGES.**

- a. The Agreement is hereby amended, modified and/or supplemented as follows:
 - (i) [_____].

3. **AGREEMENT IN FULL FORCE IN EFFECT; NOTICE OF NON-RENEWAL REQUIRED TO TERMINATE.**

- a. The Agreement remains in full force and effect, on its original terms and conditions, except as may be modified by this (and any prior) Notices. The Agreement, together with this Notice (and any prior Notice) shall be taken

together and construed as the complete agreement of the parties. If Client does not wish to extend the Term of the Agreement as described in this Notice, Client is required by the terms of the Agreement to deliver a Notice of Non-Renewal to ExED no later than 60 days from the date of this Notice.

We thank you for your continued collaboration,

ExED:

By: _____

Dated: _____,

Name: _____

Title: _____

EXHIBIT 2

Excellent Education Development Management and Accounting Services Agreement - NOTICE OF NON-RENEWAL

- b. Reference is made to that certain Excellent Education Development Management and Accounting Services Agreement between Camino Nuevo Charter Academy, a California nonprofit public benefit corporation (“Client”), and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, dated the 30th day of June 2021 (the “Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.
- c. The Client is in receipt of a Notice of Terms Supplement from ExED as provided for under the Agreement, and as per the terms of the Agreement and the Notice of Terms Supplement, Client has 60 days to issue a Notice of Non-Renewal terminating the Agreement.

4. NOTICE OF NON-RENEWAL.

- a. Client hereby elects to issue this Notice of Non-Renewal, terminating the Agreement, effective as of June 30th of the year in which this Notice of Non-Renewal is delivered. Those provisions of the Agreement which by their express terms survive expiration or termination of the Agreement shall remain in full force and effect.

Client:

By: _____

Dated: _____,

Name: _____

Title: _____

Cover Sheet

2021-22 CNCA Regular Board Meeting Dates

Section: IV. Consent Agenda
Item: I. 2021-22 CNCA Regular Board Meeting Dates
Purpose:
Submitted by: Leylani Lira
Related Material: 2021-22 Proposed CNCA Board Meeting Dates.pdf

BACKGROUND:
2021 CNCA Regular Board Meeting Dates

RECOMMENDATION:
Approve



2021-22 CNCA Regular Board Meeting Dates

August 10, 2021, 4:00 pm – 6:00 pm

September 7, 2021, 4:00 pm – 6:00 pm

November 9, 2021, 4:00 pm – 6:00 pm

January 11, 2022, 4:00 pm – 6:00 pm

March 8, 2022, 4:00 pm – 6:00 pm

May 10, 2022, 4:00 pm – 6:00 pm

June 14, 2022, 3:30pm – 6:00 pm

Start times are subject to change

Cover Sheet

Fall 2021 Full Reopening Plan

Section: V. Education Committee
Item: A. Fall 2021 Full Reopening Plan
Purpose: Vote
Submitted by: Rachel Hazlehurst
Related Material: Full Reopening Plan June 2021.pdf

BACKGROUND:

CNCA is seeking the recommendation of the Education Committee for approval of the full reopening of all CNCA schools in the 21-22 school year.

RECOMMENDATION:

Approve

Academic Update: Reopening Plan

VP of Curriculum and Instruction

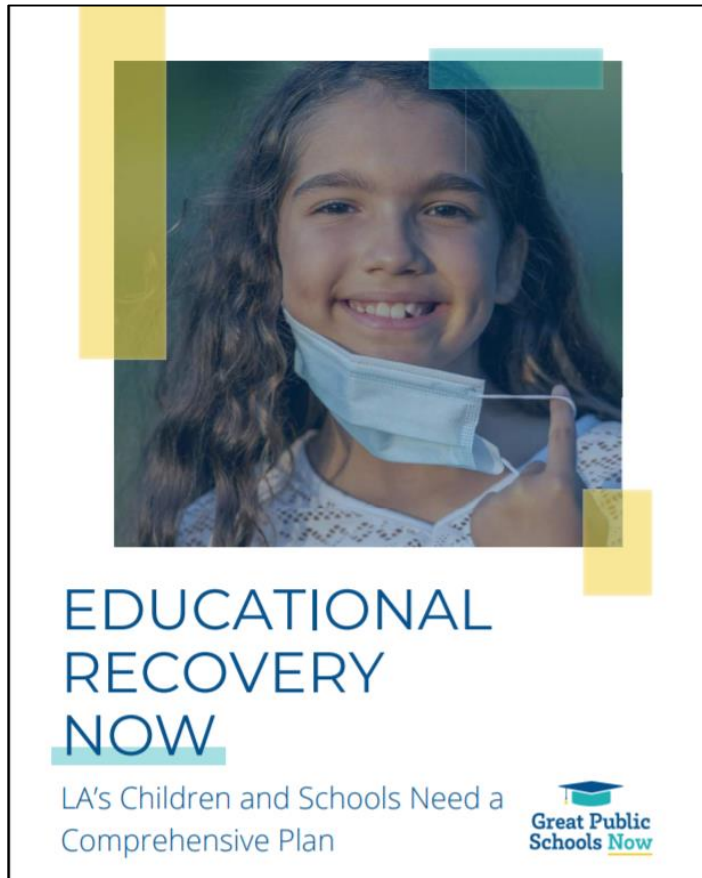
Rachel Hazlehurst

Pivot: From Hybrid to Full Reopening

- ❖ Full reopening = 100% of students who opt in will be able to come every day for a full instructional day
- ❖ Distance learning option = for the 1st semester of 21-22, families who opt out will be offered a full distance learning option
 - This will be different than our current model
 - It may be through an independent study model
 - It may have to be through an external agency
 - We are not yet certain as to what will be allowed



Our Grounding Principles



From GPSN's "Educational Recovery Now"

- ❖ Prioritize healing, mental health, and connectedness
- ❖ Implement a bold learning plan that differentiates for students' needs.
- ❖ Focus on learning acceleration, rather than traditional remediation.
- ❖ Continue to deepen our partnership with families.

A Holistic Approach

“Hybrid” Committees provided input on:

- ❖ Socioemotional Learning & Community Building (for students and staff)
- ❖ Academic Intervention
- ❖ Communication (for families and staff)
- ❖ Professional Development Needs
- ❖ Student Schedules (accommodating for the transition back)

Cover Sheet

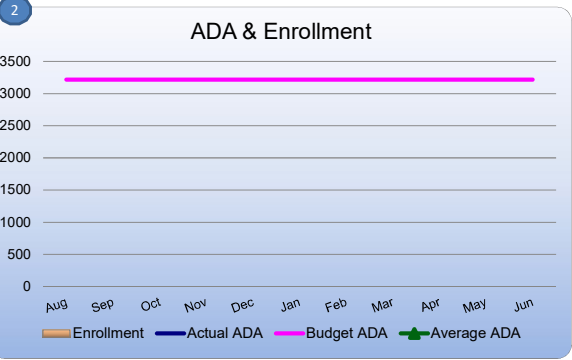
April 2021 Financial Reports

Section: VIII. Finance
Item: A. April 2021 Financial Reports
Purpose: Discuss
Submitted by:
Related Material: 04.21 - CNCA Consolidated - Financial Packet.pdf

CAMINO NUEVO CHARTER ACADEMY - Financial Dashboard (April 2021)

1 Key Performance Indicators

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



KEY POINTS

Due to school closures related to COVID-19, schools are to be funded on FY19-20 ADA. An exception was allowed for new schools and schools that budgeted growing enrollment during FY20-21. For growing schools, ADA can be calculated based on enrollment on Census Day (Oct. 7th) at the state average ADA rate. All of Camino's charters are being forecasted at FY19-20 P2 ADA with the exception of Burlington. As such, an increase of 2.44 ADA is reflected in the forecast for Burlington site.

Camino Nuevo is forecasted to have a net income of \$4.1M, \$1.4M higher than the revised budget.

3 Average Daily Attendance Analysis

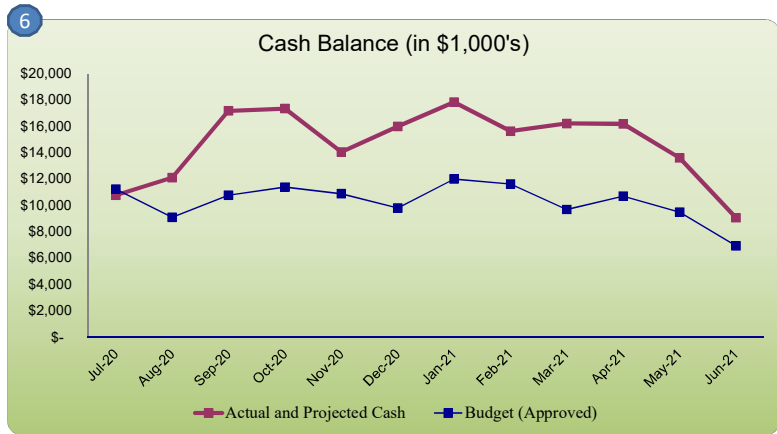
Category	Forecasted P2	Budgeted P2	Better/(Worse)	Prior Month Forecast	Prior Year P2
Enrollment	3,367	3,374	(7)	3,374	3,374
ADA %	95.0%	95.0%	0.0%	95.3%	95.0%
Average ADA	3,218.84	3,216.40	2.44	3,216.40	3,216.40

4 LCFF Supplemental & Concentration Grant Factors

Category	Budget	Forecast	Variance	Prior Year
Unduplicated Pupil %	95.3%	94.9%	-0.4%	96.9%
3-Year Average %	96.4%	96.3%	-0.1%	96.9%
District UPP C. Grant Cap	85.4%	85.4%	0.0%	85.4%

5 INCOME STATEMENT

INCOME STATEMENT	Forecast	VS. Budget		FY 20-21 YTD			Historical	
	As of 04/30/21	FY 20-21 Budget	Variance B/(W)	Actual YTD	Budget YTD	Variance B/(W)	FY 19-20	FY 18-19
Local Control Funding Formula	36,560,561	36,576,273	(15,712)	25,736,727	26,372,771	(636,044)	36,599,448	35,940,325
Federal Revenue	7,046,670	9,617,650	(2,570,980)	7,014,170	7,320,888	(306,719)	4,111,838	4,496,695
State Revenue	2,427,850	2,440,492	(12,641)	2,032,464	1,185,315	847,149	2,178,012	3,448,880
Other Local Revenue	2,598,287	2,397,099	201,188	2,277,105	2,062,528	214,576	2,594,054	2,707,106
Grants/Fundraising	273,292	101,470	171,822	234,069	81,343	152,726	290,775	232,077
TOTAL REVENUE	48,906,660	51,132,984	(2,226,323)	37,294,535	37,022,846	271,689	45,774,128	46,825,082
<i>Total per ADA</i>	15,194	15,898	(704)				14,231	14,340
<i>w/o Grants/Fundraising</i>	15,109	15,866	(757)				14,141	14,269
Certificated Salaries	14,399,017	14,844,568	445,550	11,538,296	12,126,678	588,383	14,590,028	15,370,887
Classified Salaries	4,009,383	4,168,986	159,602	3,212,962	3,382,555	169,593	4,074,554	4,281,418
Benefits	5,264,760	5,716,708	451,948	4,228,672	4,746,708	518,036	5,451,944	5,595,193
Student Supplies	4,060,167	6,004,156	1,943,989	3,043,023	5,457,949	2,414,926	2,840,804	3,293,053
Operating Expenses	15,068,314	15,766,746	698,432	10,335,409	12,112,525	1,777,116	15,850,766	18,681,487
Other	2,052,105	1,935,620	(116,485)	1,684,941	1,600,596	(84,346)	1,996,297	1,886,848
TOTAL EXPENSES	44,853,747	48,436,783	3,583,037	34,043,303	39,427,011	5,383,708	44,804,393	49,108,885
<i>Total per ADA</i>	13,935	15,059	1,125				13,930	15,039
NET INCOME / (LOSS)	4,052,913	2,696,200	1,356,713	3,251,232	(2,404,165)	5,739,743	969,735	(2,283,803)
OPERATING INCOME	5,719,296	4,246,099	1,473,198	4,634,190	(1,105,552)	5,739,743	2,564,627	(811,297)
EBITDA	6,105,018	4,631,821	1,473,198	4,936,173	(803,569)	5,739,743	2,966,033	(396,956)



Year-End Cash Balance

Projected	Budget	Variance
9,067,659	6,943,857	2,123,802

7 Balance Sheet

Balance Sheet	6/30/2020	3/31/2021	4/30/2021	6/30/2021 FC
Assets				
Cash, Operating	10,771,361	16,225,667	16,205,607	9,067,659
Cash, Restricted	0	0	0	0
Accounts Receivable	4,974,462	89,845	89,572	10,150,035
Due From Others	198,461	229,789	207,065	206,984
Other Assets	359,888	103,817	139,538	443,285
Net Fixed Assets	58,120,694	57,874,329	57,746,344	57,462,919
Total Assets	74,424,866	74,523,447	74,388,125	77,330,882
Liabilities				
A/P & Payroll	3,054,300	1,217,662	1,235,818	3,312,182
Due to Others	1,701,100	692,572	1,006,757	532,319
Deferred Revenue	19,000	0	0	829,456
Total Debt	20,693,733	19,937,585	19,937,585	19,647,279
Total Liabilities	25,468,133	21,847,819	22,180,160	24,321,236
Equity				
Beginning Fund Bal.	47,986,997	48,956,733	48,956,733	48,956,733
Net Income/(Loss)	969,735	3,718,895	3,251,232	4,052,913
Total Equity	48,956,733	52,675,628	52,207,965	53,009,646
Total Liabilities & Equity	74,424,866	74,523,447	74,388,125	77,330,882

Available Line of Credit

Days Cash on Hand	91	136	137	77
Cash Reserve %	24.9%	37.3%	37.5%	21.0%



CAMINO NUEVO CHARTER ACADEMY
FY20-21 BUDGET SUMMARY
 Prepared by ExED. For use by ExED and ExED clients only. © 2020 ExED

	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS - Miramar		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast
Enrollment	584	577	708	708	470	470	264	264	734	734	637	637	260	260	451	451	-	-	3,374	3,367
ADA	548.65	551.09	670.18	670.18	459.07	459.07	260.12	260.12	719.19	719.19	606.12	606.12	245.31	245.31	426.95	426.95	-	-	3,216.40	3,218.84
ADA %	95%	96%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	-	-	95%	95%
UPP	100%	100%	95%	95%	99%	99%	97%	97%	98%	98%	92%	92%	97%	97%	98%	96%	0%	0%	97%	97%
Income																				
8011-8098 - Local Control Funding Formula Sources																				
8011 Local Control Funding Formula	3,426,214	3,452,502	4,095,615	4,097,727	2,918,524	2,919,810	1,542,547	1,539,941	4,461,070	4,459,751	3,686,195	3,686,190	1,888,385	1,888,561	4,171,250	4,187,420	-	-	21,728,729	21,772,151
8012 Education Protection Account	1,036,924	1,076,368	1,270,507	1,312,997	863,851	892,741	489,479	505,848	1,353,330	1,398,590	1,146,990	1,185,349	553,381	571,888	85,390	85,390	-	-	5,446,521	5,630,581
8019 Local Control Funding Formula - Prior Year	-	66,665	-	83,194	-	56,978	-	32,289	-	89,267	-	75,260	-	30,443	-	53,005	-	-	-	397,835
8096 In Lieu of Property Taxes	1,603,616	1,568,143	1,958,829	1,907,017	1,341,788	1,306,297	760,289	740,179	2,102,077	2,046,477	1,771,592	1,724,733	717,002	698,037	1,247,907	1,214,899	-	-	9,401,023	9,159,306
8098 In Lieu of Property Taxes, Prior Year	-	(68,116)	-	(83,196)	-	(56,974)	-	(32,292)	-	(89,266)	-	(75,285)	-	(30,443)	-	(53,006)	-	-	-	(399,312)
Total 8011-8098 - Local Control Funding Formula Sources	6,066,754	6,095,562	7,324,951	7,317,739	5,124,163	5,118,853	2,792,314	2,785,965	7,916,478	7,904,818	6,604,776	6,596,247	3,158,768	3,158,487	5,504,546	5,487,708	-	-	36,576,273	36,560,561
8100-8299 - Federal Revenue																				
8181 Special Education - Federal (IDEA)	113,730	112,268	138,922	136,529	95,161	93,522	53,920	52,992	149,081	146,513	125,643	123,479	50,850	49,975	88,502	86,978	-	-	666,728	655,742
8221 Child Nutrition - Federal	417,524	238,656	363,394	88,822	289,364	144,656	125,972	2,188	415,336	146,844	240,239	77,112	103,062	18,012	225,415	53,537	-	-	1,764,970	622,983
8223 CACFP Supper	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8291 Title I	317,758	310,690	278,440	277,131	229,436	224,332	130,012	127,121	359,448	351,453	264,892	259,000	162,660	144,485	205,249	200,685	-	-	1,588,447	1,543,444
8292 Title II	30,699	29,060	37,047	33,762	27,324	24,531	15,483	13,900	42,807	38,431	31,378	29,605	13,715	12,171	23,453	22,232	-	-	179,099	165,261
8294 Title III	35,578	35,578	25,854	25,854	32,718	32,718	11,211	11,211	43,930	43,930	22,880	22,880	7,093	7,093	9,038	9,038	-	-	144,373	144,373
8295 Title IV, SSAE	23,704	23,814	20,771	20,868	17,115	17,195	10,000	9,744	27,115	26,939	19,760	19,852	12,277	12,190	15,311	15,382	-	-	118,938	119,045
8296 Title IV, PCSGP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8297 Facilities Incentive Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8299 All Other Federal Revenue	895,542	603,038	1,037,287	758,303	713,487	496,795	399,019	281,514	1,112,506	778,309	911,251	655,384	454,070	454,818	744,439	545,970	-	-	5,155,095	3,795,822
Total 8100-8299 - Other Federal Income	1,834,535	1,353,104	1,901,715	1,341,269	1,404,605	1,033,749	745,618	498,670	2,150,222	1,532,419	1,616,043	1,187,311	803,727	698,744	1,311,407	933,822	-	-	9,617,650	7,046,670
8300-8599 - Other State Revenue																				
8520 Child Nutrition - State	32,072	19,074	25,032	7,012	21,039	11,459	9,473	159	30,512	11,617	18,520	5,754	7,645	1,484	17,639	4,425	-	-	131,420	49,366
8550 Mandate Block Grant	9,252	9,252	11,301	11,301	7,741	7,741	4,386	4,386	12,127	12,127	10,221	10,221	11,498	11,498	20,011	20,011	-	-	74,409	74,409
8561 State Lottery - Non Prop 20	82,298	82,664	100,527	100,527	68,861	68,861	39,018	39,018	107,879	107,879	90,918	90,918	36,797	36,797	64,043	64,043	-	-	482,460	482,826
8562 State Lottery - Prop 20	26,884	27,003	32,839	32,839	22,494	22,494	12,746	12,746	35,240	35,240	29,700	29,700	12,020	12,020	20,921	20,921	-	-	157,604	157,723
8560 Lottery Revenue	109,181	109,667	133,366	133,366	91,355	91,355	51,764	51,764	143,119	143,119	120,618	120,618	48,817	48,817	84,963	84,963	-	-	640,064	640,549
8587 State Grant Pass-Through	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8591 SB740	295,637	295,637	-	-	-	-	131,357	131,357	131,357	131,357	-	-	-	-	319,767	319,767	-	-	746,761	746,761
8592 State Mental Health	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8593 After School Education & Safety	139,137	177,559	177,559	177,559	177,559	177,559	-	-	177,559	177,559	41,666	53,172	-	-	-	-	-	-	535,922	585,849
8594 Supplemental Categorical Block Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8599 State Revenue - Other	51,703	57,703	62,507	75,507	43,101	43,101	24,423	24,423	67,524	67,524	56,365	56,365	26,949	26,949	46,868	46,868	-	-	311,916	330,916
Total 8300-8599 - Other State Income	636,982	668,891	409,765	404,745	340,795	331,214	221,403	212,089	562,198	543,303	247,390	246,129	94,909	88,747	489,249	476,035	-	-	2,440,492	2,427,850
8600-8799 - Other Local Revenue																				
8631 Sale of Equipment & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8634 Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650 Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660 Interest & Dividend Income	24,000	18,000	18,000	12,000	17,490	10,000	7,500	6,000	24,990	16,000	15,000	12,000	-	4,239	18,000	10,000	-	-	99,990	72,239
8662 Net Increase (Decrease) in Fair Value of Investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8681 Intra-Agency Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8682 Childcare & Enrichment Program Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8689 All Other Fees & Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8692 Grants	15,500	15,500	22,470	22,470	10,500	10,500	-	37,375	10,500	47,875	25,000	41,350	-	-	25,000	26,165	-	-	98,470	153,360
8694 In Kind Donations	-	-	-	-	-	15,000	-	-	-	15,000	-	-	-	-	-	92,732	-	-	-	107,732
8695 Contributions & Events	-	3,019	-	3,023	-	3,016	-	1,002	-	4,018	-	21	-	2,009	-	110	-	-	-	12,201
8696 Other Fundraising	-	-	-	-	-	-	-	-	-	-	-	-	3,000	-	-	-	-	-	-	3,000
8697 E-Rate	13,440	13,440	14,776	14,776	14,776	14,776	14,776	14,776	29,552	29,552	14,776	14,776	16,741	19,947	16,741	16,741	-	-	106,025	109,231
8698 SELPA Grants	-	14,179	80,000	121,875	-	17,482	-	9,907	-	27,389	-	16,524	-	4,192	-	16,724	-	-	80,000	200,883
8699 All Other Local Revenue	-	2,692	-	6,062	-	2,195	-	393	-	2,588	-	6,039	-	1,238	-	6,766	-	-	-	25,384
8792 Transfers of Apportionments - Special Education	360,106	347,462	439,873	422,548	301,311	289,444	170,730	164,006	472,040	453,449	397,827	382,159	161,009	154,668	280,229	269,192	-	-	2,111,084	2,029,479
Total 8600-8799 - Other Income-Local	413,046	414,292	575,119	602,754	344,077	362,413	193,006	233,458	537,082	595,872	452,603	472,869	180,750	186,293	339,969	438,428	-	-	2,498,569	2,710,508
Prior Year Adjustments	</																			

CAMINO NUEVO CHARTER ACADEMY
FY20-21 BUDGET SUMMARY
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	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS - Miramar		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast
1211 Certificated Pupil Support - Librarians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1213 Certificated Pupil Support - Guidance & Counseling	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1215 Certificated Pupil Support - Psychologist	58,510	57,769	71,474	70,568	48,249	48,206	27,746	27,394	75,994	75,600	77,341	66,110	26,168	25,837	45,512	44,935	-	-	355,000	340,818
1299 Certificated Pupil Support - Other	113,759	61,385	138,965	138,359	85,516	56,727	79,859	32,462	165,375	89,190	112,328	74,799	50,878	31,269	88,487	54,382	-	-	669,791	449,383
1300 Certificated Supervisors' & Administrators' Salaries	411,775	426,194	412,901	410,573	379,281	389,033	260,761	257,457	640,043	646,490	403,979	413,789	278,118	292,172	543,052	531,292	-	-	2,689,869	2,720,510
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 1000 - Certificated Salaries	2,399,944	2,329,480	2,890,954	2,742,625	1,981,415	1,854,678	1,159,417	1,097,291	3,140,832	2,951,969	2,732,842	2,682,975	1,293,225	1,372,552	2,386,771	2,319,417	-	-	14,844,568	14,399,017
2000 - Classified Salaries																				
2111 Instructional Aide & Other Salaries	313,298	272,971	294,306	299,876	177,415	182,559	20,559	34,983	197,974	217,542	322,002	320,230	94,861	85,875	99,201	89,237	-	-	1,321,641	1,285,731
2121 After School Staff Salaries	-	-	-	-	-	-	-	-	-	-	-	1,085	-	-	-	-	-	-	-	-
2131 Classified Teacher Salaries	112,456	48,449	-	4,000	26,779	30,868	-	2,200	26,779	33,068	-	1,875	-	-	-	-	-	-	139,235	87,393
2200 Classified Support Salaries	107,252	105,161	135,624	101,606	96,823	80,267	52,421	50,918	149,243	131,185	81,153	58,619	81,862	63,704	75,692	73,351	-	-	630,826	533,626
2300 Classified Supervisors' & Administrators' Salaries	-	-	-	1,000	-	1,000	-	-	-	1,000	-	1,000	-	-	-	-	-	-	-	-
2400 Classified Office Staff Salaries	163,629	163,186	178,370	162,651	174,027	169,621	122,541	118,388	296,568	288,009	183,582	181,374	132,959	163,614	169,909	174,811	-	-	1,125,018	1,133,645
2900 Other Classified Salaries	157,448	157,141	177,941	192,404	132,692	141,415	82,352	77,998	215,044	219,413	235,176	225,503	45,518	29,502	121,139	140,941	-	-	952,267	964,903
Total 2000 - Classified Salaries	854,082	746,909	786,242	761,538	607,735	605,730	277,873	284,487	885,608	890,217	821,914	789,686	355,199	342,695	465,941	478,339	-	-	4,168,986	4,009,383
3000 - Employee Benefits																				
3111 STRS - State Teachers Retirement System	387,591	370,110	466,889	441,629	319,999	290,180	187,246	174,674	507,244	464,854	441,354	432,548	208,856	215,110	385,463	376,740	-	-	2,397,398	2,300,990
3212 PERS - Public Employee Retirement System	176,795	162,368	162,752	155,797	125,801	133,081	57,520	56,846	183,321	189,927	170,136	162,868	73,526	78,990	96,450	99,173	-	-	862,980	849,124
3213 PARS - Public Agency Retirement System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3311 OASDI - Social Security	52,953	48,124	48,747	47,479	37,680	40,146	17,228	18,285	54,908	58,432	50,959	48,477	22,022	24,196	28,888	29,671	-	-	258,477	256,380
3331 MED - Medicare	47,183	44,299	53,319	50,270	37,543	35,390	20,841	19,712	58,383	55,102	51,544	49,829	23,902	24,952	41,364	40,338	-	-	275,697	264,590
3401 H&W - Health & Welfare	265,942	268,078	317,851	282,421	242,807	233,491	82,968	81,015	325,775	314,505	309,847	236,128	136,418	108,108	245,843	217,520	-	-	1,601,676	1,426,761
3501 SUI - State Unemployment Insurance	1,627	1,526	1,839	1,732	1,295	1,218	719	681	2,013	1,899	1,777	1,688	824	853	1,426	1,397	-	-	9,507	9,096
3601 Workers' Compensation Insurance	50,658	37,219	59,024	36,135	46,916	22,138	22,107	15,126	69,023	37,264	56,722	39,560	28,904	16,159	46,642	30,334	-	-	310,974	196,672
3751 OPEB, Active Employees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3901 Other Retirement Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3902 Other Benefits	-	(6,800)	-	(4,853)	-	(2,285)	-	(3,296)	-	(5,581)	-	(6,795)	-	(7,248)	-	(7,577)	-	-	-	(38,853)
Total 3000 - Employee Benefits	982,750	924,925	1,110,421	1,010,611	812,039	753,358	388,629	363,043	1,200,668	1,116,401	1,082,339	964,305	494,453	460,922	846,078	787,597	-	-	5,716,708	5,264,760
4000 - Supplies																				
4111 Core Curricula Materials	82,261	95,207	2,200	24,719	1,071	5,305	6,257	6,292	7,328	11,598	8,255	9,732	7,000	7,000	18,415	17,425	-	-	125,459	165,681
4211 Books & Other Reference Materials	13,116	15,075	7,356	20,769	12,825	12,825	1,754	1,754	14,578	14,578	4,356	4,356	500	1,408	4,598	6,598	-	-	44,504	62,784
4311 Student Materials	134,388	142,814	120,872	115,298	107,327	109,217	59,267	60,357	166,594	169,574	95,970	99,035	66,138	80,175	87,293	82,757	-	-	671,253	689,652
4351 Office Supplies	18,000	13,500	14,400	14,400	19,200	19,200	12,000	12,000	31,200	31,200	15,600	15,600	15,000	15,000	13,200	13,200	-	-	107,400	102,900
4371 Custodial Supplies	77,303	77,303	95,315	95,315	92,306	76,306	47,966	37,389	140,272	113,695	97,746	76,746	54,904	43,762	89,448	74,448	-	-	554,988	481,269
4391 Food (Non Nutrition Program)	2,400	2,400	-	521	3,600	3,600	2,400	960	6,000	4,560	-	547	840	840	1,680	510	-	-	10,920	9,378
4392 Uniforms	1,500	1,500	2,000	2,000	1,500	17,050	-	-	1,500	17,050	2,000	2,000	2,500	2,500	6,500	2,000	-	-	16,000	27,050
4393 PE & Sports Equipment	900	900	5,000	5,000	1,000	1,000	1,000	4,918	2,000	5,918	1,500	6,783	2,000	-	2,500	2,500	-	-	13,900	21,101
4395 Before & After School Program Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4399 All Other Supplies	24,302	33,270	25,500	43,723	22,566	39,566	15,750	26,327	38,316	65,893	17,734	35,421	19,500	40,642	31,500	48,500	-	-	156,852	267,448
4390 Other Supplies	29,102	38,070	32,500	51,243	28,666	61,216	19,150	32,205	47,816	93,421	21,234	44,751	24,840	43,982	42,180	53,510	-	-	197,672	324,977
4411 Non Capitalized Equipment	330,856	238,065	446,855	337,323	355,125	274,331	122,940	82,883	478,066	357,214	488,298	284,491	281,541	150,077	321,809	193,788	-	-	2,347,423	1,560,958
4711 Nutrition Program Food & Supplies	452,250	235,338	423,419	91,599	289,358	161,247	154,100	3,352	443,458	164,599	292,305	87,215	115,802	29,103	228,222	64,093	-	-	1,955,456	671,946
4713 CACFP Supper Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 4000 - Supplies	1,137,275	855,372	1,142,916	750,666	905,878	719,647	423,434	236,232	1,329,312	955,879	1,023,764	621,926	565,725	370,506	805,164	505,819	-	-	6,004,156	4,060,167
5000 - Operating Services																				
5211 Travel & Conferences	16,000	16,000	1,000	4,000	-	1,610	1,597	1,597	1,597	3,207	-	-	-	-	620	3,590	-	-	19,217	26,797
5311 Dues & Memberships	9,670	9,600	11,420	11,420	6,947	6,947	3,270	3,270	10,217	10,217	8,500	8,500	15,531	15,531	13,640	13,640	-	-	68,978	68,908
5451 General Insurance	-	-	-	-	-	3,784	22,000	22,826	22,000	26,611	-	-	-	-	3,904	3,998	-	-	25,904	30,609
5511 Utilities	136,123	102,225	104,466	81,349	142,541	113,800	49,505	39,156	192,046	152,956	127,924	110,880	114,840	99,073	120,870	118,020	-	-	796,269	664,502
5521 Security Services	3,360	35,597	900	2,318	-	355	1,560	2,646	1,560	3,001	-	469	-	190	4,590	3,207	-	-	10,410	44,782
5531 Housekeeping Services	63,648	60,588	126,052	46,110	81,796	49,116	81,796	49,116	81,796	49,116	94,276	63,894	11,980	16,180	61,003	50,0				

CAMINO NUEVO CHARTER ACADEMY
FY20-21 BUDGET SUMMARY
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	CNCA - Burlington		CNCA#2 - Kayne Siart		CNCA#3 - Castellanos		CNCA#3 - Eisner		CNCA#3 - Consolidated		CNCA#4 - Cisneros		CNHS - Miramar		CNHS#2 - Dalzell Lance		Central Administration		Camino Nuevo - Consolidated	
	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast	2020-21 Budget - Approved	2020-21 Forecast
5844 After School Services	139,137	187,912	177,559	190,559	168,681	177,559	-	-	168,681	177,559	41,666	53,172	-	-	-	34,569	-	-	527,044	643,771
5849 Other Student Instructional Services	163,213	113,460	253,133	172,218	114,954	93,326	64,533	52,953	179,487	146,279	226,324	139,854	113,625	49,942	185,333	86,858	-	-	1,121,116	708,610
5852 Professional Development	-	49,023	37,060	46,134	45,334	45,334	27,320	38,252	72,654	83,586	35,303	72,888	24,828	29,890	13,591	74,902	-	-	183,436	356,424
5854 Nursing & Medical (Non-IEP)	4,100	4,100	6,000	6,000	3,500	3,500	2,500	2,500	6,000	6,000	6,658	6,658	2,000	2,000	2,000	2,000	-	-	27,258	27,258
5859 All Other Consultants & Services	22,958	63,060	14,676	45,815	34,284	70,970	12,938	28,312	47,222	99,282	27,629	64,899	28,751	55,118	40,412	41,197	-	-	181,648	369,371
5861 Non Instructional Software	95,028	95,007	102,687	102,687	84,621	84,621	51,398	51,398	136,019	136,019	106,857	106,857	51,927	51,927	77,337	77,337	-	-	569,855	569,834
5865 Fundraising Cost	-	-	-	646	-	-	-	-	-	-	-	940	-	2,000	-	92,732	-	-	-	96,318
5871 District Oversight Fees	60,668	60,970	73,250	73,177	51,242	51,188	27,923	27,860	79,165	79,048	66,048	65,963	31,588	31,585	55,045	54,877	-	-	365,763	365,620
5872 Special Education Fees (SELPA)	94,767	91,946	115,759	111,816	79,294	76,593	44,930	43,399	124,224	119,993	104,694	101,127	42,372	40,929	73,746	71,234	-	-	555,562	537,044
5881 Intra-Agency Fees	994,248	974,099	1,118,394	1,091,605	791,621	775,089	444,650	429,998	1,236,271	1,205,087	996,108	981,460	480,786	464,971	866,004	843,949	-	-	5,691,812	5,561,171
5895 Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5899 All Other Expenses	11,787	12,255	14,482	14,482	11,025	11,025	5,422	5,861	16,447	16,887	11,590	11,590	11,565	11,565	13,305	12,945	-	-	79,177	79,725
5911 Office Phone	20,616	20,616	8,988	9,492	13,764	13,764	7,966	8,520	21,730	22,284	8,640	9,528	13,440	9,432	16,716	20,100	-	-	90,130	91,452
5913 Mobile Phone	792	1,888	1,512	2,400	3,000	5,196	1,512	2,576	4,512	7,772	2,400	3,600	744	1,200	840	1,402	-	-	10,800	18,262
5921 Internet	16,800	16,800	18,470	18,470	18,470	18,470	18,470	18,470	36,940	36,940	18,470	18,470	20,926	24,933	20,926	20,926	-	-	132,531	136,539
5923 Website Hosting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5931 Postage & Shipping	800	1,891	1,250	3,687	3,500	3,500	500	1,109	4,000	4,609	2,000	2,534	750	1,400	5,000	5,000	-	-	13,800	19,121
5999 Other Communications	62,524	67,983	74,126	80,795	42,463	60,764	25,704	33,461	68,167	94,225	68,912	79,691	29,075	33,397	49,058	57,689	-	-	351,861	413,780
Total 5000 - Operating Services	3,002,013	2,941,889	2,975,241	2,921,888	2,151,038	2,020,629	1,230,840	1,203,246	3,381,878	3,223,875	2,657,009	2,304,228	1,209,058	1,131,494	2,541,548	2,544,940	-	-	15,766,746	15,068,314
6000 - Capital Outlay																				
6901 Depreciation Expense	112,659	129,503	592,721	610,212	55,312	71,993	58,982	67,858	114,294	139,851	57,252	85,193	586,366	591,129	86,606	110,495	-	-	1,549,899	1,666,383
6903 Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6999 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 6000 - Capital Outlay	112,659	129,503	592,721	610,212	55,312	71,993	58,982	67,858	114,294	139,851	57,252	85,193	586,366	591,129	86,606	110,495	-	-	1,549,899	1,666,383
7000 - Other Outgo																				
7438 Interest Expense	-	-	218,244	218,244	-	-	-	-	-	-	-	-	167,477	167,477	-	-	-	-	-	385,722
Total 7000 - Other Outgo	-	-	218,244	218,244	-	-	-	-	-	-	-	-	167,477	167,477	-	-	-	-	-	385,722
TOTAL EXPENSE	8,488,723	7,928,078	9,716,740	9,015,784	6,513,416	6,026,036	3,539,174	3,252,156	10,052,590	9,278,191	8,375,119	7,448,313	4,671,504	4,436,775	7,132,107	6,746,607	-	-	48,436,783	44,853,747
NET INCOME	462,594	632,149	494,809	686,352	700,223	853,113	413,167	490,118	1,113,390	1,343,230	545,692	1,077,705	(433,350)	(292,496)	513,065	605,972	-	-	2,696,200	4,052,913
Beginning Cash Balance	2,476,972	2,447,139	1,193,861	1,117,681	1,372,600	1,370,760	1,613,730	1,547,603	2,986,331	2,918,363	1,357,352	1,291,459	1,394,213	1,363,387	1,190,599	1,190,599	488,848	442,732	11,088,175	10,771,361
Cash Flow from Operating Activities																				
Net Income	462,594	632,149	494,809	686,352	700,223	853,113	413,167	490,118	1,113,390	1,343,230	545,692	1,077,705	(433,350)	(292,496)	513,065	605,972	-	-	2,696,200	4,052,913
Change in Accounts Receivable																				
Prior Year Accounts Receivable	979,888	979,888	1,027,255	1,027,255	631,241	631,844	478,632	478,632	1,109,873	1,110,475	931,857	933,762	413,285	415,610	505,950	507,473	-	-	4,968,107	4,974,462
Current Year Accounts Receivable	(2,121,547)	(1,720,794)	(2,065,587)	(1,965,635)	(1,504,256)	(1,458,844)	(923,246)	(686,864)	(2,427,502)	(2,145,708)	(1,836,945)	(1,749,189)	(938,724)	(924,993)	(1,974,910)	(1,643,716)	-	-	(11,365,215)	(10,150,035)
Change in Due from	-	20,628	-	(27,696)	-	-	-	(1,772)	-	(1,772)	-	(1,772)	-	42	-	-	-	275	-	(8,523)
Change in Accounts Payable	312,654	192,850	402,553	354,121	133,039	123,397	140,125	103,906	273,164	227,303	70,437	14,517	(737,033)	(487,810)	203,269	136,301	(2,134)	(42,677)	522,910	394,605
Change in Due to	(255,948)	(168,051)	(288,825)	(309,390)	(216,673)	(204,371)	(100,648)	(101,539)	(317,321)	(305,910)	(262,518)	(266,688)	(129,326)	251,255	(9,987)	(9,787)	(405,210)	(360,210)	(1,669,134)	(1,168,781)
Change in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Payroll Liabilities	-	(22,711)	-	(24,954)	-	(41,604)	-	(6,114)	-	(47,718)	-	(21,761)	-	(11,672)	-	(25,843)	-	17,937	-	(136,722)
Change in Prepaid Expenditures	(97,037)	(5,489)	(41,602)	(3,574)	(50,417)	(3,469)	(42,234)	(2,714)	(92,651)	(6,183)	(22,539)	(4,042)	(18,475)	(2,007)	(94,058)	(4,724)	(7,321)	(57,379)	(373,682)	(83,397)
Change in Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Deferred Revenue	-	175,030	-	99,563	-	145,655	-	82,537	-	228,192	-	226,201	-	-	-	81,470	-	-	-	810,456
Depreciation Expense	112,659	129,503	592,721	610,212	55,312	71,993	58,982	67,858	114,294	139,851	57,252	85,193	586,366	591,129	86,606	110,495	-	-	1,549,899	1,666,383
Cash Flow from Investing Activities																				
Capital Expenditures	(13,000)	(160,961)	-	(206,753)	-	(135,898)	(7,725)	(83,633)	(7,725)	(219,530)	-	(235,187)	(38,223)	(74,707)	-	(111,468)	-	-	(58,948)	(1,008,608)
Cash Flow from Financing Activities																				
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	-	-	(381,148)	(381,148)	-	-	-	-	-	-	-	-	(33,306)	(665,306)	-	-	-	-	-	(414,454)
Ending Cash Balance	1,857,236	2,499,180	934,037	976,033	1,121,070	1,352,575	1,630,783	1,888,017	2,751,852	3,240,592	840,590	1,351,972	65,426	162,432	420,532	836,771	74,183	679	6,943,857	9,067,659



CAMINO NUEVO CHARTER ACADEMY

Financial Analysis

April 2021

Net Income

Camino Nuevo Charter Academy is projected to achieve a net income of \$4.05M in FY20-21 compared to \$2.70M in the board approved budget. Reasons for this positive \$1.36M variance are explained below in the Income Statement section of this analysis.

Balance Sheet

As of April 30, 2021, the school's cash balance was \$16.21M. By June 30, 2021, the school's cash balance is projected to be \$9.07M, which represents a 21% reserve.

As of April 30, 2021, the Accounts Receivable balance was \$90K.

As of April 30, 2021, the Accounts Payable balance, including payroll liabilities, totaled \$1.24M, compared to \$1.22M in the prior month.

As of April 30, 2021, CNCA had a debt balance of \$19.94M. An additional \$290K will be paid this fiscal year. Debt balances consist of the following:

- \$10.63M - 3rd St/Prop 55 Long-Term loan due back to the State.
- \$9.31M - Prop ID loan due back to the State. CNCA has received confirmation that upon CNHS vacating the premises on 06/30/21, they will be released from this obligation.

Income Statement

Revenue

Total revenue for FY20-21 is projected to be \$48.91M, which is \$2.23M or 4.4% under budgeted revenue of \$51.13M.

Object Code 8221: Federal Nutrition Revenue is expected to be \$1.14M under budget. Due to school closures related to COVID-19, participation rates for the school nutrition program are lower than budgeted. Reduced revenue is offset by decreased nutrition food expenses (**Object 4711**).

Object Code 8299: All Other Federal Revenue is expected to be \$1.36M under budget due to GEER and ESSER I funds being allocated to FY21-22 expenditures for all sites with the exception of CNHS Miramar.

Object Code 8520: State Nutrition Revenue is expected to be \$82K decrease under budget. Due to school closures related to COVID-19, participation rates for the school nutrition program are lower than budgeted. Reduced revenue is offset by decreased nutrition food expenses (**Object 4711**).

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$75,000 and 10%.



Object Code 8694: In Kind Donations are \$108K increase budget largely due to a a \$93K See's Candy Donation received by the Dalzell Lance site. This is offset by Fundraising Expense (**Object Code 5865**).

Object Code 8698: SELPA Grants are projected to be \$121K increase budget based on Round 1 of STEP grants awarded to the charter schools.

Object Code 8999: Prior Year revenue is expected to \$161K increase largely due to \$91K of SMAA funds & \$41k of additional FY19-20 nutrition funds provided by CARES act.

Expenses

Total expenses for FY20-21 are projected to be \$44.85M, which is \$3.58M or 7.4% under budgeted expenditures of \$48.44M.

Object Code 1299: Certificated Pupil Support expense is projected to be \$220K under budget as a result of multiple open positions for the SPED Program.

Object Code 2200: Classified Support salaries are projected to be \$97K under budget as a result of open nurse or custodian positions across sites during the year.

Object Code 3401: Health & Welfare expense is projected to be \$175K under budget based on open enrollment employee elections as well as open positions.

Object Code 3601: Workers' Compensation expense is projected to be \$114K under budget based on final policy details.

Object Code 4390: Other Supplies is projected to be \$127K over budget due to the reclassification of personal protective equipment from custodial supplies to all other supplies.

Object Code 4411: Non Capitalized Equipment is projected to be \$786K under budget as a result of tech purchases being capitalized.

Object Code 4711: Nutrition Program Food expense is projected to be \$1.28M under budget due to school closures related to COVID-19 and commodity credits received. Impact of school closure is offset by decreased nutrition revenue (**Object Code 8220, 8520**).

Object Code 5511: Utilities expense is projected to be \$132K under budget based on lower trends as a result of school closures.

Object Code 5531: Housekeeping Services expense is projected to be \$153K under budget due to decreased services needed during school closures.

Object Code 5841: Contracted Substitute Teachers expense is projected to be \$147K over budget as a result of additional substitute usage across the charter schools. This is offset by savings in teacher salaries due to teachers on leave or vacant positions.

Object Code 5842: Special Education Services expense is projected to be \$663K under budget based on a lower billing trend for special education invoices. This is largely due to decreased or different services being able to be provided in a remote setting.

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$75,000 and 10%.



Object Code 5844: After School Services expense is projected to be \$117K over budget due to the inclusion of the final payment for the ASES Kids Code grant as well as additional program services being provided as students return to campus.

Object Code 5849: Other Student Instructional Services expense is projected to be \$413K under budget largely due to the reclassification of consultant expenses from this line item to Special Education Consultants (Object 5842), PD Expense (**Object Code 5852**), and Other Consultants (**Object 5859**).

Object Code 5865: Fundraising Cost expense is \$96K over budget. As mentioned above, Dalzell Lance received \$93K See's Candy In-kind Donation.

ADA

Budgeted average ADA for FY20-21 is 3216.40 based on an enrollment of 3374 and a 95.0% attendance rate.

The forecast assumes an ADA of 3218.84 based on an enrollment of 3367 and a 95.0% attendance rate.

Due to school closures related to COVID-19, schools are to be funded on FY19-20 ADA. An exception was allowed for new schools and schools that budgeted growing enrollment during FY20-21. For growing schools, ADA can be calculated based on enrollment on Census Day (Oct. 7th) at the state average ADA rate. All of Camino's charters are being forecasted at FY19-20 P2 ADA with the exception of Burlington. As such, an increase of 2.44 ADA is reflected in the forecast for Burlington site.

The ExED dashboard is not reflecting current enrollment. However, it is important for the school to continue to monitor enrollment numbers.

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$75,000 and 10%.

CAMINO NUEVO CHARTER ACADEMY
 2020-21 Cash Flow Forecast
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		Actuals as of 4/30/2021																		
		# of months remaining in FY																		
		12	11	10	9	8	7	6	5	4	3	2	1							
State Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1							
District Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1								
		2020-21	2020-21	ACTUAL										FORECAST			Budget Variance			
		Budget	Trend	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Accrual	Jul-20 - Jun-21	Better / (Worse)	% Better / (Worse)	
Total 8600-8799 - Other Income-Local		2,498,569	2,673,543	223,025	287,834	179,524	228,935	93,758	464,595	206,676	314,587	193,856	157,315	149,880	166,628	43,897	2,710,508	211,938	8%	
Prior Year Adjustments		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8999 Other Prior Year Adjustment		-	161,071	-	(0)	4,041	50,640	27,079	-	(13,378)	72,897	-	19,793	-	-	-	161,071	161,071	100%	
Total Prior Year Adjustments		-	161,071	-	(0)	4,041	50,640	27,079	-	(13,378)	72,897	-	19,793	-	-	-	161,071	161,071	100%	
TOTAL INCOME		51,132,984	48,854,008	1,933,702	2,583,575	8,594,123	3,121,502	2,290,325	5,433,381	4,419,554	1,918,967	4,485,833	2,513,573	1,406,033	62,952	10,143,140	48,906,660	(2,226,323)	-4%	
Expense		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1000 - Certificated Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1110 Teachers' Salaries		10,246,872	10,358,755	-	878,123	885,631	978,224	904,790	893,946	897,072	897,324	895,004	892,703	936,463	941,705	-	10,000,985	245,887	2%	
1120 Teachers' Hourly		32,329	40,411	-	-	-	-	-	-	385	4,122	4,798	3,231	4,392	1,977	1,098	20,004	12,325	38%	
1170 Teachers' Salaries - Substitute		340,184	340,127	-	11,257	18,943	22,695	25,600	23,028	17,296	22,196	29,318	25,119	34,541	16,637	44,756	291,385	48,799	14%	
1175 Teachers' Salaries - Stipend/Extra Duty		510,524	606,419	-	75,444	104,957	2,483	3,348	8,053	131,494	6,985	2,421	802	3,724	130,398	102,453	575,932	(65,409)	-13%	
1211 Certificated Pupil Support - Librarians		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1213 Certificated Pupil Support - Guidance & Counseling		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1215 Certificated Pupil Support - Psychologist		355,000	355,000	23,420	27,802	27,802	30,930	28,584	28,584	28,584	28,584	28,584	28,584	29,680	29,680	-	340,818	14,182	4%	
1299 Certificated Pupil Support - Other		669,791	710,734	18,455	27,491	30,959	35,274	34,763	37,302	35,492	37,213	39,462	37,129	55,316	56,058	4,469	449,383	220,408	33%	
1300 Certificated Supervisors' & Administrators' Salaries		2,689,869	2,747,757	222,068	210,655	221,924	242,403	219,712	246,402	210,655	218,923	223,200	218,923	226,813	232,313	8,250	2,720,510	(30,641)	-1%	
1900 Other Certificated Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 1000 - Certificated Salaries		14,844,568	15,159,201	339,387	1,260,285	1,187,742	1,312,873	1,221,502	1,360,757	1,209,014	1,211,733	1,228,510	1,206,492	1,290,928	1,408,767	161,027	14,399,017	445,550	3%	
2000 - Classified Salaries		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2111 Instructional Aide & Other Salaries		1,321,641	1,355,521	905	86,599	128,934	143,361	135,950	105,759	66,243	117,298	146,383	98,537	141,582	76,071	38,109	1,285,731	35,910	3%	
2121 After School Staff Salaries		-	-	-	1,085	-	-	-	-	-	-	-	-	-	-	-	-	1,085	(1,085)	100%
2131 Classified Teacher Salaries		139,235	137,567	10,425	3,400	5,838	6,752	6,134	4,866	3,570	5,089	9,518	6,039	14,231	9,282	2,249	87,393	51,842	37%	
2200 Classified Support Salaries		630,826	630,254	32,653	39,554	46,401	45,041	47,826	42,948	35,927	40,221	47,476	42,632	51,197	50,913	10,838	533,626	97,199	15%	
2300 Classified Supervisors' & Administrators' Salaries		-	4,000	1,000	-	-	-	-	-	-	-	-	-	-	-	2,000	3,000	(3,000)	100%	
2400 Classified Office Staff Salaries		1,125,018	1,142,915	79,561	86,026	87,532	96,144	93,972	108,696	85,737	82,729	98,324	94,515	99,222	103,561	17,626	1,133,645	(8,628)	-1%	
2900 Other Classified Salaries		952,267	985,252	28,396	73,752	85,960	91,733	94,076	89,580	67,313	81,512	92,561	80,479	86,465	76,108	16,968	964,903	(12,637)	-1%	
Total 2000 - Classified Salaries		4,168,986	4,255,509	152,941	290,416	354,665	383,031	377,958	351,848	258,790	326,849	394,262	322,202	392,696	315,935	87,790	4,009,383	159,602	4%	
3000 - Employee Benefits		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3111 STRS - State Teachers Retirement System		2,397,398	2,448,211	60,239	201,818	189,720	209,241	194,469	210,617	192,347	193,182	195,657	191,693	208,485	227,516	26,006	2,300,990	96,407	4%	
3212 PERS - Public Employee Retirement System		862,980	880,890	37,422	63,097	75,144	82,090	77,782	71,546	55,485	70,178	82,965	68,556	81,288	65,399	18,172	849,124	13,856	2%	
3213 PARS - Public Agency Retirement System		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3311 OASDI - Social Security		258,477	263,842	11,124	18,481	22,774	24,552	23,403	22,463	16,436	21,180	25,441	21,147	24,347	19,588	5,443	256,380	2,097	1%	
3331 MED - Medicare		275,697	281,513	8,130	22,159	22,065	24,275	22,783	24,416	21,935	20,870	23,149	21,781	24,413	25,008	3,608	264,590	11,106	4%	
3401 H&W - Health & Welfare		1,601,676	1,613,916	250,584	134,726	120,193	(38,437)	202,911	(23,620)	266,344	(20,516)	(20,675)	250,264	257,076	(2,511)	50,422	1,426,761	174,915	11%	
3501 SUI - State Unemployment Insurance		9,507	9,710	280	767	762	838	780	813	720	756	798	751	842	862	124	9,096	411	4%	
3601 Workers' Compensation Insurance		310,974	317,712	66,085	19,296	-	(2,795)	15,728	19,672	19,672	19,672	19,672	19,672	-	-	-	196,672	114,302	37%	
3751 OPEB, Active Employees		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3901 Other Retirement Benefits		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3902 Other Benefits		-	-	-	-	(838)	1	(35,585)	4,194	(4,500)	(2,839)	714	-	-	-	-	(38,853)	38,853	100%	
Total 3000 - Employee Benefits		5,716,708	5,815,794	433,865	460,343	429,820	299,765	502,272	330,101	567,373	303,548	327,720	573,864	596,451	335,862	103,776	5,264,760	451,948	8%	
4000 - Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4111 Core Curricula Materials		125,459	160,446	8,080	33,997	18,413	-	34,451	7,661	1,821	158	32,659	14,450	550	13,440	-	165,681	(40,222)	-32%	
4211 Books & Other Reference Materials		44,504	43,573	-	520	600	6,248	976	13,448	1,664	4,174	2,778	5,800	5,219	21,357	-	62,784	(18,280)	-41%	
4311 Student Materials		671,253	689,652	156,090	31,048	101,348	7,626	139,843	43,072	10,672	28,148	(17,714)	35,215	12,117	142,186	-	689,652	(18,399)	-3%	
4351 Office Supplies		107,400	102,900	719	1,625	3,120	2,077	4,325	1,024	2,174	421	2,159	2,280	3,534	66,432	-	102,900	4,500	4%	
4371 Custodial Supplies		554,988	497,269	12,220	3,950	132,411	56,643	63,609	31,707	3,204	1,627	30,849	5,265	514	139,270	-	481,269	73,719	13%	
4391 Food (Non Nutrition Program)		10,920	8,910	16	16	257	70	317	368	130	366	278	1,051	2,632	3,877	-	9,378	1,542	14%	
4392 Uniforms		16,000	11,500	-	-	-	-	-	-	-	-	525	525	1,000	25,000	-	27,050	(11,050)	-69%	
4393 PE & Sports Equipment		13,900	21,101	-	4,033	2,377	3,918	147	187	-	619	-	-	2,500	7,320	-	21,101	(7,201)	-52%	
4395 Before & After School Program Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4399 All Other Supplies		156,852	248,539	14,489	13,002	22,157	560	81,118	34,205	10,502	3,552	16,254	3,058	13,652	54,900	-	267,448	(110,596)	-71%	
4390 Other Supplies		197,672	290,050	14,504	17,051	24,791	4,548	81,581	34,761	10,633	4,537	17,057	4,633	19,784	91,097	-	324,977	(127,305)	-64%	
4411 Non Capitalized Equipment		2,347,423	1,499,685	43,681	15,916	75,373	52,091	904,011	61,284	44,378	80,113	23,390	(23,365)	192,752	91,333	-	1,560,958	786,465	34%	
4711 Nutrition Program Food & Supplies		1,955,456	687,866	33,041	37,623	26,165	38,197	84,234	50,740	43,459	78,872	33,193	28,862	118,663	79,921	18,976	671,946	1,283,510	66%	
4713 CACFP Supper Food & Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 4000 - Supplies		6,004,156	3,971,441	268,335	141,731	382,231	167,431	1,313,029	256,697	118,005	198,051	124,370	73,142	353,132	645,036	18,976	4,060,167	1,943,989	32%	
5000 - Operating Services		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5211 Travel & Conferences		19,217	26,287	971	700	440	355	1,759	3,674	418	400	1,518	927	1,000	14,635	-	26,797	(7,580)	-39%	
5311 Dues & Memberships		68,978	68,908	27,990	890	2,435	1,715	17,080	-	(1,989)	-	-	-	852	19,935	-	68,908	70	0%	

CAMINO NUEVO CHARTER ACADEMY
 2020-21 Cash Flow Forecast
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		Actuals as of 4/30/2021																			
		# of months remaining in FY																			
		12	11	10	9	8	7	6	5	4	3	2	1								
State Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1	P-1								
District Schedule:		P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1	P-1								
		ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL								
		Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Accrual	FORECAST		Budget Variance				
		Budget	Trend																Jul-20 - Jun-21	Better / (Worse)	% Better / (Worse)
5451	General Insurance	25,904	30,609	-	26,396	(13,600)	-	-	3,998	-	13,815	-	-	-	-	30,609	(4,705)	-18%			
5511	Utilities	796,269	664,502	-	13,284	15,540	56,014	45,378	76,942	25,336	20,306	64,317	35,298	27,659	135,158	664,502	131,767	17%			
5521	Security Services	10,410	36,304	-	1,754	-	2,654	2,235	4,655	1,440	4,354	-	5,970	12,151	3,724	44,782	(34,372)	-330%			
5531	Housekeeping Services	438,755	285,899	-	57,584	6,205	6,756	2,003	55,884	19,626	16,125	3,189	21,456	13,674	20,499	285,899	152,856	35%			
5599	Other Facility Operations & Utilities	308,512	325,116	-	19,955	16,088	25,772	15,120	30,041	21,724	10,265	26,278	10,815	19,708	35,836	325,116	(16,605)	-5%			
5611	School Rent - Private Facility	1,327,050	1,277,450	-	212,962	106,659	105,955	106,481	105,783	106,303	107,327	105,431	107,141	106,453	106,955	0	49,600	4%			
5613	School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
5619	Other Facility Rentals	65,084	70,847	-	12,208	-	-	-	20,813	-	-	-	-	-	-	-	25,825	12,000	-9%		
5621	Equipment Lease	236,499	210,667	-	15,353	15,865	10,415	22,407	18,416	19,640	16,839	103	19,756	30,251	4,899	36,724	-	210,667	25,832	11%	
5631	Vendor Repairs	251,000	245,200	-	5,986	10,610	17,627	4,402	23,232	10,270	11,007	3,645	19,533	10,613	28,275	50,000	50,000	245,200	5,800	2%	
5812	Field Trips & Pupil Transportation	25,500	30,500	-	-	-	-	-	-	-	-	-	-	-	-	30,500	-	30,500	(5,000)	-20%	
5821	Legal	17,000	133,750	-	9,549	931	7,750	-	21,658	-	6,349	-	-	-	36,078	-	-	82,314	(65,314)	-384%	
5823	Audit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5831	Advertisement & Recruitment	35,000	46,500	-	-	2,209	35	15,000	258	-	2,451	421	1,592	2,462	301	21,771	-	46,500	(11,500)	-33%	
5841	Contracted Substitute Teachers	4,675	151,509	-	-	3,646	4,618	4,861	16,603	15,171	17,250	17,659	24,528	20,624	21,179	4,354	1,165	151,656	(146,981)	-3144%	
5842	Special Education Services	2,081,934	1,418,579	-	7,273	56,631	41,147	29,355	183,356	85,069	93,812	104,992	132,086	181,776	156,407	173,337	173,337	1,418,579	663,355	32%	
5843	Non Public School	153,165	93,688	-	5,592	(723)	465	3,185	20,649	2,076	(2,935)	8,146	4,357	6,504	17,779	17,779	93,688	59,477	39%		
5844	After School Services	527,044	643,771	-	-	-	111,311	55,656	55,656	11,500	111,311	55,656	55,656	-	102,220	84,805	-	643,771	(116,727)	-22%	
5849	Other Student Instructional Services	1,121,116	708,452	-	163,500	-	10,010	163,500	550	-	2,210	163,500	-	-	34,941	170,399	-	708,610	412,506	37%	
5852	Professional Development	183,436	334,443	-	24,255	29,750	136,275	4,326	4,161	6,471	6,349	-	6,900	67,549	46,699	23,689	-	356,424	(172,987)	-94%	
5854	Nursing & Medical (Non-IEP)	27,258	27,258	-	-	-	-	150	-	-	-	-	-	-	-	27,108	-	-	-	-	
5859	All Other Consultants & Services	181,648	369,371	-	2,438	6,180	4,248	52,866	17,444	26,417	20,055	4,588	74,833	(13,258)	3,626	53,866	116,068	369,371	(187,723)	-103%	
5861	Non Instructional Software	569,855	569,834	-	153,390	23,104	81,073	10,812	97,421	10,827	3,507	4,244	9,437	-	2,872	106,318	-	569,834	21	0%	
5865	Fundraising Cost	-	-	-	92,732	-	-	-	45	601	-	-	2,000	-	940	-	-	96,318	(96,318)	100%	
5871	District Oversight Fees	365,763	365,620	-	21,960	43,920	29,281	29,281	4,854	53,705	29,281	51,239	25,233	25,586	25,586	25,694	-	365,620	142	0%	
5872	Special Education Fees (SELPA)	555,562	537,044	-	33,334	66,668	44,446	44,446	7,580	81,308	44,446	77,780	24,256	37,592	37,252	35,803	2,134	537,044	18,518	3%	
5881	Intra-Agency Fees	5,691,812	5,561,171	-	734,495	-	-	559,356	-	-	-	841,038	1,253,854	-	-	733,162	1,439,266	5,561,171	130,641	2%	
5895	Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5899	All Other Expenses	79,177	78,817	-	697	1,636	2,057	12,061	13,353	400	13,176	6,364	1,575	15,206	664	12,535	-	79,725	(548)	-1%	
5911	Office Phone	90,130	91,452	-	29	6,397	12,174	6,567	1,979	11,416	2,062	6,772	5,548	6,826	2,140	29,541	-	91,452	(1,322)	-1%	
5913	Mobile Phone	10,800	14,892	-	-	1,158	2,447	-	2,484	-	1,375	-	3,007	1,272	3,881	1,948	688	18,262	(7,462)	-69%	
5921	Internet	132,531	136,539	-	-	11,002	11,022	-	11,108	59,901	(32,000)	-	22,324	11,162	15,717	26,303	-	136,539	(4,008)	-3%	
5923	Website Hosting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5931	Postage & Shipping	13,800	14,450	-	972	1,626	413	1,308	4,294	1,086	851	1,975	1,643	1,775	626	2,554	-	19,121	(5,321)	-39%	
5999	Other Communications	351,861	413,780	-	3,330	7,495	29,420	72,713	31,878	31,912	64,130	8,014	56,319	31,274	31,264	46,031	-	413,780	(61,918)	-18%	
Total 5000 - Operating Services		15,766,746	14,983,209	-	1,647,988	420,588	756,259	1,286,351	833,122	661,876	589,469	1,555,015	1,921,442	663,300	834,327	1,982,079	1,916,499	15,068,314	698,432	4%	
6000 - Capital Outlay		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6901	Depreciation Expense	1,549,899	1,680,077	-	137,420	132,419	132,515	130,767	140,043	142,430	140,989	141,708	142,431	142,237	141,768	141,657	-	1,666,383	(116,485)	-8%	
6903	Amortization Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6999	Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 6000 - Capital Outlay		1,549,899	1,680,077	-	137,420	132,419	132,515	130,767	140,043	142,430	140,989	141,708	142,431	142,237	141,768	141,657	-	1,666,383	(116,485)	-8%	
7000 - Other Outgo		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7438	Interest Expense	385,722	385,722	-	-	110,070	-	-	-	83,739	-	-	108,174	-	-	83,739	-	385,722	(0)	-	
Total 7000 - Other Outgo		385,722	385,722	-	-	110,070	-	-	-	83,739	-	-	108,174	-	-	83,739	-	385,722	(0)	-	
TOTAL EXPENSE		48,436,783	46,250,953	-	2,979,936	2,705,782	3,353,302	3,580,219	4,387,926	3,187,448	2,883,640	3,736,903	4,246,909	2,981,237	3,609,302	4,913,075	2,288,067	44,853,747	3,583,037	7%	
NET INCOME		2,696,200	2,603,055	-	(1,046,234)	(122,208)	5,240,821	(458,717)	(2,097,601)	2,245,933	1,535,915	(1,817,937)	238,924	(467,663)	(2,203,269)	(4,850,123)	7,855,073	4,052,913	1,356,713	50%	
Beginning Cash Balance		11,088,175	10,771,361	-	10,771,361	10,775,635	12,120,099	17,192,712	17,353,643	14,060,127	16,008,166	17,851,035	15,644,024	16,225,667	16,205,607	13,612,046	9,067,659	10,771,361	(316,814)	-	
Cash Flow from Operating Activities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Net Income		2,696,200	2,603,055	-	(1,046,234)	(122,208)	5,240,821	(458,717)	(2,097,601)	2,245,933	1,535,915	(1,817,937)	238,924	(467,663)	(2,203,269)	(4,850,123)	7,855,073	4,052,913	1,356,713	-	
Change in Accounts Receivable		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Prior Year Accounts Receivable		4,968,107	4,968,107	-	3,366,544	1,083,554	170,668	132,367	-	-	11,643	-	119,842	273	21,621	67,951	-	4,974			

CAMINO NUEVO CHARTER ACADEMY

2020-21 Cash Flow Forecast

Prepared by EXED. For use by EXED and EXED clients only. © 2020 EXED

Actuals as of 4/30/2021

			# of months remaining in FY																		
	2020-21	2020-21	12	11	10	9	8	7	6	5	4	3	2	1				FORECAST	Budget Variance		
	Budget	Trend	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	May-21	Jun-21	Accrual	Jul-20 - Jun-21	Better / (Worse)	% Better / (Worse)
State Schedule:			P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1							
District Schedule:			P-2	P-2	P-2	P-2	P-2	P-2	P-2	P-1	P-1	P-1	P-1	P-1							
Change in Prepaid Expenditures	(373,682)	(83,397)	347,315	-	-	(964)	(20,231)	(51,744)	(13,908)	7	(4,405)	(35,721)	-	-	-	(303,747)	-	-	(83,397)	290,285	-
Change in Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change in Deferred Revenue	-	810,456	(19,000)	-	-	-	-	-	-	-	-	-	-	-	-	829,456	-	-	810,456	810,456	-
Depreciation Expense	1,549,899	1,666,383	137,420	132,419	132,515	130,767	140,043	142,430	140,989	141,708	142,431	142,237	141,768	141,657	-	-	-	1,666,383	1,666,383	116,485	
Cash Flow from Investing Activities																					
Capital Expenditures	(58,948)	(1,008,608)	(22,988)	(5,596)	(14,932)	(3,596)	(652,771)	(181,129)	(4,815)	(60,614)	(47,916)	(14,251)	-	-	-	-	-	-	(1,008,608)	(949,660)	-
Cash Flow from Financing Activities																					
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	(414,454)	(1,046,454)	-	-	(564,626)	-	-	-	-	-	(191,523)	-	(290,306)	-	-	-	-	-	(1,046,454)	(632,000)	-
Ending Cash Balance	6,943,857	7,619,969	10,775,635	12,120,099	17,192,712	17,353,643	14,060,127	16,008,166	17,851,035	15,644,024	16,225,667	16,205,607	13,612,046	9,067,659	9,067,659			9,067,659		2,123,802	

Cover Sheet

6th Amended Limited Services Agreement with Pueblo Nuevo Education and Development Group

Section: VIII. Finance
Item: B. 6th Amended Limited Services Agreement with Pueblo
Nuevo Education and Development Group
Purpose: Vote
Submitted by:
Related Material: Sixth_Amended_Limited_Services_Agreement.pdf

**SIXTH AMENDED AGREEMENT FOR LIMITED SERVICES
BETWEEN PUEBLO NUEVO EDUCATION AND DEVELOPMENT GROUP
AND CAMINO NUEVO CHARTER ACADEMY**

Effective Date: July 1, 2021

This Sixth Amended Agreement for Limited Services (“Agreement”) is entered into and effective July 1, 2021, by and between Camino Nuevo Charter Academy, a California nonprofit public benefit corporation (“CNCA”) and Pueblo Nuevo Education and Development Group, a California nonprofit public benefit corporation (“PN-EDG”), collectively the “Parties”, with respect to the following:

A. CNCA is organized for public and charitable purposes to operate one or more schools and to provide related comprehensive public education programs for students in kindergarten through twelfth grade in low-income, predominantly immigrant and multilingual areas.

B. In furtherance of its charitable purposes, CNCA has promoted, expanded and replicated the CNCA model by creating and opening new charter schools, supporting schools that provide education based on the CNCA model, and providing integrated community support services for students and families.

C. PN-EDG is organized for charitable purposes to promote, support, benefit, and help carry out the purposes of CNCA, and to expand the community support services that CNCA has historically provided.

D. In order to benefit and further the charitable purposes of both Parties, CNCA and PN-EDG entered into an Agreement for Limited Services effective July 1, 2016 (“Initial Agreement”) for PN-EDG to perform certain task-related services that were historically provided by CNCA, thereby allowing CNCA to focus on charter school operations.

E. The Parties amended the Initial Agreement by entering into a First Amended Limited Services Agreement effective July 1, 2017, a Second Amended Limited Services Agreement effective July 1, 2018, a Third Amended Limited Services Agreement effective February 1, 2019, a Fourth Amended Limited Services Agreement effective July 1, 2019, and a Fifth Amended Limited Services Agreement effective July 1, 2020 (collectively the “Amended Agreements”).

F. The Parties now desire to update the services PN-EDG provides to CNCA by entering into this Agreement, which shall amend, replace, and supersede the Initial Agreement and Amended Agreements beginning July 1, 2021 and successive terms until and unless amended pursuant to Section 2.1, or terminated pursuant to Section 2.2.

NOW, THEREFORE, the Initial Agreement and the Amended Agreements are hereby amended to read in their entirety as follows:

1. RELATIONSHIP OF THE PARTIES

1.1. PN-EDG and CNCA shall each maintain their respective separate corporate existences.

1.2. Except for any obligations created under this Agreement or any other written agreement entered into by and between the Parties, neither Party shall (i) assume or become obligated in any way for the debts, liabilities or obligations of the other Party, or (ii) have any rights or interests in or to any asset of the other Party. The only payment made by CNCA to PN-EDG pursuant to this Agreement shall be the compensation specified in Section 4.

1.3. The provisions of this Agreement are not intended to create nor shall be deemed or construed to create any relationship between CNCA and PN-EDG other than for the purpose of effectuating this Agreement. Neither of the Parties, nor any of their respective officers, directors, or employees, shall be construed to be the agent, employer, or representative of the other, except as specifically provided herein, or by subsequent written agreement.

2. TERM OF AGREEMENT

2.1. This Agreement shall take effect on July 1, 2021 for a term of twelve (12) months, ending on June 30, 2022. This Agreement shall automatically renew at the end of this term for consecutive successive one year terms from July 1 through June 30 each year, and on the same terms and conditions herein, unless amended or terminated in accordance with Section 2.2 below.

2.2. This Agreement may be terminated as follows:

2.2.1. By either CNCA or PN-EDG upon one hundred twenty (120) days prior written notice to the other Party, with or without cause;

2.2.2. By mutual agreement of the Parties; or,

2.2.3. Upon commencement by either Party of a voluntary case under bankruptcy, insolvency, or similar law; or if any involuntary case under any bankruptcy, insolvency, or similar law is filed against either Party.

2.3. In the event of termination for any reason, the following conditions shall apply:

2.3.1. CNCA shall pay PN-EDG any due and unpaid portion of the compensation defined in Section 4 below for services performed by PN-EDG until the effective date of termination;

2.3.2. PN-EDG shall provide reasonable assistance to CNCA to transition its services to another service provider or in-house to CNCA, during which time CNCA shall reimburse PN-EDG for all reasonable expenses incurred by PN-EDG in providing such transition assistance; and,

2.3.3. As soon as practicable, PN-EDG shall return to CNCA and/or destroy, as appropriate, all student-related, confidential and other records of CNCA that are maintained by PN-EDG.

3. LIMITED SERVICES

3.1. PN-EDG shall provide limited task-related services and support, including the staff necessary to provide this support, to CNCA and existing and new CNCA schools so that they operate in a manner consistent with the terms of their charters and agreements with authorizer(s). The CNCA Board and its Chief Executive Officer shall at all times retain ultimate responsibility for and control of the management and operation of the CNCA charter schools, including but not limited to governance and

the administration and delivery of curriculum, and managing day-to-day operations. PN-EDG's limited services and support are task-related and shall not extend to management or governance of CNCA or any charter school operated by CNCA, and the services shall be performed at the direction of the CNCA Board and its Chief Executive Officer, who shall retain ultimate decisionmaking authority at all times. PN-EDG's limited services and support shall include, but are not limited to early childhood services (pre-school), alumni services, development, home support office services and integrated community support services, such as:

3.1.1. Providing support for the implementation of "dashboard" goals for parent engagement at the CNCA school sites;

3.1.2. Providing resources, partnership opportunities and technical assistance to the Parents as Partners programs at CNCA school sites on such topics as college knowledge, academics, physical health, mental health, and other family support needs such as financial literacy, immigration, and housing;

3.1.3. Establishing and maintaining a data system for effective partnership management, student and family and site participation in experiential learning opportunities and integrated support services;

3.1.4. Professional development and training on topics essential to Parents as Partners program and integrated support services, such as managing student health records and other data, case management and referral process, and student attendance and discipline management;

3.1.5. Home office support services; and,

3.1.6. Assisting CNCA with promotion, expansion and replication of the CNCA instructional model by supporting CNCA's efforts to create and open new schools.

3.2. PN-EDG shall provide mental health program services to CNCA students and their families through accessible and free psychotherapy in school settings, as a continuation of the services previously performed by the Los Angeles Child Development Center.

4. COMPENSATION

4.1. As compensation for the services described in Section 3.1 above, CNCA agrees to pay PN-EDG **twelve percent (12%)** of the operational funding (as defined in Education Code Section 47632(f)) of each CNCA school as projected by PN-EDG on or about July 1, 2021, and on or about July 1 of each year thereafter so long as the Agreement is renewed ("Base Compensation"). The Parties estimate Base Compensation for the 2021-2022 school year to be **\$5,078,297**.

4.2. As compensation for the mental health program services described in Section 3.2 above, the "Mental Health Program Compensation" for the 2021-2022 school year shall be **\$1,137,000**.

4.3. PN-EDG shall invoice CNCA every three (3) months for services performed, with a delineation between the Base Compensation for the limited services described in Section 3.1 above and the Mental Health Program Compensation for the services described in Section 3.2 above. CNCA shall prepay the first payment (reflecting a three (3) month period) in the amount of **\$1,269,574** as Base Compensation and **\$284,250** as Mental Health Program Compensation, which shall be due to PN-EDG no

later than July 1, 2021. After the initial three (3) month period, the Parties shall adjust the subsequent invoice to reflect the services performed and prepaid during that period. CNCA shall submit payment to PN-EDG for each school within twenty (20) calendar days of the deposit by the State with the County Treasurer of the state aid portion of each CNCA school.

4.4. As further consideration for the services described in Sections 3.1 and 3.2 above, CNCA shall make available to PN-EDG furnished shared office and administrative space at CNCA's offices, for the term of this Agreement. PN-EDG is to provide its own equipment, materials and supplies that are necessary for PN-EDG's services.

5. LIABILITY

5.1. Insurance

5.1.1. CNCA will maintain customary and reasonable insurance, including coverage for professional liability for errors or omissions and/ or directors and officers, comprehensive general liability coverage, and automobile liability coverage. CNCA will name PN-EDG as an additional insured under all CNCA policies.

5.1.2. PN-EDG will procure and maintain customary and reasonable insurance, including coverage for professional liability for errors or omissions and/ or directors and officers, comprehensive general liability coverage, and automobile liability coverage.

5.1.3. Each Party is responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

5.2. It is the intent of the Parties that CNCA be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on PN-EDG any liability arising out of the operations of CNCA, except such liability that may result from the provisions of services by PN-EDG to CNCA.

5.3. The Parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

6. NOTICE

All notices, requests, offers or demands or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To PN-EDG: Pueblo Nuevo Education and Development Group
3435 W. Temple Street
Los Angeles, CA 90026

Attn: Board President

To CNCA: Camino Nuevo Charter Academy
3435 W. Temple Street
Los Angeles, CA 90026
Attn: Chief Executive Officer

7. FIDUCIARY OBLIGATIONS

The Boards of Directors for each Party has reviewed the scope of services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the services contained herein are in the best interests of CNCA, and that the compensation to be paid by CNCA to PN-EDG for said services is fair and reasonable.

8. HEADINGS

The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

9. ASSIGNMENT

No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party hereto. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement.

11. AMENDMENTS

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. The Parties anticipate additional services to be provided and negotiated directly by designees of the CNCA and PN-EDG boards.

12. WAIVER

No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

13. CONTROLLING LAW

This Agreement shall be governed by and interpreted under the laws of the State of California.

14. ENFORCEMENT

If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

15. ARBITRATION

Any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

16. ATTORNEYS' FEES

In the event any action at law or in equity or other proceeding is brought to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

17. AUTHORITY TO CONTRACT

Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

18. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

CAMINO NUEVO CHARTER ACADEMY

PUEBLO NUEVO EDUCATION AND DEVELOPMENT GROUP

By: _____

By: _____

Name: Adriana Abich

Name: L. Michael Russell

Its: Chief Executive Officer

Its: Board President

Date: _____, 2021

Date: _____, 2021

Cover Sheet

CEO Report: Annual Oversight Report: CNHS 2

Section:	IX. CEO Update
Item:	A. CEO Report: Annual Oversight Report: CNHS 2
Purpose:	FYI
Submitted by:	
Related Material:	CNCHS2 7624 Annual PBOV Report 2020-2021.pdf



LOS ANGELES UNIFIED SCHOOL DISTRICT CHARTER SCHOOLS DIVISION

ANNUAL PERFORMANCE-BASED OVERSIGHT VISIT REPORT* **2020-2021 SCHOOL YEAR (REMOTE VERSION)**** FOR

CAMINO NUEVO HIGH 2 - 7624

Name and Location Code of Charter School

LAUSD Vision

L.A. Unified will be a progressive global leader in education, providing a dynamic and inspiring learning experience where all students graduate ready for success.

CSD Mission

The LAUSD Charter Schools Division (CSD) fosters high quality educational opportunities and outcomes for students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.

CSD Core Values

We believe that our success depends on:

- Making decisions that put the interests of students first.
- Serving with high expectations, integrity, professionalism, and commitment.
- Employing authentic, responsive, and effective leadership and teamwork.
- Continuously learning as a dynamic organization.
- Building and sustaining a healthy workplace culture where high performance, diversity, and creativity thrive.
- Developing productive relationships with our charter schools and all stakeholders.

* Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to matters related to the school's governance, programs, facilities, operations, and/or fiscal management.

**** In light of the COVID-19 outbreak, this oversight report was developed and finalized as part of a remote oversight process. The remote oversight process included the following: review of the Office of Data and Accountability (ODA) data set, review of previous years' oversight reports, review of any tiered intervention notices, discussions with school leaders, and review of documentation placed in an electronic document system.**



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Charter School Name:	Camino Nuevo High School 2 (CNCHS2)			Location Code:	7624
Current Address:	City:	ZIP Code:	Phone:	Fax:	
3500 W. Temple St.	Los Angeles	90004	213-736-5566	(213) 736-5066	
Current Term of Charter:	LAUSD Board District:		LAUSD Local District:		
July 1, 2018 to June 30, 2023	2		Central		
Number of Students Currently Enrolled:	Enrollment Capacity Per Charter:	Number Above/Below Enrollment Capacity (day of visit):		Below by 42	
458	500				
Grades Currently Served	Grades To Be Served Per Charter:	Percent Above/Below Enrollment Capacity (day of visit):		Below by 8.4%	
9-12	9-12				
Norm Enrollment Number:	474				
Total Number of Staff Members:	43	Certificated:	29	Classified:	14
Charter School's Leadership Team Members:	Lawrence Boone, Principal; Amber Green AP; Vanessa Ornelas, AP; Lucrecia Nava, AP; Carmen Membreno, School Operations Manager; Tanya Castro, Student and Famil Services Coordinator				
Charter School's Contact for Special Education:	Vanessa Ornelas, AP; Darius Fequiere, CNCA Director of Special Education; Jessica Hsieh, Associate Director of Special Education				
CSD Assigned Administrator:	Jose Rodriguez		CSD Fiscal Services Manager:	Paddy Mwembu	
Other School/CSD Team Members:	Esperanza Bacillo, Director of Operations				
REMOTE Oversight Visit Date(s):	4/20/21		Fiscal Review Date (if different):	N/A	
Is school located on a District facility? If so, please indicate the applicable program (e.g. Prop 39, PSC, conversion, etc.):	No	LAUSD Co-Location Campus(es) (if applicable):		N/A	
		Date of Co-Location meeting with Operations Team:		N/A	

SUMMARY OF RATINGS			
<i>(4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory</i>			
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations
4	3	3	4



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

CHARTER RENEWAL CRITERIA

In accordance with Education Code §§ 47605, 47607, and 47607.2, in order to renew a charter, the District must determine whether the charter school has met the statutory requirements.

REPORT GUIDE

LAUSD's oversight procedures are intended to balance a charter school's autonomy of operation with its accountability to the public. LAUSD utilizes a holistic, performance-based approach to evaluate all charter schools, guided principally by making decisions in the best interest of students. The CSD observes and monitors each charter school in accordance with applicable laws, regulations, LAUSD policy, memoranda of understanding, and the school's operative charter. Information gathered through oversight serves as part of the charter school's ongoing record for the District to make informed decisions about charter school authorization, renewal, material revisions, sharing of promising practices, and if need be, revocation. While LAUSD is responsible to provide oversight of its charter schools and the entities managing charter schools, the primary oversight of each charter school must first and foremost be performed by the charter school's own governing board. The governing board of a charter school has an ongoing responsibility to oversee the operations of its charter school(s), ensuring that every charter school it oversees is providing a high-quality educational program for students enrolled, is successfully fulfilling the terms of their charter, is fiscally sound, and complies with applicable laws, regulations, and court orders. In designing this document, the District has considered California charter school law, as well as the *LAUSD Policy and Procedures for Charter Schools*, California State Board of Education's criteria for evaluating charter schools, and the National Association of Charter School Authorizers' *Principles and Standards of Quality Authorizing*. This reporting tool provides guidelines and criteria used by the CSD to observe, record, assess, and reflect with the charter school on school performance as captured during the annual oversight visit process in these four categories:

Governance – demonstrating fulfillment of the governing board's fiduciary responsibility to effectively direct and provide oversight for the charter public school, including but not limited to enactment and monitoring of policies and procedures to ensure the school's full compliance with applicable law, policy, and the terms of the charter approved by the LAUSD Board of Education

Student Achievement and Educational Performance – demonstrating positive academic achievement and growth for all students

Organizational Management, Programs, and Operations – demonstrating effective leadership and implementation of the governing board's policies and procedures, as well as the school's educational program and systems and procedures for the day-to-day operations of the school

Fiscal Operations – demonstrating sound fiscal management, appropriate use of public funds, and compliance with regulatory requirements

This report, including the ratings in each category, is based on information and evidence gathered at the time of the annual oversight visit. The CSD considers evidence provided through CSD staff observations, document review, interviews, and discussion with school representatives and stakeholders. All charter schools are expected to prepare for the visit and have available, as applicable, all documentation requested in the *Annual Performance Based Oversight Visit Preparation Guide 2020-2021*. The "Sources of Evidence" sections below identify key information sources generally relevant to their respective indicators; these lists are not exhaustive, however, and some items may not be applicable to the grades served. Schools may present additional evidence as deemed relevant and appropriate. As needed, CSD staff also may request additional information and/or documentation prior to, during, and/or following the visit.

The tool employs the following four-point rubric to rate the school's performance in each category: (4) *Accomplished*, (3) *Proficient*, (2) *Developing*, and (1) *Unsatisfactory*. In addition, the *Summary of School Performance* section in each category captures key findings under one or more of the following headings: (1) Areas of Demonstrated Strength and/or Progress (Note: potential "promising practices" are identified within this section with an asterisk [*]); (2) Areas Noted for Further Growth and/or Improvement; and, if applicable, (3) Corrective Action Required. Under "Corrective Action Required," the CSD reports findings of material noncompliance with applicable law, LAUSD charter policy, or the school's approved charter. **If the report includes any findings under "Corrective Action Required," the charter school must take immediate and appropriate steps to remedy the identified concern.** In accordance with its "tiered intervention" approach to charter school non-



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

compliance and poor performance, the CSD may also send the school appropriate notices, separate and apart from this report, to provide and document time-specific follow-up as necessary. At the other end of the spectrum of performance, any school that earns a rating of *Accomplished* in any category is encouraged to submit to the CSD a summary of those “promising practices” that the school believes have contributed to its success, in order to support the CSD’s ongoing efforts to promote and facilitate reciprocal sharing of promising practices among education leaders from across the entire portfolio of LAUSD schools.

GOVERNANCE	RATING*
Summary of School Performance	4
<p><u>Areas of Demonstrated Strength and/or Progress</u></p> <p>G1: GOVERNANCE STRUCTURE AND EVALUATION OF SCHOOL LEADER(S)</p> <p>The Governing Board has substantially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a system for the evaluation of the school leader(s). Based on the binder review, the school provided the following evidence:</p> <ul style="list-style-type: none"> • The school has implemented an organizational structure aligned to its charter; the Governing board is comprised of seven members. • The Governing Board bylaws are current and were amended on November 10, 2020 • School council(s) are in place as evidenced by the following documentation: <ul style="list-style-type: none"> ○ ELAC meeting agenda & minutes (8/31/20, and 5/3/21) ○ Agenda items included the following: <ul style="list-style-type: none"> ▪ Review the English Learner section of the LCAP and Budget ▪ Needs Assessment Survey/ Encuesta de Evaluación de Necesidades ▪ Uniform Complaint Process/ Procedimiento Uniforme de Quejas ▪ Review of ADA for English Learners ○ SBC Meeting Agenda, & minutes (10/28/20, and 12/2/20) ○ Agenda items included the following: <ul style="list-style-type: none"> ▪ SBC election of Officers ▪ SBC Member Training Determine schedule of meeting dates ▪ Title I: Parent Involvement Policy/Home-School Compact/Pledge ▪ Student Achievement Data (SBAC, ELPAC, California Dashboard) • An evaluation system for school leaders that includes the following criteria: <ul style="list-style-type: none"> ○ Develops a shared commitment to the CNCA Mission ○ Develops shared vision for realizing CNCA Mission ○ Welcomes families and community members into the school ○ Develops and implements a family engagement plan to develop a true partnership ○ Develops partnerships with families to encourage student achievement and success <p>G2: BROWN ACT</p> <p>The Governing Board complies with all material provisions of the Brown Act. Based on the binder review, the school provided the following evidence:</p>	



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

- Board meeting agendas and minutes for meetings held in the last 12 months (1/21/2020 to 1/29/2021)
- Calendar(s) of meetings of Governing Board meetings that have been held for the following dates: (August 11, 2020, August 14, 2020 (Special), August 25, 2020 (Special), September 8, 2020, November 20, 2020, November 23, 2020 (Special), January 12, 2021, and January 29, 2021 (Special))
- Brown Act training occurred on January 12, 2021 and was provided by Procopio Cory Hargreaves & Savitch LLP
- Board posts all agendas and minutes, including special meetings on the school's website, all documents are available through the BoardOnTrack system

G3: DUE PROCESS

The Governing Board has highly developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public. Based on the binder review, the school provided the following evidence:

- A Student and Family Handbook (English and Spanish) which delineates complaint procedures for students and parents, along with the CNCA Formal Complaint Form in English and Spanish
- The Employee Handbook and CNCA/CNTA Collective Bargaining Agreement which delineates complaint procedures for employees
- The school Uniform Complaint Procedures (UCP) are included in the Student and Family Handbook (English and Spanish), and posted on the school's website
 - The UCP identifies the compliance officer, notifications, procedures, and steps in filing a complaint, mediation, investigation, response, final written decision and appeals to the California Department of Education

Areas Noted for Further Growth and/or Improvement

None

Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.

Notes:

None

***NOTE: If the CSD gathers or otherwise receives substantial evidence of conflict(s) of interest with respect to a governing board member or person in a school leadership position (e.g. CEO or principal), a charter school shall receive a rating of 1 in this category.**



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**G1: GOVERNANCE STRUCTURE AND EVALUATION OF SCHOOL LEADER(S) - GOVERNANCE QUALITY INDICATOR #1**

The Governing Board has implemented the organizational structure, roles and responsibilities set forth in the approved charter, including:

- Governing Board (composition, structure, roles and responsibilities) committees/councils (for example, SSC and ELAC [including legally required topics] as applicable), including but not limited to those mandated by laws or regulations
- Evaluation of school's executive level leadership (those positions reporting to the Governing Board, as indicated in Element 4, such as Executive Director, Area Superintendent, Principal, etc.)

Rubric		Sources of Evidence
Performance	<input type="checkbox"/> The Governing Board has fully implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a system for the evaluation of the school leader(s) <input checked="" type="checkbox"/> The Governing Board has substantially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a system for the evaluation of the school leader(s) <input type="checkbox"/> The Governing Board has partially implemented the organizational structure set forth in approved charter, including any mandated committees/councils, and a system for the evaluation of the school leader(s) <input type="checkbox"/> The Governing Board has not implemented the organizational structure set forth in approved charter, nor any mandated committees/councils or a system for the evaluation of the school leader(s)	<input checked="" type="checkbox"/> Organizational chart (B1.1) <input checked="" type="checkbox"/> Bylaws (B1.2) <input checked="" type="checkbox"/> Board member roster (B1.3) <input checked="" type="checkbox"/> Board meeting agendas, and minutes (B1.4) <input type="checkbox"/> Observation of Governing Board meeting <input checked="" type="checkbox"/> Committee/council calendars, agendas, minutes and sign-ins (B1.6) <input checked="" type="checkbox"/> Documentation related to system for evaluation of executive level administrator(s) who reports to the Board. (B1.7) <input type="checkbox"/> Discussion with leadership <input type="checkbox"/> Other: (Specify)

G2: BROWN ACT - GOVERNANCE QUALITY INDICATOR #2

The Governing Board has a system in place to ensure it is adhering to applicable open meeting requirements, which protect the public interest in transparency and help to ensure that decisions are made without apparent or actual conflicts of interest:

- Governing Board meetings occur regularly, are conducted openly, and provide opportunity for public participation in accordance with the Brown Act
- Governing Board holds its meetings at a location(s) and in a manner that complies with teleconferencing, closed session, and access and Reasonable Accommodation requirements and the public has access to the meetings from a location(s) within the jurisdictional boundaries of LAUSD, as noted in the charter petition
- Governing Board meeting agendas and minutes are posted and maintained, as appropriate, including on the school's website and in accordance with the Brown Act and with sufficient specificity
- Governing Board meetings are held in accordance with the requirements of SB 126

Rubric	Sources of Evidence



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Performance	<input checked="" type="checkbox"/> The Governing Board complies with all material provisions of the Brown Act <input type="checkbox"/> The Governing Board complies with most material provisions of the Brown Act <input type="checkbox"/> The Governing Board complies with some material provisions of the Brown Act <input type="checkbox"/> The Governing Board complies with few material provisions of the Brown Act	<input checked="" type="checkbox"/> Board meeting agendas (B1.4) <input checked="" type="checkbox"/> Board meeting calendar (B1.5) <input checked="" type="checkbox"/> Brown Act training documentation (B1.8a) <input checked="" type="checkbox"/> Evidence of SB 126 implementation (B1.8b) <input checked="" type="checkbox"/> Documentation of the school's agenda posting procedures (B1.9) <input type="checkbox"/> Observation of Governing Board meeting <input type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)
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G3: DUE PROCESS - GOVERNANCE QUALITY INDICATOR #3

The Governing Board has systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the school's charter, and LAUSD charter policy, to honor and protect the rights of students, employees, parents, and the public in the following areas:

- Student discipline
- Employee grievances and discipline
- Parent/stakeholder complaint resolution process
- Uniform Complaint Procedures

	Rubric	Sources of Evidence
Performance	<input checked="" type="checkbox"/> The Governing Board has highly developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public <input type="checkbox"/> The Governing Board has well-developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public <input type="checkbox"/> The Governing Board has partially developed systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public <input type="checkbox"/> The Governing Board has minimal or no systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public	<input checked="" type="checkbox"/> Board meeting agendas and minutes (B1.4) <input checked="" type="checkbox"/> Parent-Student Handbook(s) (B1.10) <input checked="" type="checkbox"/> Uniform Complaint Procedure documentation (B1.11) <input checked="" type="checkbox"/> Stakeholder complaint procedure(s) (B1.12) <input checked="" type="checkbox"/> H.R. policies and procedures regarding staff due process (B1.13) <input type="checkbox"/> Observation of Governing Board meeting <input type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**G4: STAFFING - GOVERNANCE QUALITY INDICATOR #4**

The Governing Board has a system in place to ensure that appropriate employment and other staffing decisions are made in accordance with applicable law and the terms of its approved charter governing qualifications, clearances and credentialing:

- The Governing Board has established policies and procedures to ensure that faculty, staff, substitute teachers, and other persons providing service in a certificated position, are appropriately credentialed, authorized and/or otherwise qualified for the positions for which they have been employed/contracted and assigned, in accordance with applicable provisions of law and the school's charter.
- The Governing Board has established policies and procedures to ensure that the school obtains all necessary employee clearances, including criminal background and tuberculosis (TB) clearances, prior to employment, and keeps all clearances current.
- The Governing Board has established policies and procedures to ensure that the school obtains, monitors, and maintains all necessary and appropriate vendor certifications/waivers regarding vendor employee clearances, including criminal background and tuberculosis (TB) clearances.
- The Governing Board has established policies and procedures regarding requirements for school volunteers, including criminal background clearances for all volunteers who perform school site services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students per AB 1667.
- The Governing Board has established and monitors policies governing whether and under what circumstances the school may consider, for paid and volunteer service, candidates who have criminal records.

	Rubric	Sources of Evidence
Performance	<input checked="" type="checkbox"/> The Governing Board has established and monitors comprehensive policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements <input type="checkbox"/> The Governing Board has established and monitors policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements <input type="checkbox"/> The Governing Board has established some policies and procedures to ensure staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements <input type="checkbox"/> The Governing Board has established few or no policies and procedures to ensure staffing in compliance with applicable law staffing in compliance with applicable provisions of law and the charter related to qualifications, clearances, credentialing, and assignment requirements	<input type="checkbox"/> Parent-Student Handbook(s) (B1.10) <input checked="" type="checkbox"/> H.R. policies and procedures regarding ESSA qualifications, credentialing, and clearance requirements (B1.13) <input type="checkbox"/> Observation of Governing Board meeting <input checked="" type="checkbox"/> Discussion with school leadership <input checked="" type="checkbox"/> <i>Certification of Clearances, Credentialing, and Mandated Reporter Training 2020-2021</i> <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**G5: DATA-INFORMED DECISION-MAKING - GOVERNANCE QUALITY INDICATOR #5***The Governing Board has a system in place to ensure ongoing:*

- Review and use of academic and other internal school data and information to ensure sound Governing Board decision-making in support of continuous improvement of student achievement, fiscal viability, compliance, and overall public school excellence
- Monitoring of the school's implementation of its LCAP/Learning Continuity Attendance Plan (action plans and progress toward LCAP goals)

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The Governing Board regularly monitors school performance and other internal data to inform decision-making (e.g., approving action plans, resources, evaluation criteria) <input checked="" type="checkbox"/> The Governing Board monitors school performance and other internal data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.) <input type="checkbox"/> The Governing Board inconsistently monitors school performance and other internal data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.) <input type="checkbox"/> The Governing Board seldom monitors school performance and other internal data to inform decision-making (e.g., approving action plans, resources, evaluation criteria, etc.)	<input checked="" type="checkbox"/> Board meeting agendas and minutes with supporting materials and evidence of school performance and other internal data (B1.4) <input checked="" type="checkbox"/> Other evidence of a system for Board review and analysis of internal school data to inform decision-making (B1.14) <input type="checkbox"/> Observation of Governing Board meeting <input checked="" type="checkbox"/> Discussion with leadership <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**G6: FISCAL CONDITION - GOVERNANCE QUALITY INDICATOR #6***The Governing Board has a system in place to ensure fiscal viability:*

- The school is fiscally strong and net assets are positive in the prior two independent audit reports.

	Rubric	Sources of Evidence
Performance	<input checked="" type="checkbox"/> The school is fiscally strong with positive net assets in the prior two independent audit reports <input type="checkbox"/> The school is fiscally stable, with positive net assets in the most current independent audit report <input type="checkbox"/> The school is fiscally weak (e.g., inadequate cash flow, financial condition reflecting a downward trend that illustrates significantly deteriorating financial health potentially leading to negative net assets in the current Fiscal Year and/or the following Fiscal Year, etc.), net assets are negative in the most current independent audit report, or the school does not have an independent audit report on file with the Charter Schools Division <input type="checkbox"/> The school is consistently fiscally weak (e.g., inadequate cash flow, financial condition reflecting a downward trend that illustrates significantly deteriorating financial health potentially leading to negative net assets in the current Fiscal Year and/or the following Fiscal Year, etc.) and/or net assets are negative in the prior two independent audit reports, or the school does not have an independent audit report on file with the Charter Schools Division	<input checked="" type="checkbox"/> Board meeting agendas and minutes (B1.4) <input checked="" type="checkbox"/> Other evidence of a system for Board review and monitoring of fiscal policies, procedures, budget, and finances (B1.15) <input type="checkbox"/> Observation of Governing Board meeting <input checked="" type="checkbox"/> Discussion with leadership <input checked="" type="checkbox"/> Independent audit report(s) <input checked="" type="checkbox"/> Other financial information submitted by the school <input checked="" type="checkbox"/> Other: (see Fiscal Operations section below)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

G7: In light of COVID-19, the school may be unable to provide certain or all documentation to support transactions that were selected for testing for this indicator. If sufficient fiscal documentation is not available, a score will not be earned for this indicator and it will not impact the overall score for the Governance section.

G7: FISCAL MANAGEMENT AND ACCOUNTABILITY - GOVERNANCE QUALITY INDICATOR #7

The Governing Board has a system in place to ensure sound fiscal management and accountability:		
<ul style="list-style-type: none"> The school adheres to the Governing Board approved fiscal policies and procedures, and does not have any areas noted for improvement. 		
Rubric		Sources of Evidence
Performance	<input checked="" type="checkbox"/> The school adheres to the Governing Board approved fiscal policies and procedures, and does not have any areas noted for improvement <input type="checkbox"/> The school generally adheres to the Governing Board approved fiscal policies and procedures, but has areas noted for improvement <input type="checkbox"/> The school is not adhering to the Governing Board approved fiscal policies and procedures, and has areas noted for improvement, or has significant fiscal-related issues (e.g., fiscal mismanagement, audit findings, potential conflicts of interest, inadequate cash flow, etc.) <input type="checkbox"/> The school is continuously not adhering to the Governing Board approved fiscal policies and procedures, and has recurring areas noted for improvement, or has significant and recurring fiscal-related issues (e.g., fiscal mismanagement, audit findings, potential conflicts of interest, inadequate cash flow, etc.)	<input checked="" type="checkbox"/> Board meeting agendas and minutes (B1.4) <input type="checkbox"/> Other evidence of a system for Board review and monitoring of fiscal policies, procedures, budget, and finances (B1.15) <input checked="" type="checkbox"/> Observation of Governing Board meeting <input checked="" type="checkbox"/> Discussion with leadership <input checked="" type="checkbox"/> Independent audit report(s) <input checked="" type="checkbox"/> Other: (see Fiscal Operations section below)
Progress on LAUSD Board of Education and/or MOU Benchmarks related to GOVERNANCE (if applicable):		
N/A		



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE	RATING*
Summary of School Performance	3
California Department of Education's (CDE) Charter School's Performance Category	Middle Performing
<p>Does the charter school qualify for technical assistance? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Is the charter school a state-identified school under the Every Student Succeeds Act (ESSA)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes, what is the school's identification? (See additional information within "Notes" section below)</p> <p><input type="checkbox"/> Comprehensive Support and Improvement (CSI)</p> <p><input type="checkbox"/> Additional Targeted Support and Improvement (ATSI)</p>	
<p><u>Areas of Demonstrated Strength and/or Progress</u></p> <p>A1: DASHBOARD SCHOOLWIDE ELA INDICATOR The schoolwide Dashboard ELA Indicator color is Blue (35.4)</p> <p>A6: DASHBOARD SCHOOLWIDE SUSPENSION RATE INDICATOR The schoolwide Dashboard Suspension Rate Indicator color is green (1.3%)</p> <p>A8: DASHBOARD SUBGROUP ELA All numerically significant subgroups have "Status/DFS" scores above the statewide averages (Latino 33.4 vs. -26.6, and Socioeconomically Disadvantaged - 33.6vs. -30.1)</p> <p>A10: DASHBOARD SUBGROUP COLLEGE/CAREER INDICATOR (CCI) All numerically significant subgroups have "Status/DFS" scores above the statewide averages (Latino 40.7% vs. 36.1%, and Socioeconomically Disadvantaged 40.9% vs. 35.8%)</p> <p>11: ENGLISH LEARNER RECLASSIFICATION – The school reclassifies English Learners at a rate higher than the state average (22.0% to 13.8%)</p> <p><u>Areas Noted for Further Growth and/or Improvement</u></p> <p>A2: DASHBOARD SCHOOLWIDE MATH INDICATOR The schoolwide Dashboard Math Indicator color is yellow (-91.3) School leadership shared the following strategies to improve Math achievement:</p>	



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

- The administrative team is focused on ensuring consistent observation of Math classrooms to hold teachers accountable to the school-wide priorities, providing teachers with bite-size actionable feedback
 - The Assistant Principal of Instruction conducts bi-weekly classroom observations of 8 math and science teachers, providing feedback on the school's instructional focus
- The administrative team has created pacing plans for all Math courses, focusing on gaining a deeper understanding of the Common Core State Standards and implementing student to student discourse in math
- The CNCA Director of Mathematics conducts monthly classroom observations, providing feedback to the administrative team
- Math teachers have developed their own CPM focused unit plans and a modified year-long pacing plan
 - Math Teachers are provided weekly department wide planning time to intellectually prepare for the upcoming week
 - Teachers are provided time to analyze unit and quarterly assessment data in order to analyze the results and then use the results to guide instruction
 - Teachers provide students with standards-based instruction that includes intentional student to student mathematical discourse
- Math teachers have analyzed common benchmark data quarterly, shared best practices during cross-site PLC intellectual preparation spaces, and then used the results to guide instruction

A4: DASHBOARD SCHOOLWIDE COLLEGE/CAREER INDICATOR (CCI)

The schoolwide Dashboard CCI color is **orange**, (40.9%)

School leadership shared the following strategies to improve outcomes in the College/Career indicator:

- The school holds monthly grade level meetings focusing on ensuring students and their parents have support so students can meet the school's graduation requirements, A-G requirements, college preparation, understanding high school credits and their GPA, financial aid and other relevant topics
- School counselors hold yearly A-G requirements checks with every family between September and February of each year to review progress towards meeting the school's A-G requirements
- The school offers college credit courses on campus through a partnership with Los Angeles Community College, classes have included Engineering, Counseling and courses that meet the Intersegmental General Education Transfer Curriculum (IGETC) requirement
- The school offers students college seminar courses as part of the school's graduation requirements. The courses assist students with understanding graduation requirements, A-G requirements, their class schedules, and strategies to help them succeed at each grade
- The school will have 10-15 students who qualify this year for the Sate Seal of Biliteracy

A7: DASHBOARD SCHOOLWIDE GRADUATION RATE INDICATOR

The schoolwide Dashboard Graduation Rate Indicator color is **orange**, (89.3%)

School leadership shared the following strategies to improve outcomes in the Graduation Rate indicator:

- The school holds monthly grade level meetings focusing on ensuring students and their parents have support so students can meet the school's graduation requirements, A-G requirements, college preparation, understanding high school credits and their GPA, financial aid and other relevant topics
- The school utilizes APEX and Edgenuity to provide both remedial and enrichment courses. Students who take these courses are enrolled in a Study Lab where they work on assignments and receive support from a credentialed teacher
- The school offers Summer School, students can take one or two courses to help them stay on track for graduation



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

- The school offers remedial courses during the year; students can make up both semester 1 and semester 2 courses
- This year the school has trained teachers to implement a targeted and “just-in-time intervention” approach to providing support to accelerate student learning
- The school offers Academic Winter/Summer Camp (extended semester) to allow students who are close to reaching standards proficiency more time to reach competence. Students work with credentialed teachers and staff who support them with organization, completing make up work and preparing them to retake assessments
- The school provides after-school tutoring Monday through Thursday from 3:30PM -5:30PM. After-school tutors are credentialed teachers who communicate with the students’ teachers to provide support
- The school provides reading and math intervention courses based on data from Achieve 3000, Interim assessment blocks and benchmarks assessments
- The school is changing to the i-Ready assessment program for the 2021-2022 school year

A9: DASHBOARD SUBGROUP MATH

None of the school’s numerically significant subgroups have “Status/DFS” scores above the statewide averages (Latino -90.7 vs. -62.2, and Socioeconomically Disadvantaged -94.4 vs. -63.7)

School leadership shared the following strategies to improve Math achievement:

- Math teachers have developed their own CPM focused unit plans and a modified year-long pacing plan
 - Math Teachers are provided weekly department wide planning time to intellectually prepare for the upcoming week
 - Teachers are provided time to analyze unit and quarterly assessment data in order to analyze the results and then use the results to guide instruction
 - Teachers provide students with standards-based instruction that includes intentional student to student mathematical discourse
- Math teachers have analyzed common benchmark data quarterly, shared best practices during cross-site PLC intellectual preparation spaces, and then used the results to guide instruction
- The Math department is focusing on data driven instruction as follows:
 - Use of diagnostic assessments to examine key learnings from prior grades and provides specific information about student strengths and areas of need
 - Consistent Formative and “Just in Time” Interventions (Kahoot, Peardeck, Exit Tickets, etc.)
 - Use of Intellectual Preparation time to analyze student work, create targeted action plans, and take action that aims to accelerate learning

Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.

Notes:

Rate of “**At Risk**” ELs in comparison to the state average – Lower (2.7% to 5.7%)

Rate of “**LTEs**” in comparison to the state average – Lower (7.3% vs. 8.9%)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**Graduation Criteria:**

CNCA Proposed Minimum Required Coursework for Graduation			
Courses	Grade Type	Number of Courses	Credits****
A-G Courses	C or higher	33 semesters	165
		(16.5 year long-classes)	
I-grad & Senior Seminar	C or higher	3	30
Electives*	C or higher	15 semesters	75
Internship**	1 completed	1	5
Service Hours***	40 hours		5
College Application Completion	At least four college applications must be submitted		
			280
*For students transferring in, the minimum grade requirement for transferrable elective credits will be determined on a case by case basis.			
** An internship must be completed for all CNCA High School students who attend CNCA high school beginning in ninth grade			
*** 10 hours per year enrolled in a CNCA High School			
**** In exceptional instances, such as newcomers beginning in 11th grade, the minimum number of credits required for graduation might be reconsidered, contingent on approval by CEO.			

Reclassification Criteria:

Reclassification criteria are as follows:

- Summative ELPAC Score
 - Overall performance level of 4
- English Lexile Level
 - Lexile level falls within the “approaching college and career readiness” band or better
- English Writing Score
 - On-demand writing sample indicates that English writing approaches Standards (e.g., a score of a 2+ on a 4-point CNCA rubric). SBAC Writing Domain score may be used for this criterion
- Teacher Evaluation



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

- ELA progress report grade C or better
- Parent Opinion
 - Once relevant data have been shared with the parent or guardian with educational rights, that family member must indicate their approval on the RFEP letter

****NOTE: A charter school cannot receive a rating in this category greater than a 1 if the school has been identified as a "low-performing" charter school based on the state's published annual list.***



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**A1: DASHBOARD SCHOOLWIDE ELA INDICATOR - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #1**

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide ELA data (CDE)

Rubric		Sources of Evidence
Performance	<input checked="" type="checkbox"/> The schoolwide Dashboard ELA Indicator color is blue <input type="checkbox"/> The schoolwide Dashboard ELA Indicator color is green <input type="checkbox"/> The schoolwide Dashboard ELA Indicator color is yellow <input type="checkbox"/> The schoolwide Dashboard ELA Indicator color is either red or orange <input type="checkbox"/> N/A - No color assigned for the ELA Indicator on the Dashboard	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set (B2.1) <input type="checkbox"/> Other: (Specify)

A2: DASHBOARD SCHOOLWIDE MATH INDICATOR - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #2

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide Math data (CDE)

Rubric		Sources of Evidence
Performance	<input type="checkbox"/> The schoolwide Dashboard Math Indicator color is blue <input type="checkbox"/> The schoolwide Dashboard Math Indicator color is green <input checked="" type="checkbox"/> The schoolwide Dashboard Math Indicator color is yellow <input type="checkbox"/> The schoolwide Dashboard Math Indicator color is either red or orange <input type="checkbox"/> N/A - No color assigned for the Math Indicator on the Dashboard	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set (B2.1) <input type="checkbox"/> Other: (Specify)

A3: DASHBOARD SCHOOLWIDE ENGLISH LEARNER PROGRESS INDICATOR (ELPI) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #3

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide ELPI data (CDE)

Rubric		Sources of Evidence
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LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Performance	<input type="checkbox"/> The schoolwide Dashboard ELPI color is blue <input type="checkbox"/> The schoolwide Dashboard ELPI color is green <input type="checkbox"/> The schoolwide Dashboard ELPI color is yellow <input type="checkbox"/> The schoolwide Dashboard ELPI color is either red or orange <input checked="" type="checkbox"/> N/A - No color assigned for the ELPI on the Dashboard	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set (B2.1) <input type="checkbox"/> ELPAC Criterion reports (CDE) (B2.3) <input type="checkbox"/> Other: (Specify)
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A4: DASHBOARD SCHOOLWIDE COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-12) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #4

<i>The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:</i>		
<ul style="list-style-type: none"> California School Dashboard Schoolwide CCI data (CDE) 		
Rubric		Sources of Evidence
Performance	<input type="checkbox"/> The schoolwide Dashboard CCI color is blue <input type="checkbox"/> The schoolwide Dashboard CCI color is green <input type="checkbox"/> The schoolwide Dashboard CCI color is yellow <input checked="" type="checkbox"/> The schoolwide Dashboard CCI color is either red or orange <input type="checkbox"/> N/A - No color assigned for the CCI on the Dashboard <input type="checkbox"/> N/A - CCI is not applicable for the grade levels assigned at the charter school	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set (B2.1) <input type="checkbox"/> Other: (Specify)

A5: DASHBOARD SCHOOLWIDE CHRONIC ABSENTEEISM INDICATOR - (GRADES K-8) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #5

<i>The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:</i>		
<ul style="list-style-type: none"> California School Dashboard Schoolwide Chronic Absenteeism Indicator data (CDE) 		
Rubric		Sources of Evidence
Performance	<input type="checkbox"/> The schoolwide Dashboard Chronic Absenteeism Indicator color is blue <input type="checkbox"/> The schoolwide Dashboard Chronic Absenteeism Indicator color is green <input type="checkbox"/> The schoolwide Dashboard Chronic Absenteeism Indicator color is yellow <input type="checkbox"/> The schoolwide Dashboard Chronic Absenteeism Indicator color is either red or orange <input type="checkbox"/> N/A - No color assigned for the Chronic Absenteeism Indicator on the Dashboard <input checked="" type="checkbox"/> N/A - The Chronic Absenteeism Indicator is not applicable for the grade levels assigned at the charter school	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set (B2.1) <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021
A6: DASHBOARD SCHOOLWIDE SUSPENSION RATE INDICATOR - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #6

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide Suspension Rate Indicator data (CDE)

Rubric		Sources of Evidence
Performance	<input type="checkbox"/> The schoolwide Dashboard Suspension Rate Indicator color is blue <input checked="" type="checkbox"/> The schoolwide Dashboard Suspension Rate Indicator color is green <input type="checkbox"/> The schoolwide Dashboard Suspension Rate Indicator color is yellow <input type="checkbox"/> The schoolwide Dashboard Suspension Rate Indicator color is either red or orange <input type="checkbox"/> N/A - No color assigned for the Suspension Rate Indicator on the Dashboard	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set (B2.1) <input type="checkbox"/> Other: (Specify)

A7: DASHBOARD SCHOOLWIDE GRADUATION RATE INDICATOR - (GRADES 9-12) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #7

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- California School Dashboard Schoolwide Graduation Rate Indicator data (CDE)

Rubric		Sources of Evidence
Performance	<input type="checkbox"/> The schoolwide Dashboard Graduation Rate Indicator color is blue <input type="checkbox"/> The schoolwide Dashboard Graduation Rate Indicator color is green <input type="checkbox"/> The schoolwide Dashboard Graduation Rate Indicator color is yellow <input checked="" type="checkbox"/> The schoolwide Dashboard Graduation Rate Indicator color is either red or orange <input type="checkbox"/> N/A - No color assigned for the Graduation Rate Indicator on the Dashboard <input type="checkbox"/> N/A - Graduation Rate Indicator is not applicable for the grade levels assigned at the charter school	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set (B2.1) <input type="checkbox"/> Provide Graduation Requirements (Additional info within "Notes" section above) (B2.5) <input type="checkbox"/> Other: (Specify)

A8: DASHBOARD SUBGROUP ELA - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #8

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- Performance of all numerically significant subgroups (30 or more students) on the California School Dashboard ELA (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE)

Rubric	Sources of Evidence



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Performance	<input checked="" type="checkbox"/> All numerically significant subgroups have “Status/Distance From Standard (DFS)” scores above the statewide averages <input type="checkbox"/> The majority of numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> Less than a majority of the numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> None of the school’s numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> N/A - No assessment of performance for this indicator	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability’s Data Set (B2.1) <input type="checkbox"/> Other: (Specify)
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A9: DASHBOARD SUBGROUP MATH - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #9

<p><i>The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:</i></p> <ul style="list-style-type: none"> Performance of all numerically significant subgroups (30 or more students) on the California School Dashboard Math (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE) 		
Rubric		Sources of Evidence
Performance	<input type="checkbox"/> All numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> The majority of numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> Less than a majority of the numerically significant subgroups have “Status/DFS” scores above the statewide averages <input checked="" type="checkbox"/> None of the school’s numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> N/A - No assessment of performance for this indicator	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability’s Data Set (B2.1) <input type="checkbox"/> Other: (Specify)

A10: DASHBOARD SUBGROUP COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-12) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #10

<p><i>The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:</i></p> <ul style="list-style-type: none"> Performance of all numerically significant subgroups (30 or more students) on the California School Dashboard CCI (students with disabilities, English Learners, and socio-economically disadvantaged students, etc.)(CDE) 		
Rubric		Sources of Evidence
Empty cells for rubric and evidence		



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Performance	<input checked="" type="checkbox"/> All numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> The majority of numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> Less than a majority of the numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> None of the school’s numerically significant subgroups have “Status/DFS” scores above the statewide averages <input type="checkbox"/> N/A - No assessment of performance for this indicator <input type="checkbox"/> N/A - CCI is not applicable for the grade levels assigned at the charter school	<input checked="" type="checkbox"/> California School Dashboard Report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability’s Data Set (B2.1) <input type="checkbox"/> Other: (Specify)
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A11: ENGLISH LEARNER RECLASSIFICATION - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #11

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

- English Learner reclassification rate for 2019-2020 (CDE)

	Rubric	Sources of Evidence
Performance	<input checked="" type="checkbox"/> The school reclassifies English Learners at a rate higher than the state average <input type="checkbox"/> The school reclassifies English Learners at a rate similar to the state average <input type="checkbox"/> The school reclassifies English Learners at a rate lower than the state average <input type="checkbox"/> The school did not reclassify any of its English Learners <input type="checkbox"/> N/A - The school did not have any English Learners <input type="checkbox"/> N/A - No assessment of performance for this indicator	<input checked="" type="checkbox"/> Reclassification report (CDE) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability’s Data Set (B2.1) <input type="checkbox"/> ELPAC Criterion reports (CDE) (B2.3) <input type="checkbox"/> Reclassification Criteria for all applicable grade levels (Additional info within “Notes” section above) (B2.4) <input type="checkbox"/> Rate of “ At Risk ” ELs in comparison to the state average <input type="checkbox"/> Higher <input type="checkbox"/> Same <input checked="" type="checkbox"/> Lower (Additional info within “Notes” section above) (B2.4) <input type="checkbox"/> Rate of “ LTEs ” in comparison to the state average <input type="checkbox"/> Higher <input type="checkbox"/> Same <input checked="" type="checkbox"/> Lower (Additional info within “Notes” section above) (B2.4)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

***INDICATOR A12 IS APPLICABLE TO NEW CHARTER SCHOOLS WHICH DO NOT HAVE CAASPP (SBAC)/DASHBOARD SCORES AND ALL CHARTER SCHOOLS**

Due to COVID-19, the school may be unable to provide accurate data for this indicator. If no data is available, a score will not be earned for this indicator and it will not impact the overall score for the Student Achievement and Educational Performance section.

A12: VERIFIED DATA/INTERNAL ASSESSMENTS (ALL Grades and New Charter Schools) - STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE QUALITY INDICATOR #12**

The school demonstrates student academic achievement, including progress towards closing the achievement gap, for ALL grades or as a new school with no CAASPP (SBAC) data as measured by:

- The school's "Verified Data"/Internal Assessments (with analysis of results based on the four bullets below) schoolwide, by subgroups, and grade-levels in ELA and Math
- Other academic achievement data gathered or produced by the school, such as Advanced Placement examination participation and passage rates, A-G requirements progress and "strong postsecondary outcome" data (completion rates, high school graduation rates, and college acceptance rates) equal to similar peers

AB1505 "Verified Data" questions:

1. Explain how the data submitted is data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced.
2. Describe how the data submitted shows "one year's progress" as growth in achievement in ELA and Math from one academic year to the next.
3. Explain how the data submitted shows that the charter school demonstrates either the same or higher growth levels as schools serving similar student populations, for each year of the charter school's current term of the charter.
4. Explain how the data submitted demonstrates strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates, equal to similar peers, at the time of the submission of the renewal petition.

****NOTE: Indicator A12 Verified Data/Internal Assessments: At this time, a school's submission of verified data will serve for informational purposes (i.e., instructional areas of focus). Considering the recent adoption of verified data sources by the State Board of Education, as well as potential regulations related to verified data, a school's submission of during this 2020-2021 oversight visit will not receive a score in the *Student Achievement and Educational Performance* rating. For schools scheduled for renewal in the 2021-2022 fiscal year, the District will consider applicable verified data the school elects to submit as part the school's scheduled renewal submission, and aligned to State guidance. If a charter school up for a renewal in 2021-2022 chooses to submit verified data/internal assessments as part of their virtual oversight visit, the information provided will not constitute what may be requested as part of the *Renewal Application* submission. Applicable updates by the State will inform further updates related to verified data.**

	Rubric	Sources of Evidence
Perfor man	<input type="checkbox"/> The school has demonstrated accomplished levels of student achievement and progress as measured by "Verified Data"/Internal Assessments that are regularly monitored and	<input type="checkbox"/> "Verified Data"/Internal Assessment Data and other relevant information (B2.6) <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

	<p>analyzed and that reflect “at least one year’s progress” in student achievement in ELA and Math for all of the school’s numerically significant subgroups in all grade-levels</p> <p><input type="checkbox"/> The school has demonstrated proficient levels of student achievement and progress as measured by “Verified Data”/Internal Assessments that are regularly monitored and analyzed and that reflect “at least one year’s growth” in student achievement in ELA and Math for the majority of the school’s numerically significant subgroups and grade-levels.</p> <p><input type="checkbox"/> The school has demonstrated developing levels of student achievement and progress as measured by “Verified Data”/Internal assessments that are regularly monitored and analyzed and that reflect “at least one year’s growth” in student achievement in ELA and Math for less than a majority of the school’s numerically significant subgroups and grade-levels</p> <p><input type="checkbox"/> The school has demonstrated unsatisfactory levels of student achievement and progress as measured by “Verified Data”/Internal assessments and that reflect no growth or a decline in student achievement in ELA and Math for the majority of the school’s numerically significant subgroups and grade-levels, or the school has not collected and/or analyzed and monitored internal assessment or other academic achievement data; or <u>did not</u> provide “verified data”.</p> <p><input checked="" type="checkbox"/> N/A - No assessment of performance for this indicator.</p>	
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Progress on LAUSD Board of Education and/or MOU Benchmarks related to STUDENT ACHIEVEMENT (if applicable):
N/A



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**LEARNING CONTINUITY AND ATTENDANCE PLAN 2020-2021 (For Informational Purposes Only)***The CSD reviewed the Learning Continuity and Attendance Plan.*

All requested template information and descriptions were provided:	Sources of Evidence
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> General Information <input checked="" type="checkbox"/> Stakeholder Engagement <input checked="" type="checkbox"/> In-Person Instructional Offerings <ul style="list-style-type: none"> Actions Related to In-Person Instructional Offerings <input checked="" type="checkbox"/> Distance Learning Program which includes: <ul style="list-style-type: none"> Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, Supports for Pupils with Unique Needs, Actions Related to the Distance Learning Program <input checked="" type="checkbox"/> Pupil Learning Loss <ul style="list-style-type: none"> Pupil Learning Loss Strategies, Effectiveness of Implemented Pupil Learning Loss Strategies, Actions to Address Pupil Learning Loss <input checked="" type="checkbox"/> Mental Health and Social Emotional Well-Being <input checked="" type="checkbox"/> Pupil and Family Engagement and Outreach <input checked="" type="checkbox"/> Additional Actions to Implement the Learning Continuity Plan <input checked="" type="checkbox"/> Increased or Improved Services for Foster Youth, English Learners and Low-Income Students 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Learning Continuity Plan (B2.7) <input checked="" type="checkbox"/> Board Agenda and Minutes (B2.7)
Notes:	
None	



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS	RATING*
Summary of School Performance	3
<p><u>Areas of Demonstrated Strength and/or Progress</u></p> <p>O1: SCHOOL SAFETY AND OPERATIONS: SCHOOL SAFETY PLAN AND PROCEDURES The school has a well-developed developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety. Based on the binder review, and interviews with school leaders, the school provided the following evidence:</p> <ul style="list-style-type: none"> • Comprehensive Health, Safety, and Emergency preparedness plan, including emergency team roles and assignments, evacuation route maps, and emergency procedures • COVID 19 Visitor Policy and Procedures • Completion of training course(s) for Child Abuse, Blood Borne Pathogens, Suicide Prevention and Awareness, and Epi-pen (2/11/2021) • Pupil Suicide Prevention Policy in compliance with AB 2246 • Per AB 2009, the school has automated external defibrillator(s) (AED) <p>O3: STANDARDS–BASED INSTRUCTION The school has substantially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS. Based on the binder review and interviews with school leadership and teachers, the school provided the following evidence:</p> <ul style="list-style-type: none"> • Standard based Curriculum Maps and Pacing plans for: Algebra, Algebra 2/Geometry, Precalculus, Physics, and Chemistry • Literacy Framework 5 year plan, lesson plans and week agendas • Classroom observations provided examples of the school focus on checks for understanding, small group instruction, and guided practice • WASC accreditation letter dated 5/1/2017, six-year cycle ending in June 30, 2023 • A-G high school courses have been approved through UC Doorway • Seventy percentage of graduating seniors were accepted to a 4-year college <p>O8: PROFESSIONAL DEVELOPMENT The school has implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter. Based on the binder review and interviews with school leadership, the school provided the following evidence:</p> <ul style="list-style-type: none"> • Summer professional development (August 5 through August 7, 2020) that includes the following: <ul style="list-style-type: none"> ○ Distance learning program, including an overview of the program and its goals, a deep dive into teacher and student schedules, best practices for synchronous and asynchronous remote instruction ○ A technology bootcamp session to train teachers in the school’s tech-based resources such as Google Classroom and G Suite, and online adaptive platforms 	



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

- Teachers are involved in data analysis on a quarterly basis, identifying next steps in instruction and the sharing of “best practices” with CNCA’s sister high school
- Teachers have professional development for a minimum of two hours every Friday, including sessions on distance learning pedagogy, accelerated learning practices to mitigate learning loss, assessment and data analysis, and intellectual preparation
- The school’s Resource Specialist Program team attend monthly Spotlight Inclusion Professional development provided by HSO to discuss compliance needs and best practices
- Administrators receive PD in leading accelerated learning through a partnership with ANet. Resources, knowledge from this partnership are brought back to teachers and staff via Friday PDs for implementation
- Administrators hold regular (weekly to bi-weekly) coaching and observation of teacher practice. Observations include both scheduled and unscheduled observations of live virtual teaching, as well as review of Google Classroom assignments and videos

Areas Noted for Further Growth and/or Improvement

O4: MEETING THE NEEDS OF ALL STUDENTS; SUBGROUP DATA ANALYSIS

The school has partially implemented the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and partially modifies instruction based on data analysis

- The schoolwide Dashboard Math Indicator color is yellow (-91.3)
- None of the school’s numerically significant subgroups have “Status/DFS” scores above the statewide averages
- The schoolwide Dashboard CCI color is orange (40.9%)
- The schoolwide Dashboard Graduation Rate Indicator color is orange (89.3%)

In light of these results, and to support improved academic achievement for Math, and improve the College and Career and Graduation indicators, the school has shared strategies, interventions and supports as noted in the Student Achievement and Educational Performance indicator of this report.

Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report

Notes:

None



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

***NOTE: A charter school shall receive a rating of 1 in this category for any of the following reasons: (1) Failed to have Health, Safety, and Emergency Plan in place; (2) Failed to conduct child abuse mandated reporter training in accordance with AB 1432; (3) Failed to complete criminal background clearances for all new staff and sole proprietor (as defined on the Certification of Clearances, Credentialing, and Mandated Reporter Training 2020-2021) prior to employment; or (4) Failed to obtain DOJ clearance certification, as appropriate, from a vendor. A charter school cannot receive a rating in this category greater than 2 if any teacher of the core instructional program is not appropriately credentialed and assigned per legal requirements and the school's current approved charter.**

O1: SCHOOL SAFETY AND OPERATIONS: SCHOOL SAFETY PLAN AND PROCEDURES - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #1

The school has a system in place to ensure that:

- The school has a current site-specific comprehensive Health, Safety, and Emergency Plan
(Note: for co-locations, the charter school adheres and complies with the District school's Health, Safety and Emergency Plan)
- The school is able and prepared to implement its emergency procedures in the event of a natural disaster or other emergency (includes threat assessment protocol)
- School staff and other mandated reporters working on behalf of the school receive timely training on child abuse awareness and reporting in accordance with the requirements of AB 1432
- School staff receives annual training on the handling of bloodborne pathogens
- The school has a Visitor's policy and it's visible in the main office
- AB 1767, requires the governing board or body of a local education agency (LEA) that serves pupils in kindergarten and grades 1 to 6, inclusive, to adopt, and update as prescribed, a policy on pupil suicide prevention that specifically addresses the needs of high-risk groups
- A Pupil Suicide Prevention Policy (grades 7-12) is in place, in compliance with AB 2246

Rubric	Sources of Evidence
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LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Performance	<input type="checkbox"/> The school has a highly developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety <input checked="" type="checkbox"/> The school has a well-developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety <input type="checkbox"/> The school has a partially developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety <input type="checkbox"/> The school has a minimal or no system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety	<input checked="" type="checkbox"/> Parent-Student Handbook(s) (B1.10) <input checked="" type="checkbox"/> Comprehensive Health, Safety, and Emergency Plan (B3.1b) <input checked="" type="checkbox"/> Evacuation route maps (B3.1b) <input type="checkbox"/> Documentation of emergency drills and training (B3.1c) <input type="checkbox"/> Evidence of provision and location of onsite emergency supplies (B3.1b) <input type="checkbox"/> Evidence of AB 1767 implementation (grades K-6) (B3.1g) <input checked="" type="checkbox"/> Evidence of AB 2246 implementation (grades 7-12) (B3.1f) <input checked="" type="checkbox"/> Child abuse mandated reporter training documentation (B3.1d and B3A.4) <input checked="" type="checkbox"/> Bloodborne pathogens training documentation (B3.1e and B3A.4) <input checked="" type="checkbox"/> <i>Certification of Clearances, Credentialing, and Mandated Reporter Training 2020-2021</i> (“ESSA Grid”) (B3A.1) <input checked="" type="checkbox"/> Virtual classroom observation <input checked="" type="checkbox"/> Visitor’s Policy (B3.1a) <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)
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LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**O2: HEALTH AND SAFETY - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #2***The school has a system in place to ensure that:*

- For each school site, the school has a current site-specific Certificate of Occupancy or equivalent that authorizes the current use of the site
- School provides documentation of student immunization and
- School provides documentation of health screening per applicable law and terms of the charter (vision screenings upon school entry and every third year thereafter through grade 8 and hearing screenings are mandated in kindergarten/first grade and in second, fifth, eighth, tenth/eleventh grade and upon first school entry)
- School maintains an emergency epinephrine auto-injectors (“epi-pen”) onsite and has provided training to volunteer staff member(s) in the storage and emergency use of the epi-pen, per applicable law
- Per AB 1871, charter schools are required to provide needy students with one nutritionally adequate free or reduced priced meal each day
- Per AB 2009, any charter school that offers an interscholastic athletic program is required to have at least one automated external defibrillator (AED)
- Per SB 972, student ID cards for schools serving grades 7-12 have the phone number of the National Suicide Prevention Lifeline printed on at least one side

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The school has a highly developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens <input checked="" type="checkbox"/> The school has a well-developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens <input type="checkbox"/> The school has a partially developed system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens <input type="checkbox"/> The school has a minimal or no system in place to ensure protection of student and staff health and safety, and compliance with applicable legal and charter requirements related to health and safety for Certificates of Occupancy, immunization, health screenings and emergency epi-pens	<input checked="" type="checkbox"/> Parent-Student Handbook(s) (B1.10) <input checked="" type="checkbox"/> Certificate of Occupancy or equivalent (B3.2a) <input checked="" type="checkbox"/> Evidence of student immunization (B3.2b) <input checked="" type="checkbox"/> Evidence of health screening (B3.2b) <input checked="" type="checkbox"/> Evidence of Epi-pen (B3.2c) <input checked="" type="checkbox"/> AED (schools with an interscholastic athletic program) (B3.2e) <input checked="" type="checkbox"/> Evidence of SB 972 (B3.2f) <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **4/20/2021****O3: STANDARDS-BASED INSTRUCTION - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #3****The school has:**

- Implemented standards-based instruction schoolwide in accordance with the California academic content standards, including the California Common Core State Standards (CA CCSS), and the California Next Generation Science Standards (CA NGSS) that are applicable to the grade levels served
- Obtained WASC accreditation (**high schools only**)
- Implemented a system to monitor student progress toward and completion of graduation and A-G requirements (**high schools only**)
- Received UC/CSU approval of courses (UC Doorways) (**high schools only**)

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The school has fully-implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS <input checked="" type="checkbox"/> The school has substantially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS <input type="checkbox"/> The school has partially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS <input type="checkbox"/> The school has minimally implemented, or not at all, grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS & CA NGSS	<input checked="" type="checkbox"/> Evidence of standards-based instructional program (B3.3a) <input checked="" type="checkbox"/> Evidence of implementation of CA NGSS (B3.3a) <input checked="" type="checkbox"/> LCAP (B3.3b) <input type="checkbox"/> Evidence of technology readiness to administer CAASPP assessments (B3.3c) *new schools only <input checked="" type="checkbox"/> WASC documentation (B3.3d) <input checked="" type="checkbox"/> UC Doorways course approval documentation (B3.3e) <input type="checkbox"/> Evidence of implementation of Transitional Kindergarten (B3.3i) <input checked="" type="checkbox"/> Professional development documentation (B3.4b) <input checked="" type="checkbox"/> Virtual classroom observation <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**O4: MEETING THE NEEDS OF ALL STUDENTS; SUBGROUP DATA ANALYSIS - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #4****The school:**

- Implements the differentiation, intervention, and other instructional strategies and approaches described in the charter designed to meet the learning needs of all students, including all subgroups identified in the school's LCAP and by CDE
- Disaggregates and analyzes data on a regular basis to address individual student needs
- Implements, monitors, and modifies, as appropriate, its Master Plan for English Learners (EL identification, designated and integrated ELD standards-based instruction, progress monitoring, assessment, and reclassification)
- Has appointed a designee to assist and support foster youth

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The school has fully implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and modifies instruction based on data analysis <input type="checkbox"/> The school has substantially implemented and monitors the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and generally modifies instruction based on data analysis <input checked="" type="checkbox"/> The school has partially implemented the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and partially modifies instruction based on data analysis <input type="checkbox"/> The school has minimally implemented, or not at all, the components of the charter's instructional program designed to meet the learning needs of all students, including its subgroups, and does not consistently modify instruction based on data analysis	<input checked="" type="checkbox"/> Evidence of standards-based instructional program (B3.3a) <input checked="" type="checkbox"/> LCAP/Learning Continuity and Attendance Plan (B3.3b) <input checked="" type="checkbox"/> Professional development documentation (B3.4b) <input type="checkbox"/> Evidence of intervention and support for all students, including but not limited to foster youth, at-risk students, and high performing students (B3.3j) <input type="checkbox"/> Implementation of the school's English Learner Master Plan (B3.3j) <input checked="" type="checkbox"/> Evidence of implementation of a data analysis system (B2.1 and B2.6) <input checked="" type="checkbox"/> School Internal Assessment Data Report, or equivalent (B2.6) <input checked="" type="checkbox"/> Virtual Classroom observation <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**O5: IMPLEMENTATION OF KEY FEATURES OF EDUCATIONAL PROGRAM - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #5***The school has implemented the key features components of the educational program described in the school's charter*

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The school has fully implemented the key features of the educational program described in the charter <input checked="" type="checkbox"/> The school has substantially implemented the key features of the educational program described in the charter <input type="checkbox"/> The school has partially implemented the key features of the educational program described in the charter <input type="checkbox"/> The school has minimally implemented, or not at all, the key features of the educational program described in the charter	<input checked="" type="checkbox"/> Professional development documentation (B3.4b) <input checked="" type="checkbox"/> Evidence of implementation of key features of educational program in alignment with the school's charter (B3.3k) <input checked="" type="checkbox"/> Virtual classroom observation <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)

O6: SPECIAL EDUCATION - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #6*The school has a system in place to ensure that the school:*

- Provides special education programs and services in accordance with students' IEPs
- Provides special education training for staff
- Conducts a special education self-review annually, using the Special Education Self-Review Checklist
- Maintains timely IEP timeline records and accurate service provision records in Welligent

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The school has a highly developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements <input checked="" type="checkbox"/> The school has a well-developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements <input type="checkbox"/> The school has a partially developed system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements <input type="checkbox"/> The school has a minimal or no system in place for full implementation and monitoring of its special education processes and program in compliance with all requirements	<input checked="" type="checkbox"/> Parent-Student Handbook(s) (B1.10) <input checked="" type="checkbox"/> Professional development documentation (B3.4b) <input checked="" type="checkbox"/> Evidence of intervention and support for students with disabilities (B3.3j) <input checked="" type="checkbox"/> Self-Review Checklist (B3.4a) <input type="checkbox"/> Other special education documentation (B3.4a) <input checked="" type="checkbox"/> Consultation with Charter Operated Programs office <input checked="" type="checkbox"/> Welligent reports and/or other documentation, including from the Division of Special Education (B3.4a) <input type="checkbox"/> Virtual classroom observation <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)

O7: SCHOOL CLIMATE AND STUDENT DISCIPLINE - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #7



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

The school has a school climate and schoolwide student discipline system in place to ensure that the school's practices:

- Align with the principles of the District's Discipline Foundation Policy and School Climate Bill of Rights Resolution, including but not limited to, tiered behavior intervention, alternatives to suspension, and schoolwide positive behavior support, data monitoring and, includes a discipline system complaint process
- Provide positive opportunities for student wellness, growth and success, aimed at making the school safe, welcoming, supportive and inclusive
- Minimize discretionary suspensions and expulsions
- Reduce or eliminate suspension disproportionality for student subgroups
- Per AB 2291, adopt procedures for preventing acts of bullying, including cyberbullying

	Rubric	Sources of Evidence
Performance	<ul style="list-style-type: none"> <input type="checkbox"/> The school has a highly developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights <input checked="" type="checkbox"/> The school has a well-developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights <input type="checkbox"/> The school has a partially developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights <input type="checkbox"/> The school has a minimally developed or no school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Parent-Student Handbook(s) (B1.10) <input checked="" type="checkbox"/> LCAP (B3.3b) <input checked="" type="checkbox"/> Professional development documentation (B3.4b) <input checked="" type="checkbox"/> Evidence of implementation of school climate and student discipline system that aligns with Discipline Foundation Policy and School Climate Bill of Rights principles (B3.4c) <input checked="" type="checkbox"/> Evidence of implementation of tiered behavior intervention, such as SST/COST (B3.4c) <input checked="" type="checkbox"/> Evidence of implementation of alternatives to suspension (B3.4c) <input checked="" type="checkbox"/> Evidence of implementation of schoolwide positive behavior support system (B3.4c) <input checked="" type="checkbox"/> Evidence of data monitoring (B3.4c) <input checked="" type="checkbox"/> Review of LAUSD Office of Data & Accountability's Data Set for suspension, expulsion, and disproportionality (B2.1) <input checked="" type="checkbox"/> Suspension rates, and disproportionality rates <input checked="" type="checkbox"/> Evidence of implementation of AB 2291 (B3.4c) <input type="checkbox"/> Interview of stakeholders <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**O8: PROFESSIONAL DEVELOPMENT - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #8*****The school:***

- Has a schoolwide professional development plan for teachers and other staff that supports the educational program set forth in the charter and targets identified needs
- Provides faculty and other instructional staff with professional development opportunities to improve instructional practice
- Provides opportunities for teachers to collaborate regularly for the purpose of planning and improving curriculum and instruction

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The school has fully implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter <input checked="" type="checkbox"/> The school has implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter <input type="checkbox"/> The school has partially implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter <input type="checkbox"/> The school has not implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter	<input checked="" type="checkbox"/> LCAP (B3.3b) <input checked="" type="checkbox"/> Professional development documentation (e.g. professional development calendar, agendas and sign-ins) (B3.4b) <input type="checkbox"/> Interview of teachers and/or other staff <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)

O9: STAKEHOLDER COMMUNICATION AND INVOLVEMENT - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #9***The school has a stakeholder communication system for gathering input, facilitating and encouraging involvement, sharing information, and resolving concerns, which:***

- Engages in communication that notifies parents, teachers, pupils and other stakeholders of the process for resolving concerns, including how they may contact board members, and supports students, families, and other stakeholders in effectively resolving concerns
- Provides all stakeholders with appropriate, accessible and relevant information about individual student and schoolwide academic progress and performance
- Informs parents of high school students about transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements (**high schools only**)
- Provides parents, teachers, and students with meaningful opportunities for involvement and engagement that meet the requirements and goals of applicable federal and state law, the school's charter, and the school LCAP/Learning Continuity and Attendance Plan
- Per SB 1104, schools that maintain any of grades 6-12, inclusive, identify and implement the most appropriate methods of informing parents and guardians of pupils in those grades of human trafficking prevention resources



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

	Rubric	Sources of Evidence
Performance	<ul style="list-style-type: none"> <input type="checkbox"/> The school has a highly developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns <input checked="" type="checkbox"/> The school has a well-developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns <input type="checkbox"/> The school has a partially developed stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns <input type="checkbox"/> The school has a minimal or no stakeholder communication system for gathering input, encouraging involvement, sharing information, and resolving concerns 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Parent-Student Handbook (B1.10) <input checked="" type="checkbox"/> LCAP (B3.3b) <input checked="" type="checkbox"/> Evidence of stakeholder consultation (B3.4d) <input checked="" type="checkbox"/> Evidence of parent/stakeholder involvement and engagement (B3.4d) <input checked="" type="checkbox"/> Evidence of sharing accessible and relevant information about individual student and schoolwide academic progress and performance with all stakeholders as appropriate (B3.4d) <input checked="" type="checkbox"/> Evidence that parents are informed about transferability of courses/course credit and eligibility to meet A-G requirements (B3.4d) <input checked="" type="checkbox"/> Evidence of provision of stakeholder access to school's approved charter (B3.4d) <input checked="" type="checkbox"/> Evidence of communication to parents and other stakeholders of complaint resolution process(es) (B3.4d) <input checked="" type="checkbox"/> Evidence of informing parents/guardians of human trafficking prevention resources (grades 6-12) (B3.4d) <input type="checkbox"/> Interview of stakeholders <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

O10: TRANSPARENCY FOR STAKEHOLDERS- ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #10

The school's documents that are available both manually and electronically (website preferred) serve as a vehicle for transparency through its displays and provision of information.

- Information is easily accessible to the public and school stakeholders, and is presented in English and applicable languages as required by law
- UCP and all complaint procedures
- Title IX information in accordance with SB 1375**
- AB 2246 Suicide Prevention applicable posting (Gr 7-12)
- Applicable categories described in Charter School Transparency Resolution
- Per AB 2022, notification requirements to pupils and parents or guardians of pupils on how to initiate access to available pupil mental health services on campus, in the community, or both no less than twice during the school year
- Per AB 34, ensure that specified information on bullying and harassment prevention is readily accessible in a prominent location on the LEA's existing website in a manner that is easily accessible to parents or guardians of pupils (Gr. K-6)**

**required on website

Rubric		Sources of Evidence
Performance	<input type="checkbox"/> The school has a highly developed system to share information with stakeholders, that is easily accessible via its documents available both manually, electronically and on its website <input checked="" type="checkbox"/> The school has a well-developed system to share information with stakeholders via its documents available both manually, electronically and on its website <input type="checkbox"/> The school has a partially developed system to share information with stakeholders via its documents available manually/electronically or on its website <input type="checkbox"/> The school has a minimally developed system to share information with stakeholders with limited to no availability of documents manually/electronically or on its website	<input checked="" type="checkbox"/> Review of the availability of information to the public/stakeholders (B3.4e) for: <ul style="list-style-type: none"> • UCP Procedure and Forms • Complaint Forms • SB 1375 Information • AB 2246 (grades 7-12) • LCAP • Financial Audit • Student Demographics • Student Achievement Information <input checked="" type="checkbox"/> Evidence of implementation of AB 2022 (B3.4e) <input checked="" type="checkbox"/> Evidence of implementation of AB 34 (B3.4e) <input type="checkbox"/> Other: (Specify)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**O11: EVALUATION OF SCHOOL STAFF - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #11**

The school has a system in place for the evaluation of school staff designed to ensure that:

- the school's educational program yields high student achievement
- the school complies with all applicable legal requirements

	Rubric	Sources of Evidence
Performance	<input type="checkbox"/> The school has a highly developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements <input checked="" type="checkbox"/> The school has a well-developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements <input type="checkbox"/> The school has a partially developed system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements <input type="checkbox"/> The school has a minimal or no system in place for the evaluation of school staff designed to ensure that the school's educational program yields high student achievement and complies with all applicable legal requirements	<input checked="" type="checkbox"/> Documentation related to a system for evaluation of school-based faculty, staff, and administrator(s) (B3.4f) <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)

O12: CLEARANCES AND CREDENTIALING COMPLIANCE - ORGANIZATIONAL MANAGEMENT QUALITY INDICATOR #12

The school is in compliance with applicable law and the terms of its approved charter regarding clearances and credentialing:

- All certificated staff are fully credentialed, including EL authorizations, and appropriately assigned as authorized by their credentials at all times
- Individuals employed in a teaching position during the 2019–20 school year are on track to obtain the appropriate certificate, permit, or other document for their certificated assignment no later than July 1, 2025 (Ed. Code, § 47605.4(a).)
- The school has identified its CalSASS charter user(s) to complete the CTC training, and review related information in order to provide ongoing monitoring and responses to any exceptions (possible misassignments) identified by the CTC.
- The school has obtained all necessary employee clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to employment, and keeps all clearances current
- The school has obtained all necessary vendor clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to the provision of service, and keeps all clearances current
- The school has conducted volunteer clearances in accordance with applicable law and policy, including criminal background clearances for all volunteers who perform schoolsite services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students

Rubric	Sources of Evidence
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LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **4/20/2021**

Performance	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> The school has fully implemented and continually monitors systems and procedures that maintain 100% compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements at all times <input type="checkbox"/> The school has implemented and monitors systems and procedures that maintain substantial compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements <input type="checkbox"/> The school has partially implemented and intermittently monitors systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements <input type="checkbox"/> The school has not implemented and/or does not monitor systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> <i>Certification of Clearances, Credentialing, and Mandated Reporter Training 2020-2021 form (“ESSA Grid”)</i> (B3A.1a) <input checked="" type="checkbox"/> Staff rosters and school master schedule (B3A.1b and B3A.1c) <input checked="" type="checkbox"/> Custodian(s) of Records documentation (B3A.1d) <input checked="" type="checkbox"/> Criminal Background Clearance Certifications (B3A.2a and B3A.3a) <input checked="" type="checkbox"/> Teaching credential/authorization documentation (B3A.2b) <input checked="" type="checkbox"/> Vendor certifications (B3A.5) <input checked="" type="checkbox"/> Volunteer (TB) risk assessment/clearance certification (B3A.6) <input checked="" type="checkbox"/> Discussion with school leadership <input type="checkbox"/> Other: (Specify)
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Progress on LAUSD Board of Education and/or MOU Benchmarks related to ORGANIZATIONAL MANAGEMENT (if applicable):

N/A



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: **Camino Nuevo High School 2**

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **4/20/2021**

Location Code:	7624	Charter #:	1540
School Name:	Camino Nuevo High 2	CDS Code:	1964733 0127910
FY Start Date:	2013-14		

7624 Camino Nuevo High 2	2017-2018					2018-2019					2019-2020				
	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials
Cash and Cash Equivalents		680,551	777,956	1,036,744	1,036,743		0	996,536	902,897	902,896		911,326	910,816	1,190,599	1,190,598
Current Assets		1,307,357	1,194,301	1,516,403	1,516,403		0	1,429,768	1,419,989	1,419,988		1,423,968	1,374,666	1,787,651	1,787,650
Fixed and Other Assets		854,629	884,518	726,506	726,507		0	801,676	902,699	902,700		1,037,658	989,669	1,063,338	1,063,340
Total Assets		2,161,985	2,078,819	2,242,909	2,242,910		0	2,231,444	2,322,688	2,322,688		2,461,626	2,364,335	2,850,989	2,850,990
Deferred Outflow		0	0	0	0		0	0	0	0		0	0	0	0
Current Liabilities		139,311	96,848	239,658	271,968		0	111,386	180,758	180,759		141,174	117,651	348,136	376,124
Other Long Term Liabilities		50,285	50,285	32,308	0		0	32,308	0	0		29,385	29,385	27,988	0
Unfunded OPEB Liabilities/Deferred Inflow		0	0	0	0		0	0	0	0		0	0	0	0
Total Liabilities		189,595	147,132	271,966	271,968		0	143,694	180,758	180,759		170,559	147,036	376,124	376,124
Net Assets		1,972,390	1,931,686	1,970,943	1,970,942		2,199,214	2,087,750	2,141,930	2,141,929		2,291,067	2,217,299	2,474,865	2,474,866
Total Revenues	6,222,325	6,582,086	6,484,006	6,675,663	6,675,663	6,800,492	6,758,210	6,777,829	6,872,641	6,872,641	7,000,908	6,859,550	6,915,410	6,846,024	6,846,026
Total Expenditures	6,090,446	6,532,098	6,474,719	6,627,122	6,242,844	6,729,831	6,529,939	6,661,022	6,701,654	6,701,654	6,846,667	6,710,413	6,840,042	6,513,090	6,513,089
Net Income / (Loss)	131,879	49,988	9,286	48,541	432,819	70,661	228,271	116,807	170,987	170,987	154,241	149,137	75,368	332,934	332,937
Operating Transfers In (Out) and Sources / Uses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	(384,277)	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	131,879	49,988	9,286	48,541	48,542	70,661	228,271	116,807	170,987	170,987	154,241	149,137	75,368	332,934	332,937
Net Assets, Beginning	1,846,654	1,922,402	1,922,402	1,922,402	1,922,400	1,909,274	1,970,943	1,970,943	1,970,943	1,970,942	2,087,750	2,141,930	2,141,931	2,141,931	2,141,929
Adj. for restatement / Prior Yr Adj	0	0	(2)	0	0	0	0	0	0	0	(31,815)	0	0	0	0
Net Assets, Beginning, Adjusted	1,846,654	1,922,402	1,922,400	1,922,402	1,922,400	1,909,274	1,970,943	1,970,943	1,970,943	1,970,942	2,055,935	2,141,930	2,141,931	2,141,931	2,141,929
Net Assets, End	1,978,532	1,972,390	1,931,686	1,970,943	1,970,942	1,979,935	2,199,214	2,087,750	2,141,930	2,141,929	2,210,176	2,291,067	2,217,299	2,474,865	2,474,866

7624 Camino Nuevo High 2	Audited Financials					2020-2021				
	2016-17	2017-18	2018-19	2019-20	2020-21	Preliminary Budget	First Interim	Second Interim	Unaudited Actuals	Audited Financials
Cash and Cash Equivalents	1,156,962	1,036,743	902,896	1,190,598	0		736,673	651,881	0	0
Current Assets	1,697,831	1,516,403	1,419,988	1,787,650	0		2,689,537	2,731,178	0	0
Fixed and Other Assets	650,865	726,507	902,700	1,063,340	0		976,264	1,015,274	0	0
Total Assets	2,348,696	2,242,910	2,322,688	2,850,990	0		3,665,801	3,746,452	0	0
Deferred Outflow	0	0	0	0	0		0	0	0	0
Current Liabilities	426,296	271,968	180,759	376,124	0		502,788	716,601	0	0
Other Long Term Liabilities	0	0	0	0	0		27,988	27,988	0	0
Unfunded OPEB Liabilities/Deferred Inflow	0	0	0	0	0		0	0	0	0
Total Liabilities	426,296	271,968	180,759	376,124	0		530,776	744,589	0	0
Net Assets	1,922,400	1,970,942	2,141,929	2,474,866	0		3,135,025	3,001,863	0	0
Total Revenues	6,353,431	6,675,663	6,872,641	6,846,026	0	6,555,988	7,544,930	7,561,794	0	0
Total Expenditures	5,865,273	6,242,844	6,701,654	6,513,089	0	6,247,488	6,884,770	7,034,796	0	0
Net Income / (Loss)	488,158	432,819	170,987	332,937	0	308,500	660,160	526,998	0	0
Operating Transfers In (Out) and Sources / Uses	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	(384,277)	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	488,158	48,542	170,987	332,937	0	308,500	660,160	526,998	0	0
Net Assets, Beginning	1,434,242	1,922,400	1,970,942	2,141,929	0	2,217,299	2,474,865	2,474,865	0	0
Adj. for restatement / Prior Yr Adj	0	0	0	0	0	70,989	0	0	0	0
Net Assets, Beginning, Adjusted	1,434,242	1,922,400	1,970,942	2,141,929	0	2,288,288	2,474,865	2,474,865	0	0
Net Assets, End	1,922,400	1,970,942	2,141,929	2,474,866	0	2,596,788	3,135,025	3,001,863	0	0



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

FISCAL OPERATIONS	RATING
<p>You have been assessed by the Fiscal Oversight team and you are receiving the rating 4, <i>Accomplished</i>.</p> <p>Other circumstances and information could influence the rating and are noted in this evaluation.</p> <p>Camino Nuevo High 2's fiscal condition is positive and has been upward trending since the 2016-2017 Fiscal Year. According to the 2019-2020 independent audit report, the school had positive net assets of \$2,474,866 and net income of \$332,937. The 2020-2021 Second Interim report projected positive net assets of \$3,001,864 and net income of \$526,998.</p> <p>According to Camino Nuevo Charter Academy's (CNCA) independent audit report dated June 30, 2020, CNCHS2 is one of six schools operated by CNCA. All six CNCA charter schools are currently authorized by the Los Angeles Unified School District (LAUSD). CNCA, its related parties, and its charter schools reported positive net assets of \$81,647,426 and net income of \$1,722,991. CNCA (the CNCA Central Admin Office), without its related parties and its charter schools, reported negative net assets of (\$71,868) and net income of \$0 due to the asset transfer to and service agreements with Pueblo Nuevo Education and Development Group (PN-EDG). See further details under Item 30 in the Notes section below. According to CNCA, CNCHS2 pays annual management fees of 12% to PN-EDG for administrative services which Education Code Section 47632(f) defines as: "all funding except funding for capital outlay," for each CNCA school, as projected by PN-EDG on or about July 1, 2020, for services that include home support. In addition, to benefit and further the CNCA schools' charitable and educational purposes, since July 1, 2016, the contractual arrangements between CNCA and PN-EDG each year have been governed by an Agreement for Limited Services. Each of these Agreements are for twelve-month periods, commencing on July 1 each year, and are renewed annually. PN-EDG supports CNCA by administering many of the charitable activities that CNCA historically performed [e.g., early childhood services (pre-school), alumni services, development, and integrated community support], to enable CNCA to focus on charter school operations.</p> <p>Per the Fifth Amendment for Limited Services of July 1, 2020, "PN-EDG shall invoice CNCA every three (3) months for services performed, with a delineation between the Base Compensation for the limited services as described in Section 3.1 and the Mental Health Program Compensation for the services as described in Section 3.2. CNCA shall prepay the first payment (reflecting a three (3) month period) in the amount of \$734,495 as Base Compensation and \$163,500 as Mental Health Program Compensation, which shall be due to PN-EDG no later than July 1, 2019. After the initial three (3) month period, the Parties shall adjust the subsequent invoice to reflect the services performed and prepaid during that period. CNCA shall submit payment to PN-EDG for each school within twenty (20) calendar days of the deposit by the State with the County Treasurer of the state aid portion of each CNCA school.</p>	4



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**Areas of Demonstrated Strength and/or Progress:**

1. The school's fiscal condition is positive.

	2016-2017 (Audited Actuals)	2017-2018 (Audited Actuals)	2018-2019 (Audited Actuals)	2019-2020 (Audited Actuals)	2020-2021 (Second Interim)
Net Assets	\$1,922,400	\$1,970,942	\$2,141,929	\$2,474,866	\$3,001,864
Net Income/Loss	\$488,158	\$432,819	\$170,987	\$332,937	\$526,998
Transfers In/Out	\$0	(\$384,277)*	\$0	0	0
Prior Year Adjustment(s)	\$0	\$0	\$0	0	0

*The \$384,277 outbound money transfer summarized in the financial table above represents the one-time asset transfer from CNCHS2 to PN-EDG made on March 30, 2018, as approved by CNCA's governing board on June 13, 2017 (per CNCA's Board Resolution No. 2017-6-13). See further details regarding the rationale and purpose of this one-time transfer to PN-EDG from the six CNCA charter schools under Item 30 in the Notes section below.

Areas Noted for Further Growth and/or Improvement:

No significant items noted.

Other Observations (Items described in this section, while not addressed in the charter school's Fiscal Policies and Procedures, are recommended for improvement to align with optimal business practices)

1. **Late Payments to Vendors:**

Based on the CSD's review of the school's check register for the period spanning from October 1, 2019 through October 31, 2020, a sample of 34 checks, 21 credit card transactions, and 7 bank transactions were selected for further review. The CSD noted that 3 of the 34 checks reviewed referenced invoices that were paid late (including one invoice that referenced late fees and finance charges). The items in question are summarized below.



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Item #	Check #	Check Issuance Date	Invoice Due Date	Payee	Check Amount	Transaction Description
1	1028537M	7/15/2020	6/05/2020	Advanced Pure Water Solutions	\$ 121.34	405695LF202004 Late Fee Charge \$20 405695LF202005 Late Fee Charge \$20
2	1028440	4/05/2020	6/30/2020	Advanced Pure Water Solutions	\$ 81.34	405695LF202003 Late Fee Charge \$20
3	1030053	7/31/2020	7/15/2020	Pitney Bowes (Purchase Power)	\$ 701.90	"Late fees \$29.99; Over limit fee \$39.00 and Finance charges \$6.20."
				Total	\$904.58	

In response to the CSD's observations above, CNCA's Chief Financial Officer (CFO) explained that two of the items noted above (i.e., Item # 1 and Item # 2) were paid late as a result of USPS delay in delivery of the invoices due to the COVID-19 pandemic. Upon notice of the lack of invoices, the Office Manager of Camino Nuevo Charter High (Miramar)(CNCH1) reached out to the Accounts Receivable of Advanced Pure Water Solutions and was able to receive invoices via email. According to CNCA, this Office Manager received two months of billings that were late. CNCH1's Office Manager processed the payment upon receipt of the invoices, and has since received all invoices via email as a way to prevent delivery issues with USPS.

In response to late fees relating to Item #3 above, the CSD was advised that, on 6/29/2020, CNCA's CFO communicated via email to the School Operations Manager and Interim Principal of Camino Nuevo Charter Academy #3 (CNCA3) Castellanos that the school's Pitney Bowes invoice submitted for processing reflected late fees. Additionally, the CNCA CFO provided the school team with guidance regarding best practices to prevent late payments. Due to COVID-19 and changes in office hours for USPS delivery times, the School Operations Manager worked with vendors to shift to paperless billing (from regular mail to email). However, several Pitney Bowes invoices were missed and not entered into the system timely for the invoices to be received through email.

Additionally, in response to the over-limit and finance fees relating to Item #3 above, CNCA's CFO explained that during the month of May 2020, the school's postage demand increased, and CNCA3's School Operations Manager attempted to increase the credit limit, but was unsuccessful until mid-June 2020. Due to that delay, an overage fee and late fee were placed on the account. To reduce the risk of missed or late invoices, CNCA3's School Operations Manager has implemented a weekly invoice check-in with the School Principal to ensure that all invoices are reviewed in a timely manner. CNCA3's School Operations Manager has scheduled meetings with the CNCA CFO and other CNCA School Operations Managers to discuss challenges and share best practices.



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

<p>The CSD recommends that the school implement procedures to track all recurring and non-recurring invoices and billing statements and ensure that all vendors are paid timely, in order to prevent the school from incurring additional late fees and/or over-limit and finance charges in the future.</p> <p>The CSD will monitor these issues referenced in the “Other Observations” section of this report through oversight. The results may be factored into the school’s rating for next year.</p>	
<p>Corrective Action Required:</p> <p>None noted that require immediate action to remedy concerns in this report.</p>	



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**Notes:**

1. Reviewed independent audit report for the Fiscal Year ended June 30, 2020 and noted the following:
 - a. Audit opinion: Unmodified
 - b. Material weaknesses: None Reported
 - c. Deficiencies/Findings: None Reported
 - d. Going Concern: None Reported
2. Governing board meeting minutes reflecting the presentation of financial reports, such as balance sheets, income statements, and cash flow statements were provided.
3. Governing board meeting minutes reflecting the adoption of the 2020-2021 budget were provided.
4. Evidence of CNCHS2 offering STRS, PERS, and/or Social Security benefits to its employees and proof of payment was provided.
5. Governing board meeting minutes reflecting the selection of the current independent auditor were provided.
6. Governing board meeting minutes reflecting the discussion of the most current independent audit report were provided.
7. Per the 2019-2020 audit report, the school's cash and cash equivalents is \$1,190,598 and total expenditures equal \$6,513,089. Therefore, the school's cash reserve level is 18,28%, which exceeds the recommended 5%.
8. Governing board meeting minutes reflecting the receipt, review, and approval of interim financial reports submitted to LAUSD were provided.
9. Governing board meeting minutes reflecting the receipt, review, and discussion of the most current Annual Performance-Based Oversight Visit report were provided.
10. Governing board meeting minutes reflecting the approval of the current fiscal policies and procedures were provided.
11. A copy of the charter school's organizational chart, which depicts the current reporting structure of the charter school, including but not limited to, any board member or school employee with responsibilities outlined within the charter school's financial policies and procedures was provided.
12. An itemized accounting regarding total compensation paid to all executives, school leaders, administrators, directors, and non-certificated staff either employed directly by the school or the entity managing the charter school, including the organization's home office, charter management organization, or related entities which may have decision-making authority over the school was provided.
13. Governing board meeting minutes reflecting the approval of the management fees, licensing fees, or other related party fees were provided.
14. A copy of the sole statutory member's (PN-EDG) by-laws and its articles of incorporation were provided.
15. Reviewed the following 34 checks and electronic credit/debit transactions. The CSD's observations were noted under the Other Observations section above.
 - a. Check numbers (Bank Account Name Ending in X7830: 1028578M, 1027399, 1028537M, 1028440, 1028537, 1028581M, 1027174, 1030124, 1027133, 1028587, 1030039, 1028543M, 1028543, 1028544, 1026659, 1028659M, 1027036, 1027690, 1026807, 1030187, 1028520, 1030053, 1030202, 1026863, 1026740, 1027250, 1027211, 1030381, 1028403, 1030280, 1030306, 1027618, 1028109, 1030279.
 - b. Reviewed 7 debit transactions (Bank Account Name Ending in X7830 for the months of May 2020 through October 2020 for sample testing. Transaction descriptions are: (1) Date: 05/04/2020, Amount: \$1,001,152.31; (2) Date: 5/4/2020, Amount: \$501.22; (3) Date: 6/30/2020 Amount: \$1,265.02; (4) Date: 6/30/2020, Amount: \$319.90; (5) Date: 8/28/2020, Amount: \$578.08; (6) Date: 10/28/2020, Amount: \$442.49; (7) Date: 10/30/2020, Amount: \$163,500.
16. Reviewed credit card statements from May 2020 through October 2020. Selected the months of May 2020 through October 2020 for sample testing. No discrepancies were noted.
 - a. American Express Credit Card Ending in X1502 (Executive Director)



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

- b. American Express Credit Card Ending in X1163 (Preschool Director)
- c. American Express Credit Card Ending in X1478 (Vice President of Programs)
- d. American Express Credit Card Ending in X2427 (Director of Facilities)
- e. American Express Credit Card Ending in X5065 (Vice President of Human Resources)
- f. American Express Credit Card Ending in X2005 (Governing Board Member)
- g. American Express Credit Card Ending in X1510 (Vice President of Instruction & Curriculum)
- h. American Express Credit Card Ending in X2419 (Vice President of Leadership)
- i. American Express Credit Card Ending in X1460 (Chief Financial Officer)
- j. American Express Credit Card Ending in X1528 (Director of Development)
- k. American Express Credit Card Ending in X1551 (Director of Strategy & Operations)
- l. American Express Credit Card Ending in X1544 (School Principal, Camino Nuevo Charter Academy #3 Castellanos)
- m. American Express Credit Card Ending in X1452 (School Principal, Camino Nuevo Charter Academy #1 Burlington)
- n. American Express Credit Card Ending in X1536 (School Principal, Camino Nuevo Charter Academy #2 Kayne Siart)
- o. American Express Credit Card Ending in X1569 (School Principal, Camino Nuevo Elementary #3 Eisner)
- p. American Express Credit Card Ending in X2385 (School Principal, Camino Nuevo Elementary #4 Cisneros)
- q. American Express Credit Card Ending in X1338 (School Principal, Camino Nuevo Charter High #1 Miramar)
- r. American Express Credit Card Ending in X1445 (School Principal, Camino Nuevo High #2 Dalzell Lance)

17. Reviewed bank statements and bank reconciliations from May 2020 through October 2020. Selected the months of May 2020, June 2020, August 2020 and October 2020 for sample testing. No discrepancies were noted.
- a. Wells Fargo Business Checking Account Ending in X7830 (Operating Account)
 - b. Wells Fargo Money Market Account Ending in X9941 (Investment Account)
 - c. Wells Fargo Bank Money Market Account Ending in X6837 (CNCA Collateral Account)
18. Segregation of Duties (SOD) reviews were conducted remotely at Camino Nuevo Charter Academy 4 and Camino Nuevo Charter Academy via videoconference. No discrepancies were noted
19. Equipment inventory was provided.
20. The Education Protection Account (EPA) allocation and expenditures pertaining to the prior Fiscal Year (i.e., 2019-2020) are posted on the charter school's website.
21. The most current Audited Financial Statements are posted on the charter school's website.
22. The 2020-2021 Learning Continuity and Attendance Plan and Budget Overview for Parents were submitted to LAUSD.
23. The most current Learning Continuity and Attendance Plan and Budget Overview for Parents are posted on the charter school's website.
24. CNCA disclosed the following loan and/or line of credit financing with PN-EDG and third party entities: (a) Critical needs financing from PN-EDG to Camino Nuevo Charter High (Miramar) in the amount of \$657,000. The school's critical needs financing includes board approved requests of \$250,000, \$150,000 and \$257,000 in Fiscal Years 2018-2019, 2019-2020, and 2020-2021, respectively; (b) PN-EDG restricted fund loan to CNCA3 in the form of a Promissory Note for Fifteenth and Ardmore, LLC (Borrower) and Wells Fargo Bank, National Association (Lender). The terms of the Promissory Note are: Principal amount - \$1,629,670.25; Date of Note – June 27, 2019; Annual interest rate - 4.25%; and Payments – 35 regular payments each at \$18,240 and a final irregular payment of \$1,173,721.90; (c) Proposition 1D Funding Agreement for Camino Nuevo Charter High (Miramar) executed on April 25, 2011; and (d) Proposition 55 Funding Agreement for Camino Nuevo Charter



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

Academy #2 executed on April 25, 2011. In support of the financing arrangements identified in a, b, c and d above, CNCA submitted copies of signed agreements and minutes of the board approving the financial arrangements.

See further details regarding the PN-EDG's financial support (i.e., Items 25(a) and 25(b)) under Item 31 below.

25. CNCA indicated that it did not apply for the Paycheck Protection Program (PPP) through the U.S. Small Business Administration as of the date of this report.
26. Documentation pertaining to grants that the school received during both Fiscal Years 2019-2020 and 2020-2021 due to the COVID-19 pandemic (e.g., grants through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, such as the Elementary and Secondary School Emergency Relief (ESSER) fund, the Governor's Emergency Education Relief (GEER) Fund, Learning Loss Mitigation Funding, etc.) was provided.
27. Pursuant to AB 1871, a signed written statement that indicates that CNCHS2 is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each school day was provided.
28. CNCA disclosed three legal actions items that might have a material impact on the financial liability of the organization below:
 - a. Camino Nuevo Elementary School 3 Claim: On September 11, 2020 CNCA was served with this claim. CNCA and Youth Policy Institute have been sued by the guardians of two minor children due to the alleged inappropriate conduct by an employee of Youth Policy Institute during after school programming. The CSD was advised that CNCA is working with its insurance carrier in resolving this claim.
 - b. Camino Nuevo Elementary School 3 Claim: On September 2, 2020, LAUSD received a claim for a damages for one of Camino Nuevo Elementary School 3's students. Although CNCA has not been named as a defendant on this claim, it has been in communication with the parent in an attempt to resolve any pending issues.
 - c. Camino Nuevo Charter High Notice of Default: On August 18, 2020, LAUSD's Facilities Services Division issued a Notice of Default to Camino Nuevo Charter Academy for \$1,177,434.06; as an outstanding amount due in connection with the Charter School Lease and Joint Use Agreement for its occupancy of Central Region High School #12 at 1217 Miramar Street, Los Angeles, CA 90017. On 9/9/2020, CNCA issued payment to LAUSD for the amount of \$211,293 as a credit towards the amount sought by LAUSD. CNCA is currently seeking a resolution on this matter with the LAUSD Facilities Division.
29. The 2019-2020 audited and unaudited actuals nearly mirror each other.
30. Per CNCA, CNCA is a California nonprofit public benefit corporation, established to operate one or more schools and provide related comprehensive public education programs for students in kindergarten through twelfth grades in low-income, predominantly immigrant, and multilingual areas. PN-EDG was incorporated on March 9, 2016 as a California nonprofit public benefit corporation and serves as the sole statutory member of CNCA, as defined in California Corporations Code Section 5056. On January 10, 2017, the LAUSD Board of Education approved the material revision petitions submitted by the six CNCA charter schools, which called for CNCA's adoption of PN-EDG as the sole statutory member corporation. Beginning in 2017-2018, PN-EDG also provided home support services to CNCA charter schools. CNCA's Board Resolution No. 2017-6-13, item #11, stated that CNCA's governing board approved the transfer of \$4 million in surplus funds [representing a portion of the consolidated cash reserves held by CNCA] to PN-EDG. The 2017-6-13 Board Resolution further declared that PN-EDG shall maintain these funds in a separate bank account, to document that the funds are expended in furtherance of CNCA's charitable purpose to provide comprehensive public education programs for students in kindergarten through twelfth grade. CNCA indicated that these funds (aka "PN-EDG Opportunity Reserves Fund") are completely restricted to supporting and benefitting CNCA's K-12 programming consistent with its discussion with LAUSD during the material revision process. CNCA provided the CSD with the California Attorney General's "no objection" letter dated October 12, 2017 pertaining to the asset transfer proposed by CNCA. Per the bank records provided by CNCA, on March 30, 2018, the \$4 million in funds were transferred from CNCA to PN-EDG. According to CNCA, the one-time asset transfer amounts from each school were calculated based on the June 30, 2017 unrestricted net position for each of the six CNCA charter schools, divided by the total unrestricted net position of the



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **4/20/2021**

six CNCA charter schools (pro-rata share), and multiplied by \$4 million. Based on CNCA's calculation, CNCHS2's pro-rata share of this one-time asset transfer was \$384,277.

Per CNCA (and the associated bank records reviewed by the CSD), on June 13, 2018, PN-EDG made a disbursement as a single CNCA \$250,000 interest-free loan to Camino Nuevo Charter High (which was approved by the CNCA governing board on June 12, 2018). The stated purpose of this loan by CNCA was to support this charter school's operational needs, specifically "to provide working capital to enhance administrative support and instructional coaching." CNCA further stated that this \$250,000 loan has no repayment date. Documentation provided by PN-EDG includes a CNCA governing board monitoring timeline (specifically tied to student enrollment), which will ultimately determine the repayment terms of this loan. CNCA asserted that, while the \$250,000 interest-free loan is only one example, "the Restricted Opportunity Reserve Fund has the potential to support the CNCA K-12 program via variety of methods, including, but not limited to: Working Capital; Special Education Extraordinary Needs; School Facilities; K-12 Program Priorities; and Technology Infrastructure Improvements." Per the email communication from PN-EDG to the CSD on March 21, 2019, PN-EDG stated that the CNCA and PN-EDG governing boards had not authorized any transfers from the PN-EDG Opportunity Reserves Fund during 2018-2019.

Per the email communication from PN-EDG to the CSD in November 2019 and documentation provided to the CSD (including CNCA's governing board meeting minutes dated November 12, 2019 and PN-EDG's governing board meeting minutes dated November 19, 2019), due to CNCH1's lower than expected student enrollment in 2019-2020, both the CNCA and PN-EDG governing boards approved a "Critical Needs Request" of \$125,000 loan from the PN-EDG Opportunity Reserves Fund to CNCH1. CNCH1's reported 2019-2020 Norm Enrollment declared 262 students, which is 24 fewer students than the school's 2018-2019 Norm Enrollment figure of 286 students, which represents a 8% reduction [or 38 fewer students than the school's projected enrollment figure of 290 students reflected in CNCH1's June 1, 2019 five-year budget plan, which represents a 13% variance]. Similar to the aforementioned \$250,000 loan to CNCH1, the additional \$125,000 loan to CNCH1 is also interest-free with no specified repayment date. Per CNCA and the documentation furnished to the CSD, on December 16, 2019, the \$125,000 loan proceeds were disbursed from PN-EDG Opportunity Reserves Fund to CNCH1.

Per CNCA governing board minutes of June 16, 2020, the Board unanimously approved an additional critical needs funding request in the amount of \$257K for CNCH1 in order to maintain essential services. According to the justification submitted to the CNCA Board, CNCH1 applied for the critical needs request in order to ensure equity in program offering and safe operations of the school building. The purpose of these funds was to bridge the gap in funding generated from a shortfall in the school's enrollment of 33 students. Without this funding, CNCH1 was projecting a funding shortfall and it would have been difficult to guarantee a safe and charter compliant program. Per the budget year 2020-2021 justification indicated that estimated repayment would depend on enrollment outcome earliest date to ensure operating reserves projections were not less than 5%.

Furthermore, as part of Camino Nuevo Elementary School #3's (CNCA3) NMTC unwind/refinancing transaction (as described under Item 28 of CNCA3's 2019-2020 Annual Performance-Based Oversight Visit Report), on June 19, 2019, PN-EDG withdrew \$1,629,670.25 from PN-EDG's Wells Fargo Bank account ending in X5336 to pay off Note A associated with the NMTC loan to Fifteenth & Ardmore Investments, LLC, originated on or around June 21, 2012. On July 5, 2019, a new account ending in X5124 was opened at Wells Fargo Bank (in the name of PN-EDG) and an amount of \$1,629,670.25 was deposited as the opening balance with the proceeds of a new loan between Fifteenth and Ardmore, LLC (the Borrower) and Wells Fargo Bank (the Lender). This loan has a maturity date of July 1, 2022. According to the information provided by PN-EDG's CFO, the purpose of this account is to provide a cash guaranty to this new loan. PN-EDG's CFO stated: "The current \$1,629,670.25



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

loan will be refinanced by Fifteenth and Ardmore, LLC on or about July 1, 2022, at which time the source of funds will be determined.” As of January 31, 2021, the account balance was \$1,630,311 and there have been account activities except for interest earned during Fiscal Year 2020-2021. The CSD will continue to monitor the disposition of this cash deposit and the financing activities relative to CNCA3’s Eisner Campus in the future through oversight.

Progress on LAUSD Board of Education and/or MOU Benchmarks related to FISCAL OPERATIONS (if applicable):

N/A



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021**Fiscal Operations Rubrics***Existing School* – a charter school that has at least one annual independent audit on file with the Charter Schools Division [Possible Rating 1-4]*New School* – a charter school that does not have an independent audit on file with the Charter Schools Division [Possible Rating 1-2]

<p><i>An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.</i></p>	<p><i>An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.</i></p>
<p><u>Existing Schools (based on the most current annual audit):</u> An existing school is one that has at least one annual independent audit on file with the Charter Schools Division</p> <p style="text-align: center;"><u>REQUIRED CRITERIA</u></p> <ol style="list-style-type: none"> 1. Net Assets are positive in the prior two audits; 2. The cash balance at the beginning of the school year is positive; 3. The two most current audits show no material weaknesses, deficiencies and/or findings; 4. All vendors and staff are paid in a timely manner; 5. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 6. Charter school adheres to the governing board approved Fiscal Policies and Procedures; 7. Governing board adopts the annual budget; 8. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 9. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 10. There is no apparent conflict of interest; 11. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction) is provided (pursuant to AB 1871); 12. The EPA allocation and expenditures, the most current Audited Financial Statements, and the most current governing board-approved LCAP/Learning Continuity and Attendance Plan are posted on the charter school's website; 	<p><u>Existing Schools (based on the most current annual audit):</u> An existing school is one that has at least one annual independent audit on file with the Charter Schools Division</p> <p style="text-align: center;"><u>REQUIRED CRITERIA</u></p> <ol style="list-style-type: none"> 1. Net Assets are positive in the most current audit; 2. The cash balance at the beginning of the school year is positive ; 3. The most current audit shows no material weaknesses, deficiencies and/or findings; 4. Vendors and staff are paid in a timely manner; 5. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 6. Charter school generally adheres to the governing board-approved Fiscal Policies and Procedures; 7. Governing board adopts the annual budget; 8. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD; 9. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD; 10. There is no apparent conflict of interest; 11. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction) is provided (pursuant to AB 1871); 12. The EPA allocation and expenditures, the most current Audited Financial Statements, and the most current governing board-approved LCAP/Learning Continuity and Attendance Plan are posted on the charter school's website;



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.

13. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies;
14. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals;
15. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner;
16. There are no discrepancies cited in the Areas Noted for Further Growth and/or Improvement;
17. Audited and unaudited actuals nearly mirror each other;
18. Proper segregations of duties are in place;
19. There are no outstanding fiscal-related tiered intervention notices issued to the school; and
20. If applicable, all LAUSD Board of Education-approved fiscal benchmark(s) are met based on the required deadline(s).

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

SUPPLEMENTAL CRITERIA

1. Positive Net Assets exceed 4% of prior year expenditures;
2. The cash balance at the beginning of the school year is at least 5% of the prior year expenses;
3. A comprehensive website that provides at a minimum four of the following fiscal items:
 - Most current financial reports presented to the governing board
 - Salary schedules/benefits/information
 - Budget development process
 - Governing board member information (e.g., name, contact information, position on the governing board, term expiration) and meeting dates, time, and location
 - The most current approved petition
 - Fiscal policies and procedures manual

An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.

13. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies;
14. The charter school has knowledge of any material differences amongst the preliminary budget, first interim, second interim, unaudited actuals, and audited actuals;
15. Requests for information made by the Charter Schools Division and LAUSD are processed by the charter school in a timely manner;
16. There are no significant recurring issues;
17. Audited and unaudited actuals nearly mirror each other; and
18. There are no outstanding fiscal-related tiered intervention notices issued to the school.

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

SUPPLEMENTAL CRITERIA

1. Positive Net Assets exceed 3% of prior year expenditures;
2. The cash balance at the beginning of the school year is at least 4% of the prior year expenses;
3. A comprehensive website that provides at a minimum four of the following fiscal items:
 - Most current financial reports presented to the governing board
 - Salaries schedule/benefits/information
 - Budget development process
 - Governing board member information (e.g., name, contact information, position on the governing board, term expiration) and meeting dates, time, and location
 - The most current approved petition
 - Fiscal policies and procedures manual



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

<p><i>An existing school that meets all of the required criteria and four of the Supplemental Criteria listed below would be assessed eligible to be considered as Accomplished.</i></p>	<p><i>An existing school that meets all of the required criteria and three of the Supplemental Criteria listed below would be assessed eligible to be considered as Proficient.</i></p>
<p>4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; and</p> <p>5. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting.</p>	<p>4. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract; and</p> <p>5. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting.</p>
<p><u>Note:</u> Other circumstances and information could influence the rating and will be noted in the evaluation.</p>	<p><u>Note:</u> Other circumstances and information could influence the rating and will be noted in the evaluation.</p>

<p><i>An existing school that meets all of the Required criteria and six of the supplemental criteria listed below would be assessed eligible to be considered as Developing.</i></p>	<p><i>An existing school would be assessed as Unsatisfactory based on the statements below:</i></p>
<p><u>Existing Schools (based on the most current audit):</u> An existing school is one that has at least one annual independent audit on file with the Charter Schools Division</p> <p style="text-align: center;"><u>REQUIRED CRITERIA</u></p> <ol style="list-style-type: none"> 1. Net Assets are positive, or net assets are negative with strong trend toward positive (be positive at the end of the third year, per applicable audit, and beyond); 2. The cash balance at the beginning of the school year is positive; 3. Vendors and staff are paid in a timely manner; 4. Governing board approves Fiscal Policies and Procedures, at a minimum, every five years to correspond to the charter term; 5. Governing board adopts the annual budget; 6. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction is provided (pursuant to AB 1871); 	<p><u>Existing Schools (based on the most current audit):</u> An existing school is one that has at least one annual independent audit on file with the Charter Schools Division</p> <p>A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for Developing. The charter school was given a certain period of time to address the fiscal concerns of LAUSD, but failed to provide a satisfactory response. Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition. The charter school also has shown no immediate source of revenue to maintain a viable budget, nor has provided a <i>feasible</i> financial plan to mitigate the negative fiscal condition. The charter school’s governing board members lack fiscal capacity.</p>



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

An existing school that meets all of the Required criteria and six of the supplemental criteria listed below would be assessed eligible to be considered as Developing.

7. The EPA allocation and expenditures, the most current Audited Financial Statements, and the most current governing board-approved LCAP/Learning Continuity and Attendance Plan are posted on the charter school’s website;
8. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies;
9. Have an audit conducted annually by an independent auditing firm; and
10. Governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD.

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

SUPPLEMENTAL CRITERIA

1. Enrollment is stable or changing at a manageable rate (Enrollment changes are reflected in annual budget and facilities);
2. Governing board selects independent audit firm, acceptable if the independent audit firm is under a multi-year contract;
3. Fiscal reports (e.g., balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at each regular governing board meeting;
4. Governing board receives and reviews reports (e.g., preliminary budget, first interim, second interim, unaudited actuals, audited actuals, etc.) submitted to LAUSD;
5. Current audit shows no material weaknesses, deficiencies and/or findings;
6. Charter school adheres to the governing board approved Fiscal Policies and Procedures;
7. There is no apparent conflict of interest; and
8. Governing board approves any amendment(s) to the charter school’s budget.

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

An existing school would be assessed as Unsatisfactory based on the statements below:

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 4/20/2021

<p><i>A new school that meets all of the Required criteria listed below would be assessed eligible to be considered as Developing.</i></p>	<p><i>A new school would be assessed as Unsatisfactory based on the statements below:</i></p>
<p><u>New Schools:</u></p> <p style="text-align: center;"><u>REQUIRED CRITERIA</u></p> <ol style="list-style-type: none"> 1. A new school is one that does not have an independent audit on file with the Charter Schools Division; 2. The cash balance at the beginning of the school year is positive; 3. If enrollment is below the funding survey, the charter school has made significant adjustments in their operations to allow for the reduced income, and submitted a revised three-year budget and three-year cash flow statement; 4. Projected debt is managed efficiently and will not cause the charter school to end the fiscal year with negative net assets. The non-profit organization is financially viable to support the charter school; 5. Interim reports and unaudited actuals project: <ol style="list-style-type: none"> a. Positive net assets b. Expenses less than revenues c. Projected expenses and revenues have no significant variance from budget 6. As a practice, the governing board receives and reviews the charter school's financial reports as evidenced by the governing board meeting minutes; 7. A signed written statement which indicates that the charter school is providing each needy pupil with one nutritionally adequate free or reduced-price meal during each schoolday (except as provided for a charter school that offers nonclassroom-based instruction) is provided (pursuant to AB 1871); 8. The most current governing board-approved LCAP/Learning Continuity and Attendance Plan are posted on the charter school's website; and 9. The LCAP/Learning Continuity and Attendance Plan is submitted to the appropriate agencies. 	<p><u>New Schools:</u></p> <p>A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for Developing. A charter school was given a certain period of time to address the fiscal concerns of LAUSD, but failed to provide satisfactory response. Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition. The charter school also has shown no immediate source of revenue to maintain a viable budget, nor has provided a feasible financial plan to mitigate the negative fiscal condition. The charter school's governing board members lack fiscal capacity.</p>



LAUSD CHARTER SCHOOLS DIVISION

SCHOOL NAME: Camino Nuevo High School 2

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: **4/20/2021**

<p><i>A new school that meets all of the Required criteria listed below would be assessed eligible to be considered as Developing.</i></p>	<p><i>A new school would be assessed as Unsatisfactory based on the statements below:</i></p>
<p><u>Note:</u> A new school is one that does not have an independent audit on file with the Charter Schools Division. New schools are evaluated based on current year information. New schools receive a rating of 1 or 2.</p>	<p><u>Note:</u> A new school is one that does not have an independent audit on file with the Charter Schools Division. New schools are evaluated based on current year information. New schools receive a rating of 1 or 2.</p>
<p><u>Note:</u> Other circumstances and information could influence the rating and will be noted in the evaluation.</p>	<p><u>Note:</u> Other circumstances and information could influence the rating and will be noted in the evaluation.</p>

Cover Sheet

Enrollment Update

Section: IX. CEO Update
Item: B. Enrollment Update
Purpose: FYI
Submitted by:
Related Material: Enrollment Update_board_June_2021.pdf



Enrollment Update

20 años | Camino Nuevo Charter Academy



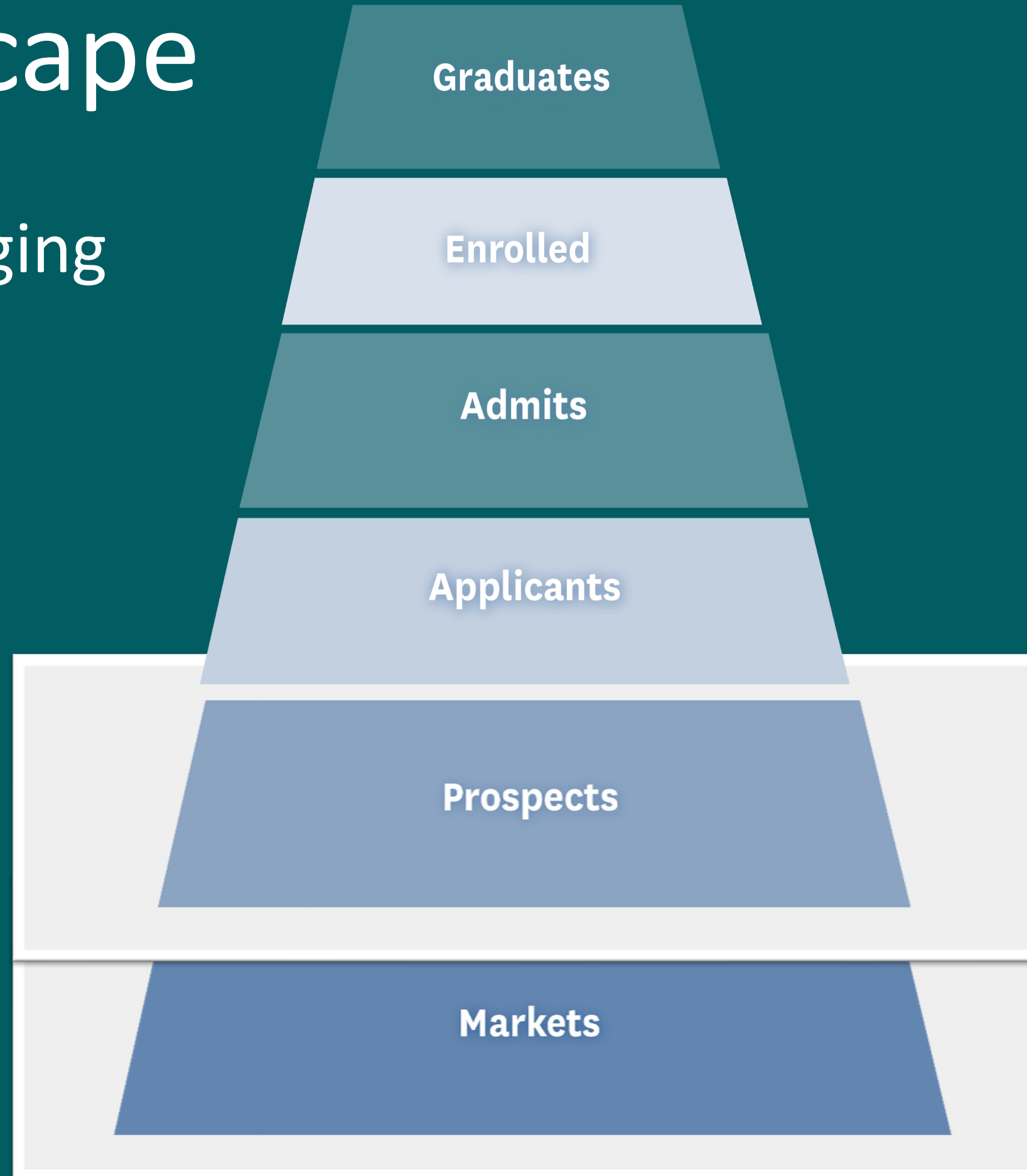
June 2021

Agenda

- **Current landscape**
- **Where we are**
- **What we are currently doing**
- **Where we are going**
- **What you can do**

Current Landscape

- Demographics are changing the market
- People are having less children
- More school options

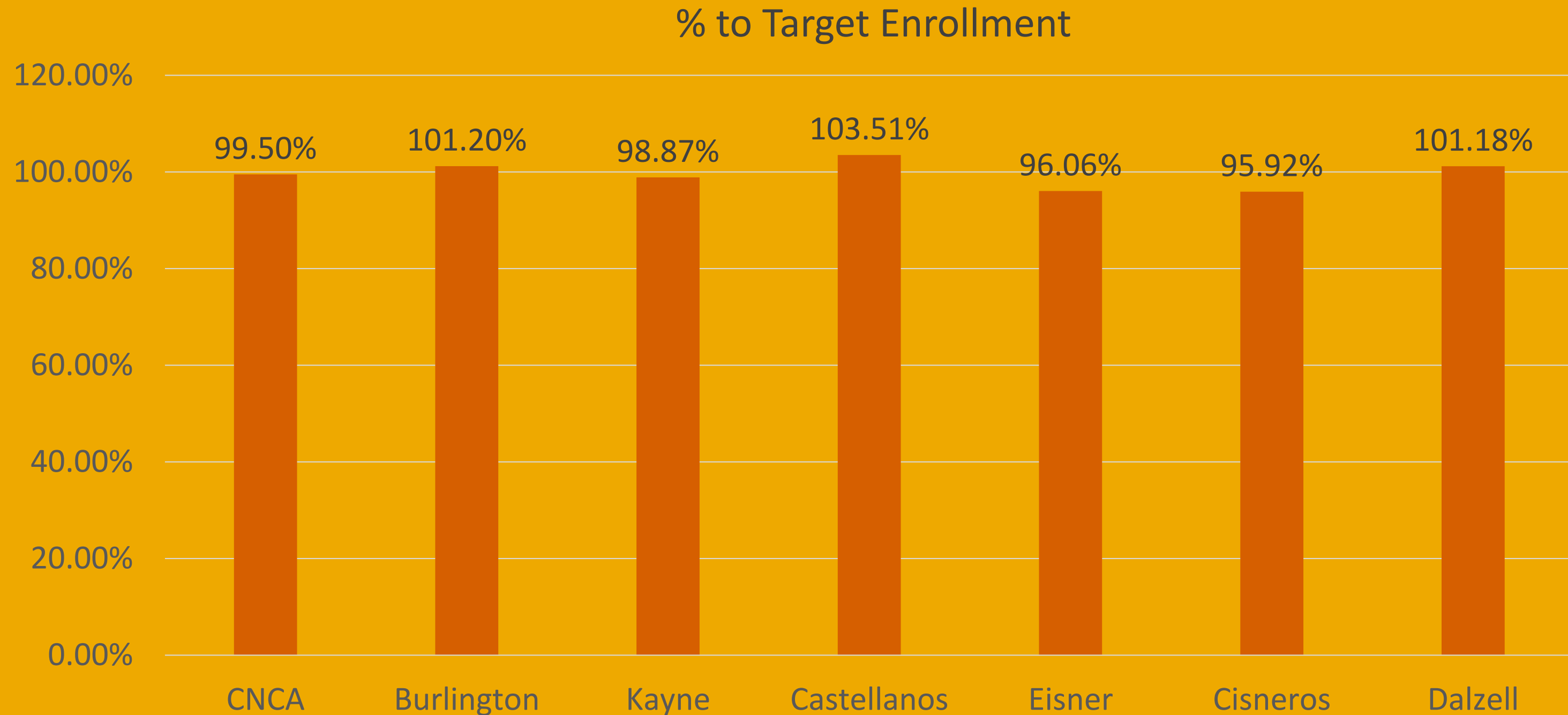


Outreach and Student Recruitment Strategy

School Location & Market Strategy

Where we are

- 99.5% toward Enrollment Goal



What we are doing: Current Initiatives

Removing Barriers and Creating Access Points

- Inquiry Card
- Application
- General Email accounts for each school-site
- Recruitment Flyer in 3 languages w/ QR code

Fostering Community Partnerships

- Community Partner Database
- Feeder Schools, community and youth centers, businesses, and neighborhood councils

Developing Internal Marketing Strategies

- Messaging Guide
- Communication Samples
- CNCA Parent Ambassador Kits

Mobilizing Canvassing Teams

- 7 Community canvassing trips with 2-4 people
- Training on messaging

Increasing Online Presence

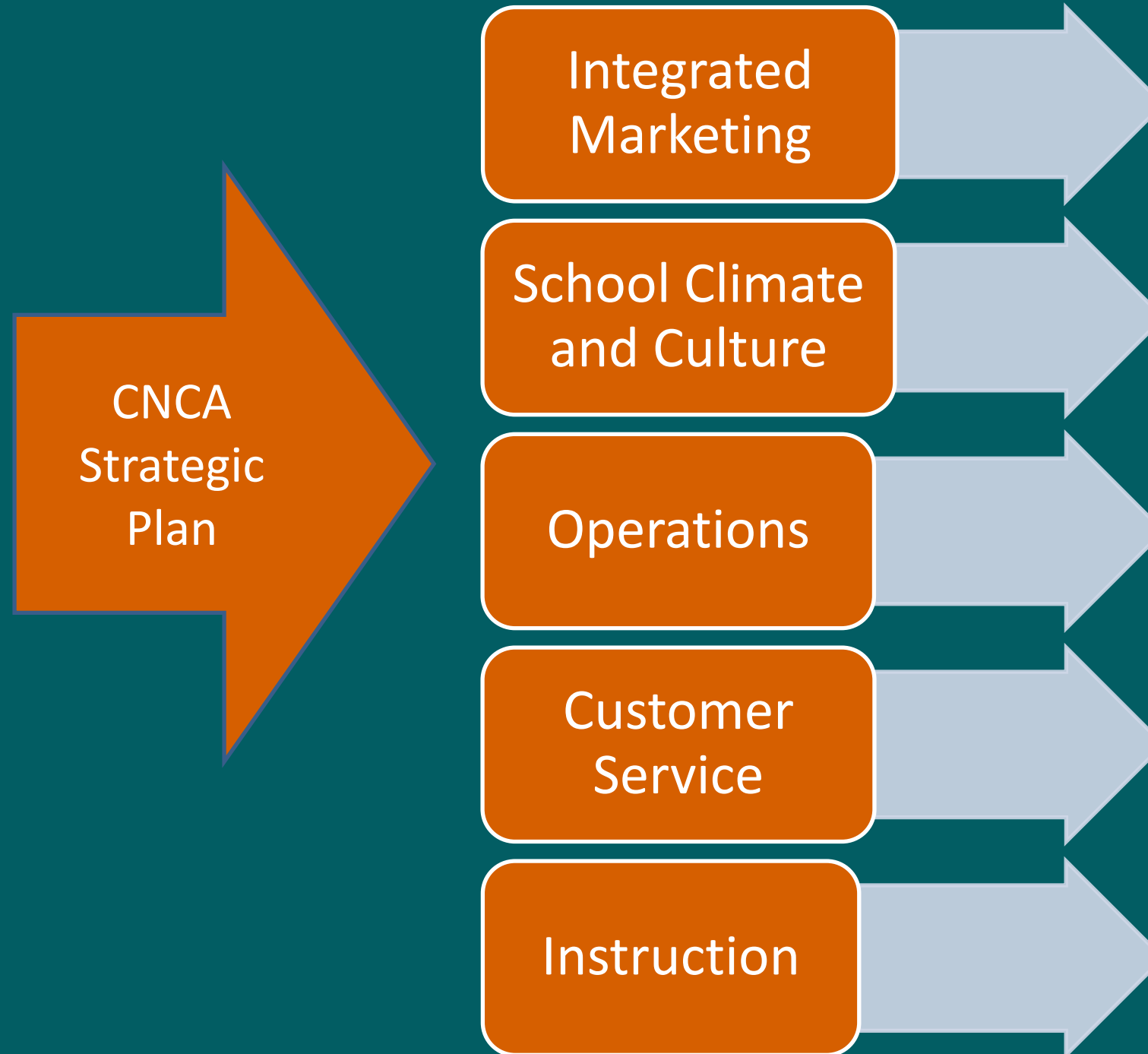
- 3 Social Media posts a week per school
- 6 Virtual Events

Where we are going: Strategic Enrollment Management

Family Decision Drivers



Priority Focus Areas



Impacts

- Financial Stability
- Operational Efficiency
- Positive Enrollment
- Student Success
- Culture of Innovation
- Student Retention
- Teacher Retention
- Equity and Access

What You Can Do

- Share your experience! Why CNCA?
- Follow and share CNCA on social media
- Know the enrollment process
- Write a review
 - GreatSchools, Niche, Google, Facebook, Yelp

Cover Sheet

Class of 2021 - College Acceptance

Section: X. Student and Family Services
Item: A. Class of 2021 - College Acceptance
Purpose: FYI
Submitted by: Erica Gonzalez
Related Material:
CNCA High Schools College Application Summary_June 2021.pdf

BACKGROUND:

The High School College Application provides current and historical data regarding college applications and acceptances.

RECOMMENDATION:

Information



CNCA High Schools College Application Summary

Site		# of seniors	# applying to CSU	# eligible for UC	# applying to UC	# accepted to CSU	# accepted to UC	# accepted to a 4-year college
Miramar	2020-2021	47 (+2 who withdrew)	34/47 (72%)	39/47 (83%)	28/47 (60%)	24/47 (51%)	7/47 (15%)	24/47 (51%)
	2019/2020	58	55/58 (94%)	28/58 48%	36/58 62%	33/58 57%	8/58 14%	34/58 59%
	2018/19	84	82/84 (98%)	32/84 (38%)	46/84** (55%)	49/84 (58%)	17/84 (20%)	50/84 (60%)
	2017/18	97 (91 now)	94/97 (97%)	36/97 (37%)	46/36 ** (128%)	53/91 (58%)	20/91 (22%)	56/91 (62%)
Dalzell Lance	2020-21	116	85 (73%)	49 (42%)	60 (52%)	49 (42%)	21 (18%)	69 (60%)
	2019/20	105	101/105 (96%)	55/105 (52%)	39/105 (38%)	66/105 63%	22/105 21%	74/105 (70%)
	2018/19	112* (107 now)	107/112 (100%)	63/112 (56%)	50/112 (45%)	69/107 (64%)	21/107 (20%)	85/107 (77%)
	2017/18	111 (109 now)	110/111 (99%)	56/111 (50%)	48/56 (86%)	68/109 (62%)	13/109 (12%)	78/109 (72%)
CNCA Total	2018/19	196	194/196 (99%)	95/196 (48%)	96/196 (49%)	119/191* (62%)	38/191* (20%)	135/191 (71%)
CNCA Total	2019/20	163	156/163 (96%)	83/163 (51%)	75/163 (46%)	99/163 (61%)	30/163 (18%)	108/163 (66%)
CNCA Total	2020/21	163	119/163 (73%)	88/163 (53%)	88/163 (53%)	73/163 (45%)	28/163 (17%)	93/163 (57%)

Notes

- Despite fewer students applying, students were accepted at a higher rate.
- Miramar had a 35% increase in UC eligibility; Dalzell Lance had a 14% gain in students applying to UC's
- Despite the pandemic, graduates are attending Tufts, Brown, Smith, Wellesley, UCLA and more!
- We created and implemented the first ever alumni emergency fund and disbursed \$9,000 to date.
- In the Spring we provided alumni with \$185,750 in scholarship funding and gave out \$80,000 in new scholarships for 2021 graduates
- All students but one completed the internship graduation requirement! The student is a summer graduate and still has time to complete the requirement.



List of Colleges and Universities*

CSU's

Bakersfield	Los Angeles
Channel Islands	Northridge
Chico	Pomona
Dominguez Hills	Sacramento
East Bay	San Diego
Fresno	San Francisco
Fullerton	San Jose
Long Beach	Sonoma

UC's

Berkeley	Riverside
Davis	San Diego
Irvine	Santa Barbara
Los Angeles	Santa Cruz
Merced	

Private and Out of State Universities

Arizona State University	Occidental College
Azusa Pacific University	Olin School of Engineering
Carnegie Mellon	Pepperdine University
Boston College	Prescott College
Brown University	Smith College
Chapman University	Tufts University
Claremont McKenna	University of Chicago
Concordia University	University of La Verne
Connecticut College	University of Nevada, Las Vegas
Culinary Institute of America	University of Portland
Dickinson College	University of San Francisco
Hawaii Pacific University	University of Southern California
Holy Names University	Washington University
Lehigh University	Wellesley College
Miami University	Whittier College
Middlebury College	Woodbury College
Mount Saint Mary's University	
Mt. Holyoke College	
New York University	



*The list reflects schools where students were admitted not where they are attending.