

### Camino Nuevo Charter Academy

### **CNCA Regular Board Meeting**

Published on February 9, 2024 at 10:18 AM PST

### **Date and Time**

Tuesday February 13, 2024 at 4:30 PM PST

### Location

3500 W. Temple St., Los Angeles, CA 90026

This meeting is open to the public at the CNHS Dalzell Lance Auditorium at 3500 W. Temple St., Los Angeles, CA 90004.

The board meeting is also accessible at every CNCA Campus via teleconference connection: CNCA Burlington 697 S. Burlington Ave., Los Angeles, CA 90057 CNCA Kayne Siart 3400 W. 3rd Street., Los Angeles, CA 90020 CNCA Jose A. Castellanos 1723 W. Cordova St., Los Angeles, CA 90007 CNCA Jane B. Eisner 2755 W 15th St., Los Angeles, CA 90006 CNCA Sandra Cisneros 1018 Mohawk St., Los Angeles, CA 90026

Members of the public who wish to address the Board may make public comment at any of the meeting locations. Public comments are limited to 2 minutes each. The Board Chair has the discretion to modify the amount of time allotted for public comment if they deem it necessary. Brown Act regulations restrict the Board from discussing or taking action on any subject presented that is not on the agenda.

The CNCA Board can also be contacted via email at cnca.board@caminonuevo.org.

### Agenda

			Purpose	Presenter	Time
I.	Ор	ening Items			4:30 PM
	Α.	Record Attendance	Discuss	Elena Lopez	1 m
	В.	Call the Meeting to Order	Discuss	David Gidlow	1 m
II.	Ар	prove Minutes			4:32 PM
	A.	Approve 12-12-2023 CNCA Regular Board Meeting Minutes	Approve Minutes	David Gidlow	1 m
	В.	Approve 1-24-2024 CNCA Special Board Meeting Minutes	Approve Minutes	David Gidlow	1 m
III.	Pu	blic Comment			4:34 PM
	Α.	2-Minute Limit per Speaker			5 m
IV.	Co	nsent Items			4:39 PM
IV.	Co A.	nsent Items Amendment to Bewilder Agreement 23-24	Vote	Lindsey Rojas	<b>4:39 PM</b> 1 m
IV.			Agreement to c	orrect a typo	
IV.		Amendment to Bewilder Agreement 23-24 Amendment to the 23-24 Independent Contractor	Agreement to c	orrect a typo	
IV.	Α.	Amendment to Bewilder Agreement 23-24 Amendment to the 23-24 Independent Contractor indicating that programming ended in June 2023 i Amendment to Tinker the Robot Agreement 23-	Agreement to c nstead of June Vote Agreement to c	orrect a typo 2024. Lindsey Rojas	1 m
IV.	Α.	Amendment to Bewilder Agreement 23-24 Amendment to the 23-24 Independent Contractor indicating that programming ended in June 2023 i Amendment to Tinker the Robot Agreement 23- 24 Amendment to the 23-24 Independent Contractor	Agreement to c nstead of June Vote Agreement to c	orrect a typo 2024. Lindsey Rojas	1 m
IV.	А. В.	Amendment to Bewilder Agreement 23-24 Amendment to the 23-24 Independent Contractor indicating that programming ended in June 2023 i Amendment to Tinker the Robot Agreement 23- 24 Amendment to the 23-24 Independent Contractor indicating that programming ended in June 2023 i Amendment to Stem to the Future Agreement	Agreement to c nstead of June Vote Agreement to c nstead of June	orrect a typo 2024. Lindsey Rojas correct a typo 2024.	1 m 1 m
IV.	A. B.	Amendment to Bewilder Agreement 23-24 Amendment to the 23-24 Independent Contractor indicating that programming ended in June 2023 i Amendment to Tinker the Robot Agreement 23- 24 Amendment to the 23-24 Independent Contractor indicating that programming ended in June 2023 i Amendment to Stem to the Future Agreement 23-24	Agreement to c nstead of June Vote Agreement to c nstead of June Vote Vote Vote vote vote vote twith Sunny St ng the current A	orrect a typo 2024. Lindsey Rojas orrect a typo 2024. Lindsey Rojas Rachel Hazlehurst the Avance rategies Inc to avance design	1 m 1 m 1 m

			Purpose	Presenter	Time
		By February 1 of each year, every school in Califor publish a School Accountability Report Card (SAR about the condition and performance of each Califor review and vote to approve the 2022-2023 SARC Cisneros, Dalzell Lance, Kayne Siart.	RC). The SARC of fornia public sch	contains information ool. The Board will	
V.	Со	ntracts			4:44 PM
	Α.	Amendment to Mind Body Awareness Agreement 23-24	Vote	Lindsey Rojas	3 m
		Amendment to the 23-24 Independent Contractor offerings to include additional professional develop indicating that programming ended in June 2023 in	pment sessions	and to correct a typo	
	В.	Think Together Agreement 23-24	Vote	Lindsey Rojas	3 m
		Agreement with Think Together to offer additional alignment with ELOP funding requirements.	non-instructiona	Il days to be in	
	C.	Math Yogis Agreement	Vote	Rachel Hazlehurst	3 m
		CNCA is requesting Board approval to enter into a high-dosage tutoring services at CNCA, CNCA #3	•	•	
VI.	BU	R Conexion			4:53 PM
	Α.	BUR Conexion	Vote	Carla Rivera	8 m
		The Director of Facilities will present plans for BUI elementary playground into BUR's Centro dance r happen along that route.		-	
VII.	E-R	ate Bid and Vendor Selection			5:01 PM
	Α.	E-Rate Bid and Vendor Selection	Vote	Natasha Barriga	5 m
		The CNCA Board will review the competitive bid re different bids collected throughout the E-Rate proc select an E-Rate vendor for the next year 3 year of	cess. The CNCA	-	
VIII.	LC	AP Annual Mid-Year Update			5:06 PM
	A.	LCAP Annual Mid-Year Update	Vote	Natasha Barriga	5 m

			Purpose	Presenter	Time
		The CNCA Board will review the LCAP Mid-Year			TITLE
		the following: Action Items, Expenditures, Progres	-	•	
IX.	Scl	nool and Academic Updates			5:11 PM
	Α.	Attendance and Enrollment Updates	Discuss	Jeannette Sandoval and Crystal Day	10 m
		The SFS Team will provide an update on enrollm	ent and attenda	nce data.	
Х.	Со	mmittee Updates			5:21 PM
	Α.	Finance Committee Updates	Discuss	Gil Flores	4 m
		The Chair of the Finance Committee will share ar meeting.	n update from th	e last committee	
	В.	Education Committee Meeting	Discuss	Celia Garcia Alvarado	4 m
		The Chair of the Education Committee will share meeting.	an update from	the last committee	
XI.	Fin	ancials			5:29 PM
	Α.	December Financials	Discuss	Sonia Oliva	8 m
XII.	Ac	cept Audit Company 2023-2024			5:37 PM
	Α.	Accept Audit Company 2023-2024	Vote	David Gidlow	3 m
XIII.	CE	O Update			5:40 PM
	Α.	CEO Update	FYI	Adriana Abich	8 m
XIV.	An	nual Brown Act Training			5:48 PM
	Α.	Annual Brown Act Training	Discuss	John Lemmo	30 m
		John Lemmo from YM&C will provide annual Brow Directors.	wn Act training f	or the Board of	

			Purpose	Presenter	Time
XV.	Clo	osed Session			6:18 PM
	Α.	Public Employee Performance Evaluation CEO G.C. 54957(b)(1)	Discuss	David Gidlow	10 m
XVI.	CE	O Compensation			6:28 PM
	Α.	CEO Compensation	Vote	David Gidlow	2 m
		The CNCA Board to vote on the CEO's Compens	ation.		
XVII.	Clo	osing Items			6:30 PM
	Α.	Adjourn Meeting	Vote	David Gidlow	1 m

### Coversheet

### Approve 12-12-2023 CNCA Regular Board Meeting Minutes

Section:	II. Approve Minutes
Item:	A. Approve 12-12-2023 CNCA Regular Board Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
<b>Related Material:</b>	Minutes for CNCA Regular Board Meeting on December 12, 2023



### Camino Nuevo Charter Academy

### **Minutes**

**CNCA Regular Board Meeting** 

### **Date and Time**

Tuesday December 12, 2023 at 4:30 PM

### Location

3500 W. Temple St., Los Angeles, CA 90026

This meeting is open to the public at the CNHS Dalzell Lance Auditorium at 3500 W. Temple St., Los Angeles, CA 90004.

The board meeting is also accessible at every CNCA Campus via teleconference connection: CNCA Burlington 697 S. Burlington Ave., Los Angeles, CA 90057 CNCA Kayne Siart 3400 W. 3rd Street., Los Angeles, CA 90020 CNCA Jose A. Castellanos 1723 W. Cordova St., Los Angeles, CA 90007 CNCA Jane B. Eisner 2755 W 15th St., Los Angeles, CA 90006 CNCA Sandra Cisneros 1018 Mohawk St., Los Angeles, CA 90026

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### **Directors Present**

D. Gidlow, E. Lopez, F. Jimenez, G. Flores, J. Ortega, L. Jennings

### **Directors Absent**

C. Garcia Alvarado, J. Hernandez, R. Arenas, T. Powers

### **Guests Present**

A. Abich, A. Skrumbis, Charles Miller, Crystal Day, J. Cohn, N. Barriga, Rachel Hazlehurst, S. Herrera

### I. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

D. Gidlow called a meeting of the board of directors of Camino Nuevo Charter Academy to order on Tuesday Dec 12, 2023 at 4:33 PM.

### C. Chair Announcements

David Gidlow shared 2023 year-end accomplishments.

### II. Approve Minutes

### A. Approve 10-10-2023 CNCA Regular Board Meeting Minutes

L. Jennings made a motion to approve the minutes from CNCA Regular Board Meeting on 10-10-23.

G. Flores seconded the motion.

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

### Roll Call

- C. Garcia Alvarado Absent
- L. Jennings Aye
- R. Arenas Absent
- D. Gidlow Aye
- E. Lopez Aye
- T. Powers Absent
- G. Flores Aye
- F. Jimenez Aye
- J. Ortega Abstain
- J. Hernandez Absent

### **III. Public Comment**

### A. 2-Minute Limit per Speaker

The following educators addressed the meeting:

- Laura Farrel, from Dalzell Lance campus
- Adriana Abrich, CEO

### IV. 2023-2024 CNCA Calendar

### A. 2023-2024 CNCA Calendar

J. Ortega made a motion to approve the amended CNCA academic calendar due to inclement weather in August.

L. Jennings seconded the motion.

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

### Roll Call

C. Garcia Alvarado	Absent
F. Jimenez	Aye
R. Arenas	Absent
D 0: "	•

- D. Gidlow Aye
- L. Jennings Aye T. Powers Abse
- T. Powers Absent
- J. Ortega Aye J. Hernandez Absent
- E. Lopez Aye
- G. Flores Aye

### V. School and Academic Updates

### A. CAO Update

Rachel Hazlehurst, Chief Academic Officer, shared Q1 academic updates.

### **B.** Attendance and Enrollment Updates

Crystal Day, Director of Strategic Enrollment, shared current enrollment data.

### **VI. Advancement Update**

### A. Advancement Update

Amber Skrumbis, Director of Development, presented CNCA social media communication updates.

### VII. LAUSD Compliance Monitoring

### A. LAUSD Compliance Monitoring

- J. Ortega made a motion to approve LAUSD compliance monitoring.
- D. Gidlow seconded the motion.

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

### Roll Call

E. Lopez	Aye
J. Hernandez	Absent
G. Flores	Aye
L. Jennings	Aye
F. Jimenez	Aye
T. Powers	Absent
C. Garcia Alvarado	Absent
J. Ortega	Aye
D. Gidlow	Aye
R. Arenas	Absent

### **VIII. Contracts**

### A. Everybody Dance LA! MOU

- L. Jennings made a motion to approve the MOU with Everyone Dance LA!
- J. Ortega seconded the motion.

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

### Roll Call

L. Jennings	Aye
E. Lopez	Aye
F. Jimenez	Aye
J. Hernandez	Absent
C. Garcia Alvarado	Absent
D. Gidlow	Aye
T. Powers	Absent
R. Arenas	Absent
J. Ortega	Aye
G. Flores	Aye

### B. Sunny Strategies Inc Contract

J. Ortega made a motion to approve the Sunny Strategies Inc contract.

L. Jennings seconded the motion.

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

### Roll Call

G. Flores	Aye
F. Jimenez	Aye
E. Lopez	Aye
J. Hernandez	Absent
R. Arenas	Absent
L. Jennings	Aye
D. Gidlow	Aye
T. Powers	Absent

### **Roll Call**

C. Garcia Alvarado Absent J. Ortega Aye

### C. Mathnasium Spring 2024 Contract

F. Jimenez made a motion to approve the Mathnasium contract.

G. Flores seconded the motion.

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

### Roll Call

J. Hernandez	Absent
C. Garcia Alvarado	Absent
D. Gidlow	Aye
F. Jimenez	Aye
J. Ortega	Aye
E. Lopez	Aye
G. Flores	Aye
T. Powers	Absent
R. Arenas	Absent
L. Jennings	Aye

### **IX.** Policies

### A. Revisions to Fiscal Policies

G. Flores made a motion to approve, as amended, the revisions to our Fiscal policies. F. Jimenez seconded the motion.

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

### **Roll Call**

G. Flores	Aye
E. Lopez	Aye
J. Hernandez	Absent
C. Garcia Alvarado	Absent
R. Arenas	Absent
D. Gidlow	Aye
L. Jennings	Aye
J. Ortega	Aye
T. Powers	Absent
F. Jimenez	Aye

### X. Financials

### A. October Financials (LAUSD First Interim)

- G. Flores made a motion to approve October financials.
- F. Jimenez seconded the motion.

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

### Roll Call

L. Jennings	Aye
E. Lopez	Aye
C. Garcia Alvarado	Absent
J. Hernandez	Absent
G. Flores	Aye
F. Jimenez	Aye
D. Gidlow	Aye
R. Arenas	Absent
T. Powers	Absent
J. Ortega	Aye

### B. FY23-24 Budget Revision Approval

J. Ortega made a motion to approve SY23-24 budget revisions.

G. Flores seconded the motion.

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

### **Roll Call**

L. Jennings	Aye
E. Lopez	Aye
J. Hernandez	Absent
C. Garcia Alvarado	Absent
G. Flores	Aye
D. Gidlow	Aye
T. Powers	Absent
J. Ortega	Aye
R. Arenas	Absent
F. Jimenez	Aye

### XI. Accept 2022-23 Audit

### A. Accept 2022-23 Audit

J. Ortega made a motion to accept the SY22-23 audit.

L. Jennings seconded the motion.

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

### Roll Call

R. Arenas	Absent
F. Jimenez	Aye
D. Gidlow	Aye
E. Lopez	Aye
L. Jennings	Aye
T. Powers	Absent
J. Ortega	Aye
C. Garcia Alvarado	Absent

Roll CallJ. HernandezAbsentG. FloresAye

### XII. Committee Updates

### A. Finance Committee Updates

Gil Flores, Finance Committee chair, shared budget revision updates.

### **B. Education Committee Meeting**

Education Committee updates were moved to February board meeting.

### XIII. Closed Session

### A. Public Employee Performance Evaluation CEO G.C. 54957(b)(1)

The board moved into closed session at 6:00pm.

The board returned to open session at 6:41pm.

The board authorized our chairperson to finalize compensation arrangements with our CEO, based on her performance evaluation for SY2022-2023.

### **XIV. Closing Items**

### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:42 PM.

Respectfully Submitted, E. Lopez

### Coversheet

### Approve 1-24-2024 CNCA Special Board Meeting Minutes

Section:	II. Approve Minutes
Item:	B. Approve 1-24-2024 CNCA Special Board Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
<b>Related Material:</b>	Minutes for CNCA Special Board Meeting on January 24, 2024

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM



### Camino Nuevo Charter Academy

### **Minutes**

**CNCA Special Board Meeting** 

Date and Time Wednesday January 24, 2024 at 4:00 PM

Location Home Support Office Conference Room 3435 W Temple St Los Angeles, CA 90026

This meeting is open to the public at the Home Support Office at 3435 W. Temple St., Los Angeles, CA 90026.

The board meeting is also accessible at every CNCA Campus and board member virtual locations via teleconference connection: CNCA Burlington 697 S. Burlington Ave., Los Angeles, CA 90057 CNCA Kayne Siart 3400 W. 3rd Street., Los Angeles, CA 90020 CNCA Jose A. Castellanos 1723 W. Cordova St., Los Angeles, CA 90007 CNCA Jane B. Eisner 2755 W 15th St., Los Angeles, CA 90006 CNCA Sandra Cisneros 1018 Mohawk St., Los Angeles, CA 90026 1818 Colby Ave, Los Angeles, CA 90025 633 W. 5th St, Los Angeles, CA 90071 656 18th St, Manhattan Beach, CA 90266 1113 Ridgecrest St., Monterey Park, CA 91754 4941 W. 137th Pl, Hawthorne, CA 90250

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discretion to modify the amount of time allotted for public comment if they deem it necessary. Brown Act regulations restrict the Board from discussing or taking action on any subject presented that is not on the agenda.

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### **Directors Present**

D. Gidlow (remote), F. Jimenez (remote), G. Flores, J. Hernandez (remote), J. Ortega (remote), L. Jennings (remote), R. Arenas (remote), T. Powers (remote)

### **Directors Absent**

C. Garcia Alvarado, E. Lopez

### Directors who arrived after the meeting opened

F. Jimenez, L. Jennings

### **Guests Present**

A. Abich, S. Herrera

### I. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

D. Gidlow called a meeting of the board of directors of Camino Nuevo Charter Academy to order on Wednesday Jan 24, 2024 at 4:01 PM.

- F. Jimenez arrived at 4:03 PM.
- L. Jennings arrived at 4:03 PM.

### II. Contract Approval - Playcraft Apparatus for Burlington Campus

### A. Contract Approval - Playcraft Apparatus for Burlington Campus

J. Ortega made a motion to approve the contract for Pacific Play Systems for new playground equipment at the Burlington campus.

F. Jimenez seconded the motion.

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

### Roll Call

G. Flores	Aye
L. Jennings	Aye
T. Powers	Aye
R. Arenas	Aye
J. Ortega	Aye

### **Roll Call**

- C. Garcia Alvarado Absent
- F. Jimenez Aye
- D. Gidlow Aye
- E. Lopez Absent
- J. Hernandez Aye

### III. Closing Items

### A. Adjourn Meeting

- D. Gidlow made a motion to adjourn the meeting.
- L. Jennings seconded the motion.

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

### Roll Call

- G. Flores Aye
- D. Gidlow Aye
- L. Jennings Aye
- F. Jimenez Aye
- C. Garcia Alvarado Absent
- J. Hernandez Aye
- T. Powers Aye
- J. Ortega Aye
- R. Arenas Aye
- E. Lopez Absent

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:11 PM.

Respectfully Submitted,

D. Gidlow

### Coversheet

### Amendment to Bewilder Agreement 23-24

Section:IV. Consent ItemsItem:A. Amendment to Bewilder Agreement 23-24Purpose:VoteSubmitted by:Updated 23-24 Bewilder Independent Contractor Agreement.pdf



### Changes to the 23-24 Bewilder Independent Contractor Agreement

- Updated Term of Agreement to "The work specified above will commence on September 11, 2023 and will be completed by June 18, 2024."
- Updated Attachment A to: "This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Bewilder ("Contractor") for the period September 11, 2023 to June 18, 2024, for Bewilder CNCA Annual Program."



### **Camino Nuevo Charter Academy** INDEPENDENT CONTRACTOR AGREEMENT

I. This Independent Contractor Agreement (hereinafter called "Agreement") is dated this **7th** day of **August**, 2023, by and between Camino Nuevo Charter Academy (hereinafter called "**CNCA**"), located at 3435 W Temple St. Los Angeles, CA 90027, and Bewilder (hereinafter called "**Contractor**"), located at 3122 Chaucer Street, Los Angeles, CA 90065.

II. **Description of Bewilder CNCA Annual Program**. In consideration of their mutual covenants, the parties hereto agree as follows: The Bewilder CNCA Annual Program to be provided by **Contractor** pursuant to this Agreement (Bewilder CNCA Annual Program), including details regarding the contact that **Contractor** and its assigns will have with students, are described in

### Attachment A - Description of Bewilder CNCA Annual Program – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

**Contractor** hereby verifies that it is specially trained or experienced and competent to provide the Bewilder CNCA Annual Program required by this Agreement and acknowledges that **CNCA** has entered into this Agreement in reliance on the above verification.

III. **Term of Agreement.** The work specified above will commence on September 11, 2023 and will be completed by June 18, 2024. **CNCA** has no legal obligation to renew this Agreement and the decision to do so shall be entirely within the discretion of **CNCA**.

IV. **Billing.** In consideration of the Bewilder CNCA Annual Program provided, **Contractor** will submit invoices X monthly  $\Box$  annually  $\Box$  at completion of contract and will be paid at the rate of \$300,000 per [year]. The total contract amount will not exceed \$300,000. Payment is due within thirty (30) days of receipt of invoice.

V. Indemnification. Contractor agrees to defend, indemnify and hold harmless CNCA, its officers, directors, employees, agents, affiliates, owners, volunteers, successors and assigns from and against any and all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and/or damage to property sustained, or claimed to have been sustained, arising out of any act or omission by Contractor or its sub-Contractors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the Bewilder CNCA Annual Program of the Contractor, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against CNCA. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of CNCA or any of its agents or employees.

VI. **Insurance**. **Contractor** shall, at its own expense, procure and maintain at all times it performs any portion of the Bewilder CNCA Annual Program the following insurance with minimum limits equal to the amounts indicated below.

- 1) <u>Minimum Scope of Insurance</u>
  - a) Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, CNCA, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Bewilder CNCA Annual Program. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
  - b) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Bewilder CNCA Annual Program. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Bewilder CNCA Annual Program under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Bewilder CNCA Annual Program.

- c) *Professional Liability (Errors and Omissions) Insurance*. Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by CNCA.
- d) *Sexual Abuse & Molestation Insurance*. Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.

2) Minimum Limits of Insurance

- i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$3,000,000 general aggregate.
- ii. *Automobile Liability Insurance*: \$1,000,000 combined single limit per accident for bodily injury and property damage; \$2,000,000 general aggregate.
- iii. *Workers' Compensation and Employers' Liability Insurance*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- iv. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 single limit per claim; \$2,000,000 general aggregate.
- v. Sexual Abuse & Molestation Insurance. \$2,000,000 per claim and in aggregate if this coverage is applicable to the Bewilder CNCA Annual Program provided.
- <u>Claims-Made Forms</u>: If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 4) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by **CNCA**.
- 5) Other Insurance Provisions: The policies shall contain, or be endorsed to contain, the following provisions:
  - *a) General Liability and Automobile Liability Coverages* 
    - i. **Contractor's** insurance coverage shall be primary insurance with respect to **CNCA**, its officers, board members, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by **CNCA**, its officers, board members, officials, employees, or volunteers shall be in excess of **Contractor's** insurance and shall not contribute to it.
    - ii. CNCA, its officers, board members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of **Contractor**; and premises owned, leased, or used by **Contractor**. The coverage shall contain no special limitations on the scope of the protection afforded to CNCA, its officers, board members, officials, employees, agents, or volunteers.
    - iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to CNCA, its officers, board members, officials, employees, agents, and volunteers.
    - iv. Coverage shall state that **Contractor's** insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
  - b) All Coverages
    - i. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CNCA. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction of CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided that in no event will a carrier with a rating of B: IX or lower be acceptable.
- 6) Self-Insured Entities: CNCA may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Contractor agrees that it will defend and indemnify CNCA, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Contractor or any other self-insured person or entity, and that it will treat CNCA, including its officers, board members, officials, employees, agents, and volunteers as if it were covered to the same extent as Contractor or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering CNCA for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.
- 7) Evidence of Insurance: Prior to commencing work under this Agreement, **Contractor** shall provide **CNCA** with certificates of insurance evidencing compliance with this section. On request, **Contractor** shall furnish copies of any and/or all of the required insurance policies.

VII. Limitation of CNCA Liability. Other than as provided in this Agreement, CNCA's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CNCA be liable, regardless of whether any claim is based

on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Bewilder CNCA Annual Program performed in connection with this Agreement.

VIII. **Non-Discrimination**. **Contractor** shall ensure that no person employed by, associated with, or subcontracted to **Contractor** shall, on the basis of race, color, national origin, age, ancestry, religion, sex, handicap or sexual orientation, or other basis protected by law, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity at **CNCA** and shall ensure its, and its employees' and subcontractors' compliance with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

IX. Interest of Contractor. It is understood and agreed that this Agreement is not a contract of employment between CNCA and Contractor. At all times Contractor shall be deemed to be an independent contractor and is not authorized to bind CNCA to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of CNCA. Additionally, as the Contractor is not a CNCA employee, Contractor is solely responsible for all employment-related responsibilities for its employees, including but not limited to training, fingerprinting, workers' compensation, etc..

X. Workers' Compensation. Contractor is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

XI. **Occupational Safety and Health Administration (OSHA)**. **Contractor** is aware of OSHA standards and codes as set forth by the U.S. Department of Labor and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verify that all performance under this Agreement shall be in compliance therewith.

XII. **Originality of Services**. **Contractor** agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the **CNCA** and/or used in connection with this Agreement, shall be wholly original to **Contractor** and shall not be copied in whole or in part from any other source, except that submitted to **Contractor** by **CNCA** as a basis for such services.

XIII. License and Authority. Contractor warrants that it will maintain all necessary licenses, registrations, and certifications during the term of this Agreement, and that it is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses, registrations and certifications must be provided to CNCA.

XIV. **Compliance with Laws**. **Contractor** shall observe and comply with all rules and regulations of the governing board of **CNCA** and all federal, state, and local laws, ordinances and regulations. **Contractor** shall give all notices required by any law, ordinance, rule and/or regulation bearing on the performance of the Bewilder CNCA Annual Program as indicated or specified. If **Contractor** observes that the Bewilder CNCA Annual Program is at variance with any such laws, ordinances, rules or regulations, **Contractor** shall notify **CNCA** in writing, and at the sole option of **CNCA**, any necessary changes to the Bewilder CNCA Annual Program shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **Contractor's** receipt of a written termination notice from **CNCA**. If **Contractor** performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying **CNCA** of the violation, **Contractor** shall bear all costs arising therefrom.

XV. **Equipment and Facilities**. **Contractor** will provide all necessary equipment and facilities to render its Bewilder CNCA Annual Program pursuant to this Agreement, unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner. Equipment purchased under the provisions of this Agreement by **CNCA** is the property of **CNCA** and shall be used for its intended purpose during the term of this Agreement. An inventory of all equipment purchased under this Agreement shall be maintained. After the term of this Agreement, the equipment shall continue to be the property of **CNCA**.

XVI. Employment of Additional Workers by Contractor. Contractor may, at its own expense, employ additional workers or subcontractors as necessary for the completion of this Agreement and shall maintain workers' compensation insurance as required by state law. CNCA shall not control, direct, or supervise Contractor's additional workers or subcontractors in the performance of services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or sub-contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable

withholdings. **Contractor** shall not hire employees of **CNCA** for performance of this Agreement unless such employment does not conflict with **CNCA's** personnel policies as determined by **CNCA**.

XVII. Assignment. Without the prior written consent of CNCA, this Agreement is not assignable by the Contractor, either in whole or in part.

XVIII. **Successors and Assigns**. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. **Governing Law**. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in County of Los Angeles, California.

XX. Withholding. CNCA shall not withhold or set aside any money on behalf of the Contractor for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. It shall be the sole responsibility of the Contractor to withhold, set aside and account for all of the above.

XXI. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CNCA, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Bewilder CNCA Annual Program covered by this Agreement. Audit(s) may be performed at any time, provided that CNCA shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

XXII. CNCA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. CNCA may evaluate Contractor in any manner which is permissible under the law. CNCA's evaluation may include, without limitation:

- 1) Requesting CNCA employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
- 2) Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

XXIII. Entire Agreement/Changes or Alterations. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

### XXIV. Termination.

- 1) <u>For Cause</u>: **CNCA** may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - a) material violation of this Agreement by Contractor;
  - b) any act by Contractor exposing CNCA to liability to others for personal injury or property damage; or
  - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. If the expenses, fees, and/or costs to CNCA exceed the cost of providing the Bewilder CNCA Annual Program pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to CNCA upon the receipt of CNCA's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CNCA.
- 2) <u>Without Cause by CNCA</u>: CNCA may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Bewilder CNCA Annual Program satisfactorily rendered to the date of termination. Written notice by CNCA shall be sufficient to stop further performance by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - a) Upon termination, **Contractor** shall provide **CNCA** with all documents produced, maintained, or collected by **Contractor** pursuant to this Agreement, whether such documents are final or draft documents.

XXV. Waiver. No delay or omission by CNCA in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude CNCA from any or further exercise of any right or remedy.

XXVI. **Headings**. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

XXVII. **Severability**. In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

XXVIII. **Ambiguity**. The parities to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

XXIX. **Copyright**. Any written product produced as a result of this contract shall be a work for hire and shall be the property of **CNCA**.

XXX. Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of services for CNCA, including but not limited to all costs of equipment provided by Contractor, all fees, fines, licenses, bonds and/or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business. CNCA shall be responsible for no expenses incurred by Contractor in performing services for CNCA except as provided by this Agreement.

XXXI. **Privacy, Security, and Confidentiality**. If, in the course of carrying out this Agreement, **Contractor** gathers or processes personal (private) information, **Contractor** shall manage the data in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to name, telephone number, email account, address, date of birth, social security number, and student assessment data.

In addition, the Parties shall demonstrate that they have taken specific steps to ensure that data are kept secure and confidential as evidenced by, at a minimum, the following:

- 1) Every employee, volunteer or other person with access to personal information shall sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- 2) Personal data, while being transmitted electronically, shall be encrypted.
- 3) Any repository for the data shall be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.
- 4) Any security breach shall be reported to CNCA in writing within 24 hours of discovery.

XXXII. **Department of Justice (DOJ) Fingerprinting and Tuberculosis (TB) Clearance**. **Contractor** agrees to adhere to the DOJ fingerprint and criminal background investigation and TB requirements of California Education Code sections 45125.1, et seq., and 49406 and provide an affidavit that certifies that all of its employees that work at **CNCA** campuses and come into contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of **CNCA** and **CNCA** shall not reimburse for these expenses. The affidavit must list the following:

- 1) Employee name and CNCA location(s) he/she services;
- 2) Date of criminal background check clearance;
- 3) TB expiration date; and
- 4) Name of **Contractor's** DOJ custodian of records.

**Contractor's** affidavit must be submitted with high authority per its Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to **CNCA** prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. **CNCA** may request updated documentation as needed. **Contractor** must take appropriate action to remove any employee whose arrest notification poses a threat to the school population to ensure the safety of **CNCA** students.

XXXIII. **Independent Contractor Status**. **Contractor** attests that it is engaged in a separately established bona fide business and is in fact an Independent Contractor in accordance with IRS and EDD requirements. **Contractor** understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of **CNCA**, and are not entitled to benefits of any kind or nature normally provided employees of **CNCA** and/or to which **CNCA's** employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. XXXIV. Conflict Of Interest. By signing this Agreement all parties acknowledge and assert that there is no known Conflict of Interest in the execution of this Agreement.

XXXV. Commencement of Work. Contractor is not authorized and will not commence any work of this Agreement and CNCA will not assume legal, financial or any other obligation for work performed prior to the issuance of an authorizing purchase orders with reference to this Agreement.

### This Agreement, including attachments, constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties.

Attachments:

- □ Attachment A Independent Contractor Agreement Description of Bewilder CNCA Annual Program
- □ Attachment B Fingerprint Affidavit
- □ Attachment C IRS form W9
- □ Attachment D DE542 EDD Report of Independent Contractor
- □ Attachment E Contractor Evidence of Insurance
- □ Attachment F Copies of all applicable licenses, registrations and certifications

### **CONTRACTOR (Corporation X Yes** $\Box$ No):

<b>Contractor / Agency Name:</b>	Bewilder
Address:	3122 Chaucer Street
	Los Angeles, CA 90065
Contractor's Contact Person:	Yvonne Leow
Title:	CEO
<b>Telephone:</b> (206) 769-4393	e-mail: yvonne@bewilder.camp

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **CAMINO NUEVO CHARTER ACADEMY**

By Chief Executive Officer / Designee:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### **Camino Nuevo Charter Academy** INDEPENDENT CONTRACTOR AGREEMENT Attachment A

This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Bewilder ("Contractor") for the period September 11, 2023 to June 18, 2024, for Bewilder CNCA Annual Program.

Indicated below is the specific description of the Bewilder CNCA Annual Program including, but not limited to, essential details of the scope of work, site/locations, milestones and timelines, materials, reports, products, (including details regarding the contact that **Contractor** and its assigns will have with students) to be provided:

### **DETAILED DESCRIPTION OF Bewilder CNCA Annual Program TO BE PROVIDED:** Attached.

Page 7 of 7



### BEWILDER **Fuel your imagination**

### 2023 CNCA Outdoor Education Program

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM



## BEWILDER EXISTS TO INSPIRE A BILLION FAMILIES TO ADVENTURE OUTSIDE

amino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM



### WE DIDN'T GROW UP OUTDOORSY

Our founder is the daughter of Cambodian refugees turned outdoor entrepreneur



- **2018** · Hiked the John Muir Trail
- **2020 · Summited Aconcagua. Founded Bewilder.**
- **2022 · REI** accelerator program
- 2023 · <u>Porsche's Founder Initiative</u> Partner with LA County Parks & CA State Parks



BEWILDER

no Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM



### WE BLEND ART, GAMES, AND CULTURAL STORYTELLING INTO AN EDUCATIONAL EXPERIENCE

no Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 Pl





## WHAT WE DID FOR CNCA

no Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM



Design a K-8 outdoor education summer program





Equip 850 students with backpacks, water bottles, sunglasses & more Engage students & teachers without screens



Transform The Audubon Center into an interactive basecamp





# WHAT WE DO FOR SCHOOLS

mino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

We provide experiential outdoor learning, bilingual teaching materials, and interactive field trips to engage students and families who are new to nature

**Family Events** 

After School

**Field Trips** 



Powered by BoardOnTrack

# WHY FAMILIES LOVE US

"What a great organization! I was so glad to have my son participate in this event! It was so much fun for the whole family! Got some great tips on layering and was introduced to a kid friendly sleeping bag! Loved the event and the idea!" - Margaret DeLa Cruz, parent



"Thank you for the goodies! Students are eager to go on more hikes with all their gear!" - CNCA Instructor

### BEWILDER





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### AND OUTDOOR BRANDS DO TOO

nino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

We source sustainable, high-quality outdoor gear four our students from world class outdoor brands

# DECATHLON MIR DRALE NEMO MORRISON SEATOSUMMIT WOOM OUTDOORS Jockaround THERMACELL

### **Our partners**







Powered by BoardOnTrack

# WE HIRE EXPERIENCED OUTDOOR EDUCATORS & GUIDES

mino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM



# **YVONNE LEOW**

**Executive Producer** 



- CEO & founder
- Media innovator



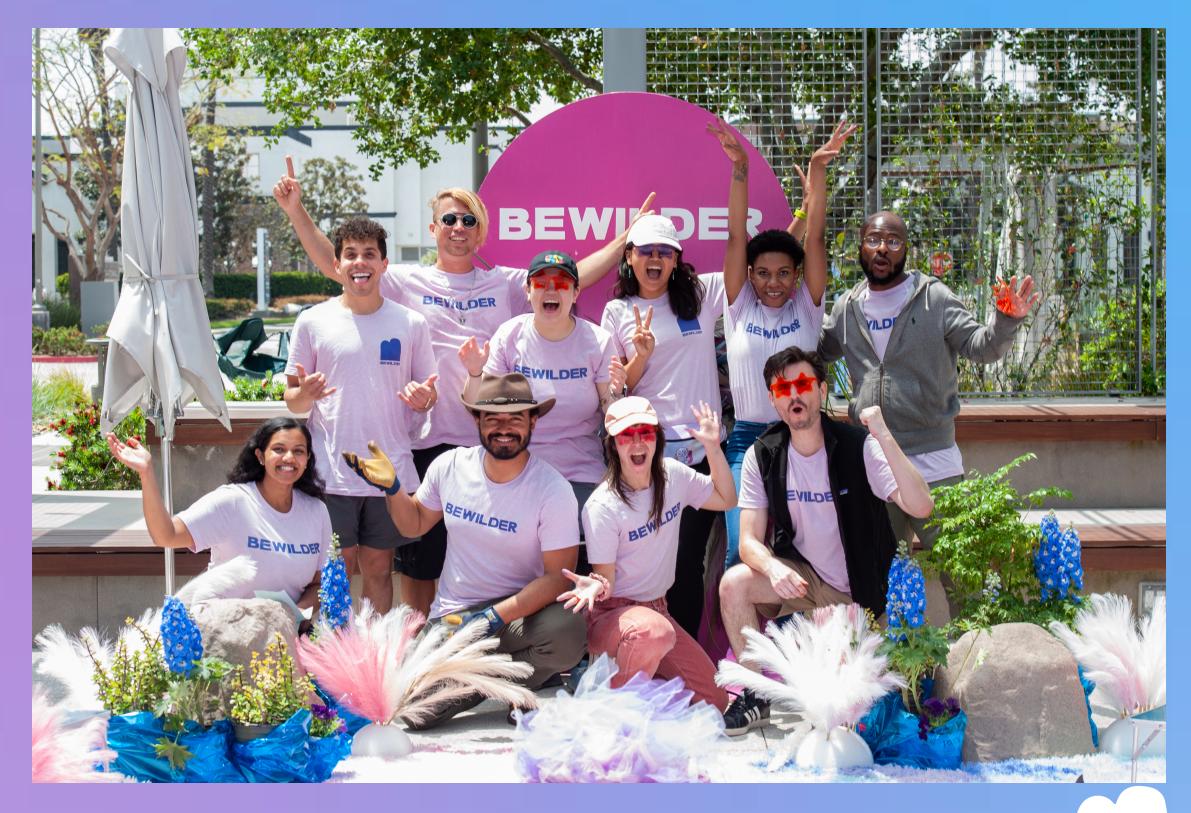
**ONA ZIMHART** 

**Bewilder Guide** 



THE NEW YORK CONSERVATORY FOR DRAMATIC ARTS

• 10+ years performing arts educator



BEWILDER

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# LET'S INSPIRE THE NEXT GENERATION OF ENVIRONMENTAL LEADERS & NATURE LOVERS

# ANNUAL PROGRAM BUR · CIS · KAY · CAS · EIS

# **Custom curriculum**

# **Field trips**

**Family events** 

**Outdoor gear** 

**Bilingual resources** 

**Staffing & training** 

# TOTAL



Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

BEWILDER

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Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

Yvonne@bewilder.camp (206) 769-4393 bewilder.camp

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HC 9300 CULVER, LLC and Madison Marquette Retail Services, LLC, a Delaware Limited Liability Company 9300 Culver Blvd Culver City, CA 90232

	Camino Nuevo Charte	er Aca	ademy	y - CNCA Regular Board M	eeting	- Agenda - Tu	uesday Febru	ary 13, 2024 at 4:30 F	PM				
Ą		ER	TIF	ICATE OF LIAI	BILITY INSURANCE					DATE (MM/DD/YYYY) 08/25/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.													
lf	IPORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to ti	ne tei	rms and conditions of th	e poli	cy, certain p	olicies may						
PRODUCER BIBERK P.O. Box 113247					CONTACT NAME:         FAX         203-654-3613           PHONE (A/C, No, Ext):         FAX         203-654-3613           E-MAIL         customerservice@biBERK.com								
Stamford, CT 06911					ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #								
INSURED Bewilder, Inc						INSURER A : Weimeet insurance Company INSURER B :							
1840 N Kenmore Ave Apt 204						INSURER C : INSURER D :							
Los	Angeles, CA 90027		INSURER E : INSURER F :										
COVERAGES         CERTIFICATE NUMBER:         REVISION NUMBER:           THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
			SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)						
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence	\$ •) \$	0			
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								PERSONAL & ADV INJUR	Y \$	0			
								GENERAL AGGREGATE	\$	0			
								PRODUCTS - COMP/OP A	.GG \$	0			
								COMBINED SINGLE LIMIT					
	ANY AUTO							(Ea accident) BODILY INJURY (Per pers	on) \$				
	OWNED         SCHEDULED           AUTOS ONLY         AUTOS           HIRED         NON-OWNED           AUTOS ONLY         AUTOS ONLY							BODILY INJURY (Per acci PROPERTY DAMAGE (Per accident)	dent) \$ \$ \$				
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							X PER 01 STATUTE EF		00.000			
А	ANYPROPRIETOR/PARTNER/EXECUTIVE		N9WC753289	08/26/2022	08/26/2022	08/26/2023	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLO	+					
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLO	1 0	00,000			
	Professional Liability (Errors & Omissions): Claims-Made							Per Occurrence Aggregate	/				
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ACORD	101, Additional Remarks Schedul			e space is requir	ed)	, 				
				CANCELLATION									
HC 9300 CULVER, LLC and Madison Marquette Retail 9300 Culver Blvd						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							

AUTHORIZED REPRESENTATIVE

later Enjo

Culver City, CA 90232

Bewilder, Inc 1840 N Kenmore Ave Apt 204 Los Angeles, CA 90027 Issue Dated: 08/25/2022

#### MISCELLANEOUS PROFESSIONAL LIABILITY

Policy Number: N9PL753292

#### Renewal of: NEW

#### Carrier: Berkshire Hathaway Direct Insurance Company – A Stock Company

THIS IS A CLAIMS MADE POLICY. **CLAIM EXPENSE** IS INCLUDED IN THE LIMIT OF INSURANCE AND **RETENTION**. THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** SHALL BE REDUCED AND MAY BE TOTALLY EXHAUSTED BY AMOUNTS INCURRED AS **CLAIM EXPENSE**.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

#### DECLARATIONS

[1]	Named Insured and	Mailing Address	<b>Agency</b> BIBERK									
	Bewilder, Inc	-										
	1840 N Kenmore Ave		P.O. Box 113247									
	Apt 204		Stamford, CT 06911									
	Los Angeles, CA 90027											
	Additional Insured Names											
[2]	Policy Period											
sured.	From 08/26/2022 to 08/26/2023 12:01 AM standard time at the Mailing Address of the Named In-											
[3]	Retroactive Date Aug 26 2022 12:01AM											
[4]	Schedule of Insured Services Marketing Consulting											
[5]	Limits of Insurance	\$ 1,000,000	Each Wrongful Act									
		\$ 2,000,000	Total Limit of Insurance									
[6]	Retention	<b>\$</b> 1,000	Each <b>Wrongful Act</b>									
	Retention Net Variable Premium		Each <b>Wrongful Act</b>									
[6] [7]		<b>\$</b> 175.00	Each Wrongful Act Minimum Expense Constant \$-70.00									
	Net Variable Premium	\$ 175.00 00.00										

#### [8] Forms Attached at Issuance

IL 99 00 08 13 – Authorization and Attestation MPL 00 00 04 20 – Miscellaneous Professional Liability Coverage Form MPL 00 120 11 15 – Anti-Stacking MPL 00 14 11 15 – Independent Contractors - Persons Insured Change MPL 00 41 03 18 – Infringment of Copyright-Trademark MPL 00 43 11 15 – Consultants Change MPL 00 58 12 18 – Extended Reporting Period Option MPL 00 80 11 15 – Blanket Waiver as Required by Contract Change Endorsement MPL 00 90 11 15 – Exclusion of Owned Property Change MPL 04 01 05 16 – California Changes MPL DEC 04 20 – Miscellaneous Professional Liability Declarations

By acceptance of this policy, the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreements and representations and that this policy embodies all the agreements existing between the Insured and the Company or any of its representatives relating to this insurance.

AUTHORIZATION AND ATTESTATION IL 99 00 08 13

#### THIS ENDORSEMENT AUTHORIZES THE POLICY.

## **AUTHORIZATION AND ATTESTATION**

This endorsement authorizes the insurance contract between you and the insurance company subsidiary listed on the DECLARATIONS PAGE of your insurance policy.

In Witness Whereof, this page executes and fully attests to this policy. If required by state law, the policy shall not be valid unless countersigned by our authorized representatives.

Authorizing signatures

Bruer Byres

Bruce J. Byrnes Secretary

Peta

Peter Shelley President

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 00 04 20

### MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE POLICY

# **CLAIM EXPENSE** IS INCLUDED IN THE POLICY LIMIT AND THE **RETENTION**.

ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

CLAIMS MADE POLICY: THIS INSURANCE COVERAGE IS ON A CLAIMS MADE BASIS. COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE DURING THE POLICY PERIOD AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE, AS THOSE TERMS ARE DESCRIBED IN THIS POLICY. COVERAGE DOES NOT APPLY TO ANY WRONGFUL ACT COMMITTED BEFORE THE RETROACTIVE DATE STATED IN THIS POLICY.

#### SECTION I – INSURING AGREEMENTS

#### A. Coverage

- The Company will pay on the Insured's behalf those sums, in excess of the Retention and within the applicable Limit of Insurance, that the Insured becomes legally obligated to pay as Damages or Claim Expense because of Claims first made during the Policy Period or Extended Reporting Period (if applicable) as a result of Wrongful Acts committed in the performance of Insured Services.
- For the purposes of this policy of insurance, "Wrongful Act" shall mean the following conduct or alleged conduct by an Insured, or any person or organization for whom an Insured is legally liable:
  - **a.** A negligent act, error or omission;

- b. Any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
- c. Any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence, and commercial appropriation of name or likeness;
- **d.** Wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
- e. False arrest, detention or imprisonment; or
- f. Malicious prosecution.

All **Wrongful Acts** that take place between the **Retroactive Date** and the end of the **Policy Period** of the last policy the **Company** issued to the **Insured** and are related by common facts, circumstances, transactions, events and/or decisions will be treated as one **Wrongful Act**.

#### B. Defense and Settlement of a Claim

The **Company** will have the right and duty to appoint an attorney and defend a covered **Claim**, even if the allegations are groundless, false or fraudulent. However:

1. The Company may, at the Company's discretion, investigate and settle a covered Claim.

- No offer to settle any Claim will be made or accepted by the Insured without prior written agreement by the Company. Notwithstanding the foregoing, it is understood that the Insured may settle any Claim for which the total cost of Damages and Claim Expense associated therewith is less than the amount of the remaining Retention.
- 3. If the **Company** is willing to accept the judgment of the trial or appellate court or any negotiated settlement or settlement offer and the **Insured** is not willing to accept such judgment or settlement, the **Company's** liability for any **Claim Expense** and/or **Damages** incurred after the **Company** indicated its willingness to accept such judgment or settlement shall be limited to the amount for which the **Company** could have resolved the **Claim** plus an additional fifty percent (50%) of that amount. Nothing in this provision will cause the **Company's** liability to exceed the applicable Limits of Insurance set forth on the Declarations Page.
- 4. The Company's right and duty to defend and pay on the Insured's behalf ends when the Company has used up the applicable Limit of Insurance in payment of Damages or Claim Expense, or has met its payment obligations in connection with a Claim subject to Section I.B.3.

Nothing in this **SECTION I – INSURING AGREEMENT, Section B. Defense and Investigation** will relieve the **Insured** from any notice or cooperation requirements contained in the **GENERAL CONDITIONS** section or any other part of this policy.

#### C. Spousal Coverage

If a **Claim** made against an **Individual Insured** includes a **Claim** against that **Individual Insured's** lawful spouse solely by reason of:

- 1. Such spouse's status as the Individual Insured's spouse, or
- 2. Such spouse's ownership interest in property from which the claimant seeks recovery for the Individual Insured's Wrongful Acts,

all **Claim Expense** and **Damages** which such spouse becomes legally obligated to pay on account of such **Claim** shall be treated for purposes of this policy as **Claim Expense** and **Dam**-

ages which the Individual Insured is legally obligated to pay on account of the Claim made against the Individual Insured. Such Claim Expense and Damages shall be covered under this policy only if and to the extent that such Claim Expense and Damages would be covered under this policy if incurred by the Individual Insured. The coverage extension afforded by this subsection does not apply to any Claim alleging any Wrongful Act or omission by the Individual Insured's spouse. The term "spouse" as used in this section shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States of America.

#### SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT

#### A. Limits of Insurance

1. Each Wrongful Act

The Each **Wrongful Act** Limit of Insurance stated in Item 5.a. on the Declarations Page is the most the **Company** will pay for **Damages** and **Claim Expense** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period arising from one **Wrongful Act**, no matter how many:

- a. Insureds this policy covers;
- b. Claims are made; or
- c. Persons or organizations make Claims.
- **2.** Total Limit of Insurance

The Total Limit of Insurance stated in Item 5.b. on the Declarations Page is the most the **Company** will pay for **Damages** and **Claim Expense** combined for the total of all **Claims** made during the **Policy Period** and any Extended Reporting Period, no matter how many:

- a. Insureds this policy covers;
- b. Claims are made;
- c. Persons or organizations make Claims; or

- d. Wrongful Acts are committed.
- 3. Sub-Limits
  - a. Disciplinary Proceedings Claim Expense

The most the **Company** will pay for all **Claim Expense** incurred in connection with **Disciplinary Proceedings** commenced during the **Policy Period** and any applicable Extended Reporting Period shall be \$10,000, no matter how many:

- (1) Insureds this policy covers;
- (2) Disciplinary Proceedings are commenced;
- (3) Persons, organizations, or authorities institute Disciplinary Proceedings; or
- (4) Wrongful Acts are committed.

#### b. Insured's Claim Attendance Expense

If the **Insured** is requested by the **Company** to attend hearings, depositions and trials in connection with the defense of a covered **Claim**, the most the **Company** shall pay for the **Insured's Claim Attendance Expense** incurred as a direct result of such attendance, after any applicable **Retention** is satisfied, will be the lesser of: the **Insured's** actual **Claim Attendance Expense**, or \$500 per day. In any event, the **Company's** total payment for all such **Claim Attendance Expense** shall not exceed \$10,000 for each **Policy Period**, no matter how many:

- (1) **Insureds** this policy covers;
- (2) Claims are made;
- (3) Persons or organizations make **Claims**;
- (4) Trials, depositions, hearings or related appearances the **Insured** attends; or
- (5) Wrongful Acts are committed.

- c. These sub-limits, and any other sub-limit which may be stated in any endorsement to this policy, shall be part of, and not in addition to, the Total Limit of Insurance stated in Item 5.b. of the Declarations. Payment for Claim Expense or Damages to which a sub-limit applies will reduce the Total Limit of Insurance available to pay Claims covered under this policy.
- d. If more than one sub-limited coverage applies to a **Claim** covered under this policy, the **Company** shall not be obligated to pay more than the largest applicable sub-limit for all **Claim Expense** and **Damages** in connection with such **Claim**.

#### B. Retention

The **Company** shall be liable for only that part of **Damages** and **Claim Expense** covered under this policy which is excess of the **Wrongful Act Retention** as described below and in the amount set forth in Item 6. of the Declarations. Such **Retention** shall be borne by the **Insureds** uninsured and at their own risk.

With respect to **Claims** for **Wrongful Acts**, the **Retention** set forth in Item 6. of the Declarations shall apply to each **Wrongful Act** covered by this policy. All **Wrongful Acts** that involve the same or related subject, person, class of person or have common facts or circumstances or involve common transactions, events or decisions, regardless of the number of repetitions, alterations, actions, or forms of communication will be treated as one **Wrongful Act** for the purposes of applying the **Retention**. The **Retention** applies to **Damages** and **Claim Expense** combined. The **Retention** shall not apply to **Claim Expense** incurred in connection with **Disciplinary Proceedings**.

If more than one **Retention** applies to a **Claim** covered under this policy, the **Insured's Retention** obligation shall not exceed the largest applicable **Retention** in connection with such **Claim**.

The Limit of Insurance shall not be reduced by the application of the **Retention**. All other rights, duties and obligations under the policy shall remain the same regardless of whether or not the **Retention** has been satisfied, including, but not limited to, the **Company's** right and duty to investigate, defend and settle **Claims** and the **In**-

**sured's** notice and cooperation duties set forth in this policy.

#### C. Reimbursement

If, at the **Company's** option, the **Company** has paid any amounts for **Damages** or **Claim Expense** in excess of the applicable Limit of Insurance, including any amounts paid in excess of the **Company's** obligation to pay **Damages** and **Claim Expense** pursuant to **SECTION I – INSURING AGREEMENT, Section B. Defense and Investigation, Paragraph 3.** of this policy, or if the **Company** has paid part or all of any **Retention**, the **Insured** shall reimburse the **Company** for such amounts upon demand.

The **Company** will have the right to seek recovery from any **Insured** of any **Claim Expense** or **Damages** paid by the **Company** as a result of any portion of a **Claim** that is not covered by this policy.

#### **SECTION III – EXCLUSIONS**

- A. The Company is not obligated to pay Damages or Claim Expense or defend Claims for or arising directly or indirectly out of:
  - 1. Bodily Injury or Property Damage.
  - 2. An act or omission that is dishonest, fraudulent, criminal, malicious or was intentionally committed while knowing it was wrongful, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the Insured. This exclusion does not apply to any Individual Insured that did not commit, acquiesce or participate in the actions that gave rise to the Claim. Pursuant to SECTION II -LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section C. of this policy, the Company shall have a right to reimbursement of any Damages or Claim Expense paid by the Company as a result of a Claim to which this exclusion applies.
  - **3.** Infringement, misappropriation or theft of:
    - a. Copyright;
    - **b.** Trademark, trade dress, trade name, service mark, service name, title or slogan;
    - c. Patent; or

- **4.** Unfair competition, restraint of trade or any other violation of antitrust laws.
- **5.** Harassment, misconduct or discrimination because of or relating to:
  - a. Race, creed, color or age;
  - **b.** Sex, sexual preference, national origin or religion; or
  - c. Handicap, disability or marital status,

but only if the harassment, misconduct or discrimination was knowingly committed, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the **Insured**. Pursuant to **SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section C.** of this policy, the **Company** shall have a right to reimbursement of any **Damages** or **Claim Expense** paid by the **Company** as a result of a **Claim** to which this exclusion applies.

- Gain, profit or advantage to which any Insured is not legally entitled, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the Insured. Pursuant to SECTION II LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section C. of this policy, the Company shall have a right to reimbursement of any Damages or Claim Expense paid by the Company as a result of a Claim to which this exclusion applies.
- 7. Violation of any provisions of the Employee Retirement Income Security Act of 1974 (the "Act") or:
  - **a.** Any amendment to the Act; or
  - **b.** Any regulations, rulings or orders issued pursuant to the Act.
- 8. Violation of the Securities Act of 1933 as amended, The Securities Exchange Act of 1934 as amended, the Investment Advisers Act of 1940, any state blue sky or securities law, any similar state or federal law, or any order, ruling or regulation issued pursuant to the above laws.

- 9. The actual or threatened discharge, dispersal or release of any Pollutant; or the creation of an injurious condition involving any Pollutant; or the existence of any Pollutant on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any Pollutant. This exclusion shall apply whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any Insured caused or contributed to the pollution.
- **10.** The performance of services which can only be performed by a:
  - **a.** Architect or licensed engineer;
  - **b.** Attorney;
  - c. Certified public accountant;
  - d. Medical practitioner or other health care provider, including, but not limited to, physicians or nurses, and including any Claims arising directly or indirectly out of medical malpractice, including the giving or receiving of professionally qualified medical opinions, or the administration of or failure to administer or summon medical care or first aid;
  - e. Actuary;
  - f. Licensed insurance agent or broker;
  - **g.** Certified financial planner; or
  - **h.** Securities or investment advisor or broker/dealer.
- Malfunction or defect of any hardware, equipment or component. This exclusion does not apply when the malfunction or defect is solely the result of any **Insured's** Wrongful Act in performing **Insured Ser**vices.
- **12.** Electrical or mechanical failure, including power interruption, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure; except this exclusion does not apply when the failure is solely the result of the **Insured's Wrongful Act** in performing **Insured Services**.

- **13.** Gathering, acquisition or obtaining of information about Internet users in any manner, including but not limited to, placement and/or use of spyware or adware.
- **14.** Unsolicited faxes, unsolicited electronic mail, unsolicited telephone calls or other unsolicited electronic communications. This exclusion shall include alleged violations of state, local or federal law, including non-U.S. laws, any amendment to such laws, or violation of any order, ruling or regulation issued pursuant to such laws that regulate such communication.
- **15.** Actions, decisions, orders or proceedings by the Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental regulatory agency, except for **Disciplinary Proceedings**.
- **16.** Unauthorized access to, unauthorized use of, or unauthorized alteration of any computer or system, hardware, software, program, network, data, database, communication network or service, including the introduction of malicious code or virus, or repetitively accessing a website under the control of an **Insured** with the intent to deny others access to such website or with the intent to cause such website's functionality to fail, including what is commonly referred to as denial of service attacks.
- 17. Advertising by the Insured, including inaccurate, inadequate or incomplete description of the price of the Insured's goods, products or services, or the failure of the Insured's goods, products or services to conform with any represented quality or performance contained in Advertising by the Insured.
- **18.** Performance or failure to perform otherwise covered **Insured Services** without a valid and active license, certification, accreditation, or designation if required by federal, state, or local statutory laws to perform such **Insured Services**
- **19.** Obligations under any Workers' Compensation, Unemployment Compensation, Employers Liability or Disability Benefit Law, including any similar provisions of any federal, state or local statutory or common law.

- **20.** Failure to protect any non-public, personally identifiable information in the **Insured**'s care, custody or control.
- **21.** Violation of or noncompliance with any law or regulation governing or pertaining to gambling, gaming, lotteries or games of chance and any other act associated with any such violation or noncompliance
- **22.** Theft, misappropriation, commingling or conversion of any funds, monies, assets, or property.
- **23.** Investment advice including guarantees about the future performance or value of investments, rates of return, interest, or tax consequences
- B. The Company is not obligated to pay Damages or Claim Expense or defend Claims made by:
  - 1. Any enterprise that is a parent, affiliate or partner of any **Insured**;
  - Any enterprise directly or indirectly controlled, operated or managed by the Insured or an enterprise described in SECTION III – EXCLUSIONS, Section B., Paragraph 1 above;
  - 3. Any Insured;
  - Any present, former or prospective employees, officers, directors of any **Insured** when the **Claim** is in any way related to the present, former or prospective employment relations between the claimant and any **Insured**; or
  - 5. Any regulatory authority, or any federal, state or local governmental agency; except this exclusion does not apply to a Claim brought by any of these entities if such entity is also a client, and the Claim arises from actual or alleged Wrongful Acts in the Insured's performance of Insured Services for or on behalf of such agency or entity.
- C. The Company is not obligated to pay Damages or Claim Expense or defend Claims for the breach of express warranties, guarantees or contracts; provided, however, with respect to al-

legations of breach of contract this exclusion shall not apply to any liability that would have attached in the absence of such contract nor to coverage for **Claims** for actual or alleged negligent performance of **Insured Services**.

- **D.** The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
  - 1. Any fact, circumstance, transaction, event or **Wrongful Act** that:
    - a. before the First Inception Date was the subject of any notice of claim or loss, or notice of potential claim or potential loss, given under any other policy of insurance; or
    - b. which, as of the First Inception Date any Insured had knowledge and that was reasonably likely to give rise to a Claim that would fall within the scope of the insurance afforded by this policy; or
    - c. any other Wrongful Act whenever occurring, which together with a Wrongful Act described in a. or b. above, constitute one Wrongful Act as defined in this policy;
  - **2.** Any demand, suit or other proceeding pending, or order, decree or judgment entered:
    - a. against any **Insured** on or prior to the **First Inception Date** or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
    - **b.** any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in a. above, constitute one **Wrongful Act** as defined in this policy.

SECTION IV – WHERE AND WHEN THE COMPANY INSURES

A. Where The Company Insures

Coverage under this policy applies to **Wrongful Acts** committed anywhere and to **Claims** made in the jurisdiction of the United States of America (including its territories and possessions), Puerto Rico and Canada. If **Damages** or **Claim Expense** are paid in a currency other than United

States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate published in *The Wall Street Journal* at the time of the payment.

#### B. When The Company Insures

1. Claims First Made

This insurance applies when a **Claim** is first made against any **Insured** during the **Policy Period**. To be covered, the **Claim** must also arise from a **Wrongful Act** committed during the **Policy Period**, except as otherwise provided below in **SECTION – IV**, **Section B**. **When The Company Insures**, **Paragraphs 2 and 3**. The **Company** will consider a **Claim** to be first made against an **Insured** when a written **Claim** is first received by any **Insured**.

This insurance also applies to **Claims** under the following conditions:

#### 2. Prior Wrongful Acts

This policy will apply to a **Claim** first made against any **Insured** arising from a **Wrongful Act** committed between the **Retroactive Date** and the Inception Date of the policy, but only if all of the following conditions are met:

- a. The Claim is first made against any Insured during the Policy Period. The Company will consider a Claim to be first made against the Insured when a Claim is received by any Insured;
- **b.** No **Insured** knew, prior to the **First Inception Date**, of a circumstance that could reasonably be expected to lead to the **Claim**; and
- **c.** There is no other valid and collectible insurance applicable to the **Claim**.

#### 3. Reported Wrongful Acts

This policy will apply to a **Claim** first made against any **Insured** after the end of the **Policy Period**, but only if all of the following conditions are met:

a. The Wrongful Act giving rise to the Claim is committed between the Retro-

active Date and the end of the Policy Period;

- b. Prior to the First Inception Date, no Insured knew of the Wrongful Act, alleged Wrongful Act or circumstance that could reasonably be expected to lead to the Claim;
- c. The Company receives written notice from the Insured during the Policy Period of the Wrongful Act. The notice must include all of the following information:
  - The names of those persons or organizations involved in the Wrongful Act;
  - (2) The specific person or organization likely to make the **Claim**;
  - (3) A description of the time, place and nature of the **Wrongful Act**; and
  - (4) A description of the potential **Dam**ages; and
- **d.** There is no other valid and collectible insurance applicable to the **Claim**.

The provisions of the policy in effect on the date the **Company** receives the notice of the **Wrongful Act** under this paragraph 3. will apply to any resulting **Claim**.

4. Extended Reporting Period

If the Insured did not report Wrongful Acts during the Policy Period as described in SECTION – IV, Section B. When The Company Insures, Paragraph 3 above, and Claims arising from such Wrongful Acts are first made after the end of the Policy Period, such Claims are not covered under this policy unless the First Named Insured purchases an Extended Reporting Period from the Company.

a. If the First Named Insured purchases an Extended Reporting Period, the Company will cover a Claim first made against any Insured after the end of the Policy Period but during the Extended Reporting Period, only if all of the following conditions are met:

- (1) The Wrongful Act giving rise to such Claim is committed between the Retroactive Date and the end of the Policy Period;
- (2) No **Insured** knew prior to the **First Inception Date** of a circumstance that could reasonably be expected to lead to the **Claim**; and
- (3) There is no other valid or collectible insurance applicable to the **Claim**.

The **Company** will consider a **Claim** to be made during the Extended Reporting Period only if the **Claim** is first received by any **Insured** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Extended Reporting Period Endorsement.

- **b.** The following provisions and conditions also apply to the Extended Reporting Period:
  - (1) If there is a Termination of Coverage and upon request by the Named Insured, the Company will sell one of the Extended Reporting Period options listed on the Extended Reporting Period Option Endorsement. Where a claims-made relationship between the Insured and the Company has continued for less than one year the Company is not required to sell an Extended Reporting Period for Termination of Coverage for nonpayment of premium or fraud.
  - (2) The Company must receive the First Named Insured's request for the Extended Reporting Period in writing within the later of:

**a)** sixty (60) days after the end of the **Policy Period**, or

**b)** thirty (30) days from the date of mailing or delivery of the advice informing the insured of an Extended Reporting Period option. This advice does not apply upon cancellation due to non-payment of premium or fraud on the part of the **Insured**.

On receipt and acceptance of the request, the **Company** will issue an endorsement showing the Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the **Company** will bill the additional premium, and the **Company** must receive payment within thirty (30) days after the billing date for the endorsement to be effective.

- (3) The endorsement shall also include the provisions and conditions applicable to the Extended Reporting Period. Once in effect, the Extended Reporting Period may not be canceled.
- (4) A Claim that is first made during the Extended Reporting Period will be deemed to have been made on the last day of the Policy Period. The provisions of the policy in effect on the last day of the Policy Period will apply.
- (5) The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.
- (6) If a corporation, partnership or other entity has been placed in liquidation or bankruptcy or permanently ceases operations and the entity or its designated trustee does not purchase extended reporting period coverage then any person covered under the policy may request the extended reporting period coverage within 120 days of the termination of coverage
- 5. Multiple Claims

All **Claims** arising from the same **Wrongful Act** will be deemed to have been made on the earlier of the following times:

- a. The date the first of those Claims is made against any Insured; or
- b. The first date the Company receives the Insured's written notice of the Wrongful Act.

The provisions of the policy in effect on that date will apply.

#### **SECTION V – DEFINITIONS**

- A. "Advertising by the Insured" means advertising, publicity or promotion of any kind of the Insured's products and services.
- **B.** "Application" means all of the following:
  - The Insured's Miscellaneous Professional Liability insurance policy application, and, if this policy is a renewal of a policy issued by the Company, the Insured's Miscellaneous Professional Liability insurance renewal application, including all applications and renewal applications submitted for such policies;
  - 2. Other companies' insurance policy applications, if accepted by the **Company**; and
  - 3. All attachments to the **Application** or renewal **Application** and any other information furnished to the **Company** for the purpose of applying for the insurance. All such attachments and information will be kept on file by the **Company**, deemed attached to the policy as if physically attached to it and shall become incorporated in and constitute a part of this policy.
- **C.** "**Bodily Injury**" means physical injury to the body, or sickness or disease sustained by a person, including death resulting therefrom.

**Bodily Injury** also means mental injury or mental anguish, including emotional distress, shock or fright, if resulting from injury to the body, sickness, disease or death of any person. However, **Bodily Injury** does not include such mental injury or mental anguish if directly resulting from a covered **Wrongful Act** arising out of the performance or failure to perform **Insured Services**.

- D. "Claim" means a written demand or written assertion of a legal right made against any Insured seeking Damages or non-monetary relief, including arbitration proceedings and Disciplinary Proceedings, including any appeal therefrom.
- E. "Claim Attendance Expense" means the Insured's actual loss of earnings and reasonable expenses incurred directly in order for the Insured to attend hearings, depositions and trials

at the request of the **Company** in connection with the defense of a covered **Claim**.

- F. "Claim Expense" means expenses incurred by the Company or by the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered Claims, whether paid by the Company or Insured with the Company's consent. Claim Expense includes:
  - 1. Attorneys fees;
  - 2. Costs taxed against an **Insured** in any suit defended by the **Company**;
  - **3.** The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The **Company** does not have to furnish these bonds; and
  - Reasonable expenses incurred by an Insured at the Company's request, excluding:
    - Loss of earnings (except to the extent covered as Claim Attendance Expense); and
    - **b.** Salaries or other compensation paid to any **Insured**.
- **G.** "**Company**" means the insurance company stated at the top of the Declarations Page.
- H. "Damages" means monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary, if permitted by law in an applicable jurisdiction; and legal expense or other costs included as part of a judgment, award or settlement. Damages also includes interest on any part of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

**Damages** does not include fines, penalties, taxes or return of fees, deposits, commissions or charges for goods or services.

**Damages** also does not include costs of correcting, performing or re-performing **Insured Services** by:

- 1. Any Insured; or
- **2.** Another party, when an **Insured** had the opportunity to correct, perform or re-perform the service that generated the cost.

In determining the insurability of punitive or exemplary damages, or the multiplied portion of any multiplied damage award, the law of the jurisdiction most favorable to the insurability of those damages will control for purposes of resolving any dispute between the **Company** and the **Insureds**, provided that such jurisdiction is:

- **1.** Where the punitive, exemplary or multiplied damages were awarded or imposed;
- 2. Where the **Wrongful Act** giving rise to the **Claim** took place;
- 3. Where either the **Company** or any **Insured** is incorporated, has its principal place of business or resides; or
- **4.** Where this policy was issued or became effective.
- I. "Disciplinary Proceeding" means any action, investigation or request for information by a regulatory or disciplinary official, board or agency authorized by law or administrative order to oversee, investigate or institute actions regarding the **Insured's** professional misconduct in the performance of **Insured Services**.
- J. "First Inception Date" is the Inception Date of the earliest errors and omissions insurance policy the Company issued to the First Named Insured that provides similar coverage by the Company, provided that there has been uninterrupted coverage by the Company for the First Named Insured from that earliest policy to this policy.
- K. The "First Named Insured" is the Named Insured first listed on the Declarations Page.
- L. "Individual Insured" means, individually and collectively:
  - **1.** Any **Named Insured** that is an individual person;
  - 2. Any **Named Insured's** stockholders for their liability as stockholders;

- 3. Any Named Insured's and Subsidiary's partners, officers, directors and employees, but only with respect to their activities within the scope of their duties in such capacity in the performance of Insured Services by the Named Insured or any Subsidiary; and
- 4. Any Named Insured's and Subsidiary's former partners, officers, directors and employees, but only with respect to their activities within the scope of their duties in the capacity of the Named Insured's partners, officers, directors or employees in the performance of Insured Services by the Named Insured.

In the event of death, incompetency, insolvency or bankruptcy of any **Insured**, the **Insured's** legal representative shall be considered an "**Individual Insured**", but only with respect to its activities within the scope of its duties in such capacity in the performance of **Insured Services** by a **Named Insured**.

- M. "Insured" means, individually and collectively:
  - 1. A Named Insured; and
  - 2. The Individual Insureds.
- N. "Insured Services" means those services performed for others as stated in Item 4. on the Declarations Page, or as otherwise stated by endorsement to this policy.
- **O.** "**Named Insured**" means the person or entity listed in Item 1. of the Declarations Page and its **Subsidiaries**.
- **P.** "**Policy Period**" means the period of time stated in Item 2. on the Declarations Page, or any shorter period resulting from policy cancellation.
- **Q.** "**Pollutant**" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
  - **1.** Smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
  - **2.** Hazardous, toxic or radioactive matter or nuclear radiation;
  - **3.** Waste, which includes material to be recycled, reconditioned or reclaimed; or

**4.** Any other pollutant as defined by applicable federal, state or local statutes, regulations, rulings or ordinances.

#### R. "Property Damage" means:

- **1.** Physical injury to tangible property, including all resulting loss of use of that property; or
- **2.** Loss of use of tangible property that is not physically injured.
- **S.** "**Retention**" means the amount stated in Item 6. on the Declarations Page and described in **Section II.B.** of this policy.
- **T.** "**Retroactive Date**" means the date, if any, stated in Item 3. on the Declarations Page.
- **U.** "Subsidiary(ies)" means any entity in which, and so long as, a **Named Insured**, either directly or indirectly:
  - 1. Owns more than fifty (50) percent of the issued and outstanding voting equity securities; or
  - 2. Controls voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees;

on or before the effective date of this policy, or after the effective date of this policy; provided that, with any respect to any entity that becomes a **Subsidiary** after the effective date of the policy, and the entity's gross revenues exceed ten percent (10%) of the **Insured's** annual gross revenues at the Inception Date of the policy, the entity shall only be deemed a **Subsidiary** under this policy for a period of ninety (90) days from the date it became a **Subsidiary**.

If the **Insured** gives written notice within ninety (90) days of the creation or acquisition of the **Subsidiary**, including the necessary underwriting information the **Company** may require and pay any reasonable additional premium as the **Company** may require, then the **Company** will issue an endorsement including such entity in the definition of **Subsidiary** for the duration of the **Policy Period**.

In all events there is no coverage for **Wrongful Acts**, **Damages** or **Claim Expense** relating to any activities of a **Subsidiary**, or **Insured** thereof, occurring prior to the time such entity became a **Subsidiary**.

V. "Wrongful Act" means conduct or alleged conduct by an **Insured**, or any person or organization for whom an **Insured** is legally liable, as described in Insuring Agreement **Section I.A.** of this policy or as amended by applicable endorsement(s) attached hereto.

#### All Wrongful Acts that:

- 1. Take place between the **Retroactive Date** and the end of the **Policy Period** of the last policy the **Company** issued to the **Insured** and
- 2. Are related by common facts, circumstances, transactions, events and/or decisions will be treated as one **Wrongful Act**.

#### SECTION VI – GENERAL CONDITIONS

#### A. Time of Inception; Policy Period

This policy will begin at 12:01 A.M. on the Inception Date shown in the Declarations. This policy will continue to apply until 12:01 A.M. on the Expiration Date also shown in the Declarations unless terminated at an earlier date.

#### B. Premium

The **First Named Insured** will pay to the **Company** the amount of premium stated in Item 7. of the Declarations. The premium may be adjusted at any time during the **Policy Period** or any extensions of the **Policy Period** based upon changes in the provisions of this policy as may be agreed upon by the **First Named Insured** and the **Company**.

#### C. Insured's Duties in the Event of a Claim

- 1. If there is a **Claim**, the **Insured** must do the following after the **Named Insured** has knowledge of the **Claim**:
  - a. Notify the **Company** in writing as soon as practicable. This notice must contain details that identify the **Insured**, the claimant and also reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**.

- Immediately send the Company copies of all demands, notices, summonses or legal papers received in connection with the Claim;
- **c.** Authorize the **Company** to obtain records and other information;
- d. Cooperate with and assist the **Compa**ny in the investigation, settlement or defense of the **Claim**; and
- e. Assist the Company, upon the Company's request, in enforcing any rights of contribution or indemnity against another who may be liable to any **Insured**.
- 2. No **Insured** will, except at the **Insured's** own cost, voluntarily make a payment, admit liability, assume any obligation or incur any expense without the **Company's** prior written consent.
- 3. When this policy requires that an **Insured** provide notice of a **Claim**, we will consider the **Insured** to have knowledge of that **Claim** when any of the offices of the **Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager or in-house counsel has that knowledge.

#### D. Bankruptcy

The bankruptcy or insolvency of the **Insured** or **Insured's** estate will not relieve the **Company** of the **Company's** obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

#### E. Other Insurance

If other valid and collectible insurance applies to a **Claim** covered under this policy, this insurance is excess over such other insurance, except when the other insurance is specifically arranged by or on behalf of the **Named Insured** to apply in excess of this insurance, and no other insurance applies to the **Claim**.

#### F. Subrogation and Recovery

In the event of any payment under this policy, the **Company** will be subrogated to all the **In**- **sured's** rights of recovery therefore against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The **Company** will have no rights of subrogation against any **Insured** hereunder. Any recoveries shall be applied as follows:

- 1. First, to the **Company** up to the amount the **Company** has paid for **Damages** and **Claim Expense**.
- 2. Then, to the First Named Insured as recovery of Retention amounts paid as Damages and Claim Expense.

#### G. Changes in Insured's Operations

This policy applies only to **Insured Services** as described in the **Application**. This policy will not apply to any other activities or entities unless, with the **Company's** consent, such activities or entities are added to this policy by endorsement. The **Named Insured** will promptly pay any additional premium that may become due as a result of such addition.

#### H. Assignment

Assignment of any interest under this policy will not bind the **Company** unless and until its written consent is endorsed hereon.

#### I. Cancellation and Nonrenewal

- 1. Cancellation
  - a. The First Named Insured may cancel this policy by mailing or delivering written notice of cancellation to the Company or the Company's authorized representative, at the address shown on the Declarations Page of this policy. Such notice of cancellation will state the effective date of cancellation or, if no effective date is stated, the effective date of cancellation shall be thirty (30) days after receipt of notice. The Policy Period will end on that date.
  - **b.** The **Company** may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:

- (1) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
- (2) Thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.
- c. If this policy is canceled, the Company will send the First Named Insured any premium refund due. If the Company cancels, the refund will be the pro rata unearned amount of the annual premium. If the First Named Insured cancels, the refund, if any, will be the pro rata unearned amount of the annual premium calculated at the customary short rate. Return of premium to the First Named Insured is not a condition precedent to cancellation.
- **d.** The **Company** will mail or deliver the notice to the address stated in Item 1. on the Declarations Page.
- e. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

#### 2. Nonrenewal

The **Company** may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured** at the address shown on the Declarations Page of this policy. The **Company** will mail or deliver the notice at least sixty (60) days before the expiration of the policy.

If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

#### J. Action Against the Company

No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy by all Insureds, nor until the amount of the Insured's obligation to pay has been fully determined either by judgment or award against the Insured after actual trial or arbitration or by written agreement among the Insured, the claimant

and the **Company**. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement, will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.

2. No person or organization will have any right under this policy to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the **Company** be impleaded by the **Insured** or the **Insured's** legal representative.

#### K. Representations

By accepting this policy, the **Named Insured** agrees:

- The statements made and information contained in the Application for this insurance furnished to the Company are true, accurate and complete;
- 2. Those statements furnished to the Company are representations the Named Insured made to the Company on behalf of all Insureds;
- Those representations are a material inducement to the Company to issue this policy;
- **4.** The **Company** has issued this policy in reliance upon those representations;
- 5. This policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this insurance;
- 6. The **Insured** has and will provide true, accurate and complete information with regard to audits, claims, and assessments as required by the **Company**;
- 7. The Application, including any attachments, and all other information and materials submitted by or on behalf of the Insureds to the Company in connection with the Company underwriting this policy, will be kept on file by the Company, deemed attached to this policy as if physically attached to it and shall become incorporated in and constitute a part of this policy;

8. If such representations or such information are not true, accurate and complete, this policy shall be null and void in its entirety and the **Company** shall have no liability hereunder.

#### L. Severability

With regard to the information provided on any insurance **Application** or with regard to knowledge of any **Wrongful Acts** or **Claims** as referenced in this policy, only facts pertaining to and knowledge possessed by any of the offices of the **Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager, in-house counsel or any person whose signature appears on any **Application**, shall be imputed to the **Insured**.

#### M. Changes to the Policy

Notice or knowledge possessed by any person will not effect a waiver or a change in any part of this policy or estop the **Company** from asserting any rights under the terms of this policy; nor will the terms of this policy be waived or changed except by written endorsement issued to form a part of this policy.

#### N. Authorization

The **First Named Insured** is responsible for assurance of payment of all premiums and **Retentions**. The **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation or nonrenewal, receiving any return premium, and purchasing an Extended Reporting Period. In the event of a disagreement between any **Insureds**, the **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to negotiation of settlements and the decision to appeal or not to appeal any judgment.

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 120 11 15

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section A Limits of Insurance of the policy is amended to add the following:

If any **Wrongful Act** that is covered by the policy is also covered to any extent by another policy also issued by the **Company** or any of its parents, subsidiaries or its affiliates to the **Named Insured**, the total liability of the **Company** or its parents, subsidiaries or its affiliates under either or both policies for the **Wrongful Act** shall not exceed the largest Total Limit of Insurance available under either policy.

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 14 11 15

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### INDEPENDENT CONTRACTORS – PERSONS INSURED CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

**SECTION V** – **DEFINITIONS**, **Section L.3.** of the policy is deleted in its entirety and replaced by the following:

3. Any Named Insured's and Subsidiary's partners, officers, directors, employees and independent contractors, but only with respect to their activities within the scope of their duties in such capacity in the performance of Insured Services by the Named Insured or any Subsidiary; and

**SECTION V** – **DEFINITIONS, Section L. 4.** of the policy is deleted in its entirety and replaced by the following:

4. Any Named Insured's and Subsidiary's former partners, officers, directors, employees and independent contractors, but only with respect to their activities within the scope of their duties in the capacity of the Named Insured's partner, officer, director, employee or independent contractors in the performance of Insured Services by the Named Insured.

**SECTION III** – **EXCLUSIONS, Section**, **B. 4.** of the policy is deleted in its entirety and replaced by the following:

The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** made by:

4. Any present, former or prospective employees, independent contractors, officers or directors of any **Insured** when the **Claim** is in any way related to the present, former or prospective employment or independent contract relations between the claimant and any **Insured**.

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 41 03 18

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### INFRINGEMENT OF COPYRIGHT/TRADEMARK SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

**SECTION I – INSURING AGREEMENTS**, Section **A.2** of the policy is amended to add the following:

- For the purposes of this policy of insurance, "Wrongful Act" shall mean the following conduct or alleged conduct by an Insured, or any person or organization for whom an Insured is legally liable:
  - **g.** Infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
  - h. Infringement of copyright, false attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract;
  - i. Piracy, Unfair Competition or other misuse of intellectual property right in Content, but only when alleged in conjunction with the types of Claims named in g. and h. above.

**SECTION II – LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT, Section A.3.**, Sub-Limits, of the policy is amended to add the following:

#### Copyright/Trademark

The most the **Company** will pay for all **Damages** and **Claim Expense** for **Claims** arising out of any actual or alleged infringement of copyright, infringement of trade mark, trade dress, trade name, service mark, service name, title or slogan or **Piracy**, **Unfair Competition** or other misuse of intellectual property right in **Content** shall be \$250,000, no matter how many:

- (1) Insureds this policy covers;
- (2) Claims are made;
- (3) Persons or organizations make Claims; or
- (4) Wrongful Acts are committed.

This sub-limit shall be part of, and not in addition to, the Total Limit of Insurance stated in Item 5.b. of the Declarations. Payment for **Claim Expense** or **Damages** to which a sub-limit applies will reduce the Total Limit of Insurance available to pay **Claims** covered under this policy.

**SECTION III – EXCLUSIONS, Section A.3** of the policy is deleted in its entirety and replaced by the following:

The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:

- **3.** Infringement, misappropriation or theft of:
  - a. Patent; or
  - b. Trade secrets.

**SECTION V – DEFINITIONS** of the policy is amended

to add the following:

"**Content**" means printed, audio, visual, digital or informational material. "**Piracy**" means the wrongful use, reprinting or reproduction of copyrighted intellectual property.

"Unfair Competition" means the misuse of an intellectual property right in Content.

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 43 11 15

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. CONSULTANTS CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

**SECTION III – EXCLUSIONS, Section A** of the policy is amended to add the following:

A. The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:

Advice about or selection of any investment advisor, investment manager, custodial firm or similar firm by any **Insured**.

Advice about, promise or guarantee of the future performance or value of investments, or rate of return or interest by any **Insured**.

Loss of or fluctuation in the value of any monies or securities.

Commingling or improper use of funds.

Failure of investments to perform as expected or desired.

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 58 12 18

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED REPORTING PERIOD OPTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

The Extended Reporting Period options and the respective percentage of the Net Variable Premium, as stated in Item 7. of the Declarations Page that the First Named Insured must pay to purchase the Extended Reporting Period are: One Year = 100% Two Years = 150% Three Years = 200% Four Years = 225% Unlimited = 250%

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 80 11 15

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION VI – GENERAL CONDITIONS, Section F Subrogation and Recovery of the policy is amended to add the following additional paragraph after F.2:

The **Company** hereby waives any of its rights to pursue recovery in a subrogation action against all clients of any **Insured** hereunder, where such waiver of subrogation by the **Company** is a contractual requirement for services performed under a written agreement between an **Insured** and any client of the **Insured**. This waiver of subrogation rights by the **Company** shall apply only with respect to clients of any **Insured**, and not to others, associated with any **Claim** brought against any **Insured** for services performed under a written agreement between the client and an **Insured**.

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 00 90 11 15

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION OF OWNED PROPERTY CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

**SECTION III – EXCLUSIONS, Section A.** of the policy is amended to add the following:

A. The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:

The performance of **Insured Services** involving any property in which the **Insured** or any of the **Insured's Direct Relatives** have or had an ownership or equity interest as an individual, partner, shareholder or fiduciary. "**Direct Relatives**" means any of the following (including step-relations or relations by adoption): **Insured's** parent, grandparent, siblings, children or **Insured's** spouse and **Insured's** spouse's parents, grandparents, siblings or children.

#### MISCELLANEOUS PROFESSIONAL LIABILITY MPL 04 01 11 15

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

**SECTION VI – CONDITIONS, Section I. Cancellation and Nonrenewal** is deleted in its entirety and replaced by the following:

- I. Cancellation and Nonrenewal
  - 1. Cancellation
    - a. The First Named Insured may cancel this policy by mailing or delivering written notice of cancellation to the **Company** or the **Company's** authorized representative, at the address shown on the Declarations Page of this policy. Such notice of cancellation will state the effective date of cancellation or, if no effective date is stated, the effective date of cancellation shall be thirty (30) days after receipt of notice. The **Policy Period** will end on that date.
    - b. The Company may cancel this policy by mailing or delivering to the Named Insured and to the agent or broker of record, written notice of stating the reason for cancellation at least:
      - (1) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium for fraud; or
      - (2) Thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.

- **c.** If this policy has been effective for more than sixty (60) days or is a renewal policy, only an occurrence of one or more of the following after the effective date of the policy will be considered grounds for cancellation:
  - (1) Nonpayment of premium, including payment due on a prior policy issued by the **Company** and due during the current policy term covering the same risks;
  - (2) A judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of the state of California or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
  - (3) Discovery of fraud or material misrepresentation by either the Named Insured or the Insured's representative in obtaining the insurance or the Named Insured or the Named Insured's representative in pursuing Claim under the policy;
  - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the Named Insured or the Named Insured's representative, which materially increase any of the risks insured against;

MPL 04 01 11 15

#### **MISCELLANEOUS PROFESSIONAL LIABILITY – California Changes**

- (5) Failure by the Named Insured or the Named Insured's representative to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or that were conditions precedent to the use by the Company of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
- (6) A determination by the Commissioner that the loss of, or changes in, the Company's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Company. A certification made under penalty of perjury to the Commissioner by an officer of the Company of the loss of, or change in, reinsurance and that the loss or change will threaten the financial integrity or solvency of the Company if the cancellation of the policy is not permitted shall constitute this determination unless disapproved by the Commissioner within thirty (30) days of the filing. There shall be not extensions to this thirty (30) day period;
- (7) A determination by the Commissioner that a continuation of the policy coverage would place the Company in violation of the laws of the state of California or the state of the Company's domicile or that the continuation of coverage would threaten the solvency of the Company;
- (8) A change by the **Named Insured** or the **Named Insured's** representative in the activities or property of the commercial or industrial enterprise that results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased or changed risk is included in the policy.
- d. If this policy is canceled, the **Company** will send the **Named Insured** any premium refund due. If the **Company** cancels, the refund will be the pro rata unearned amount of the annual premium. If

the **Named Insured** cancels, the refund, if any, will be the pro rata unearned amount of the annual premium calculated at the customary short rate. Return of premium to the **Named Insured** is not a condition precedent to cancellation. In the event of cancellation of this policy, any return premium due the **First Named Insured** will be refunded within eighty (80) business days.

#### 2. Nonrenewal

The **Company** may elect not to renew this policy by mailing, by certified mail with return receipt, or delivering written notice of nonrenewal to the **Named Insured** at the address shown on the Declarations Page of this policy, with a copy to the agent or broker of record on the policy. The **Company** will mail or deliver the notice at least sixty (60) days, but not more than one hundred twenty (120) days, before the expiration of the policy.

If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing. The notice period will be extended by an additional ten (10) days to allow for mailing time.

Notice of nonrenewal as described in this provision will not be required for any of the following situations:

- **a.** Transfer or renewal of a policy without changes between insurers of the same group;
- Extension of the policy of ninety (90) days or less after notice of nonrenewal has been sent;
- c. The **Insured** has obtained or agreed to obtain replacement coverage within sixty (60) days of termination;
- **d.** For a sixty (60) day policy, where notice of renewal is given at the time the policy was issued;
- e. The **Insured** requests a change in terms, conditions or risks covered by the policy

#### **MISCELLANEOUS PROFESSIONAL LIABILITY – California Changes**

within sixty (60) days prior to the end of the Policy Period; or

**f.** The **Company** has made a written offer sixty (60) days prior to the end of the policy term to renew under different terms.

**SECTION VI – CONDITIONS** of the policy is amended to add the following:

#### O. Renewal With Altered Terms

If renewal of this policy will be based on a rate increase of twenty-five percent (25%) or more, increase in **Retention**, reduction of limits or elimination of coverage(s), the **Company** will provide the **First Named Insured** at least sixty (60) days, but not more than one hundred twenty (120) days, advance notice of such change(s) prior to the expiration of the policy. The notice will be mailed via certified mail or delivered to the **First Named Insured** at the address shown on the Declarations Page of this policy. The notice period will be extended by an additional ten (10) days to allow for mailing time. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

Bewilder, Inc 1840 N Kenmore Ave Apt 204 Los Angeles, CA 90027

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM				
ACORD <sup>®</sup> C	ERTIFICATE OF LIA	BILITY INSUR	ANCE	DATE (MM/DD/YYYY) 08/25/2022
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	t to the terms and conditions of th	ne policy, certain policie		
PRODUCER BIBERK P.O. Box 113247		CONTACT NAME: PHONE 844-472-09 (A/C, No, Ext): E-MAIL customerse	967 FAX (A/C, No): ervice@biBERK.com	203-654-3613
Stamford, CT 06911			(S) AFFORDING COVERAGE way Direct Insurance Company	NAIC#
INSURED Bewilder, Inc				
1840 N Kenmore Ave		INSURER C : INSURER D :		
Apt 204 Los Angeles, CA 90027				
COVERAGES CEF	RTIFICATE NUMBER:	INSURER F :	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORD	OF ANY CONTRACT OR O DED BY THE POLICIES DE	OTHER DOCUMENT WITH RESPE SCRIBED HEREIN IS SUBJECT T	CT TO WHICH THIS
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)				
CERTIFICATE HOLDER CANCELLATION				
Bewilder, Inc 1840 N Kenmore Ave		THE EXPIRATION DA	ABOVE DESCRIBED POLICIES BE C ATE THEREOF, NOTICE WILL HE POLICY PROVISIONS.	
Apt 204 Los Angeles, CA 90027		AUTHORIZED REPRESENTATI	r latech 6y	pb

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ACORD 25 (2	2016/03) Th	e ACORD name and logo are registered marks of ACORD	

### Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(I)

With respect to the Agreement/Contract (Number \_\_\_\_\_\_) between <u>Camino Nuevo Charter Academy</u> ("CHARTER SCHOOL") and the individual, company, or contractor <u>Bewilder</u> ("VENDOR") for provision of services.

#### PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

#### CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- A. The VENDOR hereby certifies to the CHARTER SCHOOL'S Governing Board that it has completed the criminal background check requirements of California Education Code (Ed. Code) section 45125.1, that it has determined that none of its employees that may come into contact with CHARTER SCHOOL students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the VENDOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- B. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Ed. Code section 49406. VENDOR requires all new employees to provide VENDOR with certificate of tuberculosis clearance dated within the 60 days prior to initial employment. VENDOR maintains current TB clearances for all such employees.
- C. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all VENDOR employees whose assignment at the CHARTER SCHOOL requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Ed. Code section 47605(I).

# List below, or attach, the <u>name and other information for each vendor employee</u> for whom VENDOR has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
6/16/2023	10/31/2026	
6/23/2023	10/31/2026	
7/03/2023	10/31/2026	
6/24/2023	10/31/2026	
6/22/2023	10/31/2026	
6/21/2023	10/31/2026	
6/26/2023	10/31/2026	
6/20/2023	10/31/2026	
6/17/2023	10/31/2026	
6/19/2023	10/31/2026	
6/23/2023	06/26/2026	
6/23/2023	06/05/2026	
	Clearance Determination           6/16/2023           6/23/2023           7/03/2023           6/24/2023           6/22/2023           6/21/2023           6/26/2023           6/20/2023           6/20/2023           6/21/2023           6/21/2023           6/22/2023           6/21/2023           6/20/2023           6/20/2023           6/17/2023           6/19/2023           6/23/2023	Background Clearance Determination         Date           6/16/2023         10/31/2026           6/23/2023         10/31/2026           7/03/2023         10/31/2026           6/24/2023         10/31/2026           6/22/2023         10/31/2026           6/22/2023         10/31/2026           6/22/2023         10/31/2026           6/22/2023         10/31/2026           6/20/2023         10/31/2026           6/20/2023         10/31/2026           6/20/2023         10/31/2026           6/17/2023         10/31/2026           6/19/2023         10/31/2026           6/19/2023         10/31/2026           6/23/2023         06/26/2026

WAIVER JUSTIFICATION:

### Vendor Certification of Criminal Background Clearance, **Tuberculosis (TB) Clearance, and Credential Verification**

X D. The VENDOR and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) permitted by Ed. Code section 45125.1 et seq.

The VENDOR and its employees will NOT have any interaction with pupils outside of the immediate supervision and ¥ control of the pupil's parent or guardian or a school employee. [Ed. Code § 45125.1(a).]

x The VENDOR, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the VENDOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Ed. Code § 45125.2 (a).]

#### Check all methods to be used:

- □ 1) Installation of a physical barrier at the worksite to limit contact with students
- ☑ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
- x 3) Surveillance of employees of the VENDOR by school personnel

1 The services provided by the VENDOR and its employees are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable. [Ed. Code § 45125.1(b).]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the CHARTER SCHOOL with current and complete information along with the employee list, throughout the duration of services provided by VENDOR. by VENDOR.

Guonne Leow

Authorized Vendor Signature

Yvonne Leow

Printed Name

Title

CEO

6/26/2023 Date

## Coversheet

## Amendment to Tinker the Robot Agreement 23-24

Section:IV. Consent ItemsItem:B. Amendment to Tinker the Robot Agreement 23-24Purpose:VoteSubmitted by:VoteRelated Material:Updated 23-24 Tinker the Robot Independent Contractor Agreement.pdf



## Changes to the 23-24 Tinker the Robot Independent Contractor Agreement

- Updated Term of Agreement to "The work specified above will commence on September 11, 2023 and will be completed by June 18, 2024."
- Updated Attachment A to: "This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Bewilder ("Contractor") for the period September 11, 2023 to June 18, 2024, for Bewilder CNCA Annual Program."



## **Camino Nuevo Charter Academy** INDEPENDENT CONTRACTOR AGREEMENT

I. This Independent Contractor Agreement (hereinafter called "Agreement") is dated this **7th** day of **August**, 2023, by and between Camino Nuevo Charter Academy (hereinafter called "**CNCA**"), located at 3435 W Temple St. Los Angeles, CA 90027, and Tinker the Robot (hereinafter called "**Contractor**"), located at2438 San Gabriel Blvd., Ste. C, Rosemead, CA 91770.

II. **Description of Engineer Design Challenge/Robot Build Series**. In consideration of their mutual covenants, the parties hereto agree as follows: The Engineer Design Challenge/Robot Build Series to be provided by **Contractor** pursuant to this Agreement (Engineer Design Challenge/Robot Build Series), including details regarding the contact that **Contractor** and its assigns will have with students, are described in

#### Attachment A - Description of Engineer Design Challenge/Robot Build Series – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

**Contractor** hereby verifies that it is specially trained or experienced and competent to provide the Engineer Design Challenge/Robot Build Series required by this Agreement and acknowledges that **CNCA** has entered into this Agreement in reliance on the above verification.

III. **Term of Agreement.** The work specified above will commence on September 11, 2023 and will be completed by June 18, 2024. **CNCA** has no legal obligation to renew this Agreement and the decision to do so shall be entirely within the discretion of **CNCA**.

IV. **Billing.** In consideration of the Engineer Design Challenge/Robot Build Series provided, **Contractor** will submit invoices X monthly  $\Box$  annually  $\Box$  at completion of contract and will be paid at the rate of \$253,000 per year. The total contract amount will not exceed \$253,000. Payment is due within thirty (30) days of receipt of invoice.

V. Indemnification. Contractor agrees to defend, indemnify and hold harmless CNCA, its officers, directors, employees, agents, affiliates, owners, volunteers, successors and assigns from and against any and all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and/or damage to property sustained, or claimed to have been sustained, arising out of any act or omission by Contractor or its sub-Contractors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the Engineer Design Challenge/Robot Build Series of the Contractor, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against CNCA. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of CNCA or any of its agents or employees.

VI. **Insurance**. **Contractor** shall, at its own expense, procure and maintain at all times it performs any portion of the Engineer Design Challenge/Robot Build Series the following insurance with minimum limits equal to the amounts indicated below.

- 1) <u>Minimum Scope of Insurance</u>
  - a) *Commercial General Liability and Automobile Liability Insurance*. Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor**, **CNCA**, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Engineer Design Challenge/Robot Build Series. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
  - b) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Engineer Design Challenge/Robot Build Series. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Engineer Design Challenge/Robot Build Series under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before

any of those employee(s) commence performing any portion of the Engineer Design Challenge/Robot Build Series.

- c) *Professional Liability (Errors and Omissions) Insurance*. Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by CNCA.
- d) *Sexual Abuse & Molestation Insurance.* Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.

#### 2) Minimum Limits of Insurance

- i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$3,000,000 general aggregate.
- ii. *Automobile Liability Insurance*: \$1,000,000 combined single limit per accident for bodily injury and property damage; \$2,000,000 general aggregate.
- iii. *Workers' Compensation and Employers' Liability Insurance*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- iv. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 single limit per claim; \$2,000,000 general aggregate.
- v. *Sexual Abuse & Molestation Insurance*. \$2,000,000 per claim and in aggregate if this coverage is applicable to the Engineer Design Challenge/Robot Build Series provided.
- 3) <u>Claims-Made Forms</u>: If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 4) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by CNCA.
- 5) <u>Other Insurance Provisions</u>: The policies shall contain, or be endorsed to contain, the following provisions:
  - a) General Liability and Automobile Liability Coverages
    - i. Contractor's insurance coverage shall be primary insurance with respect to CNCA, its officers, board members, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by CNCA, its officers, board members, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
    - ii. CNCA, its officers, board members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of **Contractor**; and premises owned, leased, or used by **Contractor**. The coverage shall contain no special limitations on the scope of the protection afforded to CNCA, its officers, board members, officials, employees, agents, or volunteers.
    - iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to CNCA, its officers, board members, officials, employees, agents, and volunteers.
    - iv. Coverage shall state that **Contractor's** insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
  - b) All Coverages
    - i. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CNCA. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction of CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided that in no event will a carrier with a rating of B: IX or lower be acceptable.
- 6) Self-Insured Entities: CNCA may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Contractor agrees that it will defend and indemnify CNCA, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Contractor or any other self-insured person or entity, and that it will treat CNCA, including its officers, board members, officials, employees, agents, and volunteers as if it were covered to the same extent as Contractor or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering CNCA for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.
- <u>7) Evidence of Insurance</u>: Prior to commencing work under this Agreement, **Contractor** shall provide **CNCA** with certificates of insurance evidencing compliance with this section. On request, **Contractor** shall furnish copies of any and/or all of the required insurance policies.
- VII. Limitation of CNCA Liability. Other than as provided in this Agreement, CNCA's financial obligations under

this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall **CNCA** be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Engineer Design Challenge/Robot Build Series performed in connection with this Agreement.

VIII. **Non-Discrimination**. **Contractor** shall ensure that no person employed by, associated with, or subcontracted to **Contractor** shall, on the basis of race, color, national origin, age, ancestry, religion, sex, handicap or sexual orientation, or other basis protected by law, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity at **CNCA** and shall ensure its, and its employees' and subcontractors' compliance with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

IX. Interest of Contractor. It is understood and agreed that this Agreement is not a contract of employment between CNCA and Contractor. At all times Contractor shall be deemed to be an independent contractor and is not authorized to bind CNCA to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of CNCA. Additionally, as the Contractor is not a CNCA employee, Contractor is solely responsible for all employment-related responsibilities for its employees, including but not limited to training, fingerprinting, workers' compensation, etc..

X. Workers' Compensation. Contractor is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

XI. Occupational Safety and Health Administration (OSHA). Contractor is aware of OSHA standards and codes as set forth by the U.S. Department of Labor and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verify that all performance under this Agreement shall be in compliance therewith.

XII. **Originality of Services**. **Contractor** agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the **CNCA** and/or used in connection with this Agreement, shall be wholly original to **Contractor** and shall not be copied in whole or in part from any other source, except that submitted to **Contractor** by **CNCA** as a basis for such services.

XIII. License and Authority. Contractor warrants that it will maintain all necessary licenses, registrations, and certifications during the term of this Agreement, and that it is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses, registrations and certifications must be provided to CNCA.

XIV. **Compliance with Laws**. **Contractor** shall observe and comply with all rules and regulations of the governing board of **CNCA** and all federal, state, and local laws, ordinances and regulations. **Contractor** shall give all notices required by any law, ordinance, rule and/or regulation bearing on the performance of the Engineer Design Challenge/Robot Build Series as indicated or specified. If **Contractor** observes that the Engineer Design Challenge/Robot Build Series are at variance with any such laws, ordinances, rules or regulations, **Contractor** shall notify **CNCA** in writing, and at the sole option of **CNCA**, any necessary changes to the Engineer Design Challenge/Robot Build Series shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **Contractor's** receipt of a written termination notice from **CNCA**. If **Contractor** performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying **CNCA** of the violation, **Contractor** shall bear all costs arising therefrom.

XV. Equipment and Facilities. Contractor will provide all necessary equipment and facilities to render its Engineer Design Challenge/Robot Build Series pursuant to this Agreement, unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner. Equipment purchased under the provisions of this Agreement by CNCA is the property of CNCA and shall be used for its intended purpose during the term of this Agreement. An inventory of all equipment purchased under this Agreement shall be maintained. After the term of this Agreement, the equipment shall continue to be the property of CNCA.

XVI. Employment of Additional Workers by Contractor. Contractor may, at its own expense, employ additional workers or subcontractors as necessary for the completion of this Agreement and shall maintain workers' compensation insurance as required by state law. CNCA shall not control, direct, or supervise Contractor's additional workers or subcontractors in the performance of services. Contractor assumes full and sole responsibility

for the payment of all compensation and expenses of these additional workers or sub-contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. **Contractor** shall not hire employees of **CNCA** for performance of this Agreement unless such employment does not conflict with **CNCA's** personnel policies as determined by **CNCA**.

XVII. Assignment. Without the prior written consent of CNCA, this Agreement is not assignable by the Contractor, either in whole or in part.

XVIII. **Successors and Assigns**. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. **Governing Law**. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in County of Los Angeles, California.

XX. Withholding. CNCA shall not withhold or set aside any money on behalf of the Contractor for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. It shall be the sole responsibility of the Contractor to withhold, set aside and account for all of the above.

XXI. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CNCA, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Engineer Design Challenge/Robot Build Series covered by this Agreement. Audit(s) may be performed at any time, provided that CNCA shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

XXII. CNCA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. CNCA may evaluate Contractor in any manner which is permissible under the law. CNCA's evaluation may include, without limitation:

- 1) Requesting CNCA employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
- 2) Announced and unannounced observance of **Contractor**, **Contractor**'s employee(s), and/or subcontractor(s).

XXIII. Entire Agreement/Changes or Alterations. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

#### XXIV. Termination.

- 1) <u>For Cause</u>: **CNCA** may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - a) material violation of this Agreement by **Contractor**;
  - b) any act by Contractor exposing CNCA to liability to others for personal injury or property damage; or
  - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. If the expenses, fees, and/or costs to CNCA exceed the cost of providing the Engineer Design Challenge/Robot Build Series pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to CNCA upon the receipt of CNCA's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CNCA.
- 2) Without Cause by CNCA: CNCA may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Engineer Design Challenge/Robot Build Series satisfactorily rendered to the date of termination. Written notice by CNCA shall be sufficient to stop further performance by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - a) Upon termination, **Contractor** shall provide **CNCA** with all documents produced, maintained, or collected by **Contractor** pursuant to this Agreement, whether such documents are final or draft documents.

XXV. Waiver. No delay or omission by CNCA in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude CNCA from any or further exercise of any right or remedy.

XXVI. **Headings**. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

XXVII. **Severability**. In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

XXVIII. **Ambiguity**. The parities to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

XXIX. **Copyright**. Any written product produced as a result of this contract shall be a work for hire and shall be the property of **CNCA**.

XXX. Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of services for CNCA, including but not limited to all costs of equipment provided by Contractor, all fees, fines, licenses, bonds and/or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business. CNCA shall be responsible for no expenses incurred by Contractor in performing services for CNCA except as provided by this Agreement.

XXXI. **Privacy, Security, and Confidentiality**. If, in the course of carrying out this Agreement, **Contractor** gathers or processes personal (private) information, **Contractor** shall manage the data in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to name, telephone number, email account, address, date of birth, social security number, and student assessment data.

In addition, the Parties shall demonstrate that they have taken specific steps to ensure that data are kept secure and confidential as evidenced by, at a minimum, the following:

- 1) Every employee, volunteer or other person with access to personal information shall sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- 2) Personal data, while being transmitted electronically, shall be encrypted.
- 3) Any repository for the data shall be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.
- 4) Any security breach shall be reported to CNCA in writing within 24 hours of discovery.

XXXII. **Department of Justice (DOJ) Fingerprinting and Tuberculosis (TB) Clearance**. **Contractor** agrees to adhere to the DOJ fingerprint and criminal background investigation and TB requirements of California Education Code sections 45125.1, et seq., and 49406 and provide an affidavit that certifies that all of its employees that work at **CNCA** campuses and come into contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of **CNCA** and **CNCA** shall not reimburse for these expenses. The affidavit must list the following:

- 1) Employee name and CNCA location(s) he/she services;
- 2) Date of criminal background check clearance;
- 3) TB expiration date; and
- 4) Name of **Contractor's** DOJ custodian of records.

**Contractor's** affidavit must be submitted with high authority per its Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to **CNCA** prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. **CNCA** may request updated documentation as needed. **Contractor** must take appropriate action to remove any employee whose arrest notification poses a threat to the school population to ensure the safety of **CNCA** students.

XXXIII. **Independent Contractor Status**. **Contractor** attests that it is engaged in a separately established bona fide business and is in fact an Independent Contractor in accordance with IRS and EDD requirements. **Contractor** understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners,

or joint ventures of CNCA, and are not entitled to benefits of any kind or nature normally provided employees of CNCA and/or to which CNCA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

XXXIV. Conflict Of Interest. By signing this Agreement all parties acknowledge and assert that there is no known Conflict of Interest in the execution of this Agreement.

XXXV. Commencement of Work. Contractor is not authorized and will not commence any work of this Agreement and CNCA will not assume legal, financial or any other obligation for work performed prior to the issuance of an authorizing purchase orders with reference to this Agreement.

#### This Agreement, including attachments, constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties.

#### Attachments:

□ Attachment A - Independent Contractor Agreement Description of Engineer Design Challenge/Robot **Build Series** 

□ Attachment B - Fingerprint Affidavit

□ Attachment C - IRS form W9

□ Attachment D - DE542 EDD Report of Independent Contractor

□ Attachment E - Contractor Evidence of Insurance

□ Attachment F - Copies of all applicable licenses, registrations and certifications

#### **CONTRACTOR** (Corporation X Yes $\Box$ No):

Contractor / Agency Name:	Tinker the Robot	
Address:	2438 San Gabriel Blvd, Suite C	
	Rosemead, CA 91770	
Contractor's Contact Person:	Kay Yang	
Title:	Tinkerer	
<b>Telephone:</b> 626-780-8117 e-	mail: Kay@Tinker	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **CAMINO NUEVO CHARTER ACADEMY**

**Bv** Chief Executive Officer / Designee:

Signature: \_\_\_\_\_

\_ Date: \_\_\_\_\_



#### **Camino Nuevo Charter Academy** INDEPENDENT CONTRACTOR AGREEMENT Attachment A

This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Tinker the Robot ("Contractor") for the period Septmeber 11, 2023 to June 18, 2024, for CNCA Engineer Design Challenge/Robot Build Series.

Indicated below is the specific description of the Engineer Design Challenge/Robot Build Series including, but not limited to, essential details of the scope of work, site/locations, milestones and timelines, materials, reports, products, (including details regarding the contact that **Contractor** and its assigns will have with students) to be provided:

# DETAILED DESCRIPTION OF Engineer Design Challenge/Robot Build Series TO BE PROVIDED:

Attached.

Page 7 of 7



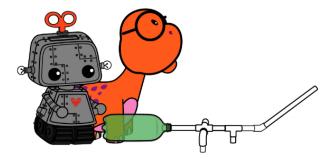
### Camino Nuevo Charter Academy 2023-2024 Academic Year After School Program

Description	Estimated Cost
Engineering Design Challenge In-Person Program - K to 5	\$400/hr
Program Breakdown	Fall
- Fall & Spring Program - 28 Weeks - <u>Calendar</u>	3:30-4:20 pm - 12 Sessions
- 224 Sessions - 4 Campuses - Castellanos, Kayne Siart, Burlington, Cisneros	4:30-5:20 pm - 12 Sessions
- Session meets once a week	96 Total Sessions
- 20 to 25 Students (aka Tinkerers) each Session	
	Spring
Program Description	3:30-4:20 pm - 16 Sessions
- Tinker the Robot Instructor facilitated Sessions	4:30-5:20 pm - 16 Sessions
- Tinkerers are introduced to one branch of Engineering each Session	128 Total Sessions
- Tinkerers will have hands-on sessions where they build	
- Tinkerers will take their build home each session	224 Total Sessions @\$400/hr
- All materials included	
	Total - \$89,600.00
Grade Levels -	
- Session 1: K-2 - M to Th - 3:30-4:20 pm	
- Session 2: 3-5 - M to Th - 4:30-5:20 pm	
Robot Build Series In-Person Program - 6 to 8	\$650/hr
Program Breakdown	Fall
- Fall & Spring Program - 28 Weeks - <u>Calendar</u>	3:30-5:30 pm - 12 Sessions
- 112 Sessions - 4 Campuses - Eisner, Kayne Siart, Burlington, Cisneros	48 Total Sessions
- Session meets once a week	
- 10 to 15 Students (aka Tinkerers) each Session	Spring
, ,	3:30-5:30 pm - 16 Sessions
Program Description	64 Total Sessions
- Tinker the Robot Instructor facilitated Sessions	
- Tinkerers are introduced to Robotics through 4 branches of Engineering	112 Total Sessions
- Tinkerers will have hands-on sessions where they build	196 Session Hours @\$650/hr
- All materials included	
	Total - \$127,400.00
Grade Levels -	
- Session: 6-8 - M to Th - 3:30-5:30 pm	



### Camino Nuevo Charter Academy 2023-2024 Academic Year After School Program

Description	Estimated Cost
Parent/Teacher Conference - Family Night	\$400/hr
Program Breakdown	Q2-November- 11/ 1-11/3
- Family Design Challenge during Parent/Teacher Conference	Q3-January- 1/24-1/26
- 90 Sessions	Q4-April- 4/17-4/19
- 5 Campuses - Eisner, Kayne Siart, Burlington, Cisneros, Castellanos	Schedule Link
- Program - 6 Session Hours at each site per Quarter	
- 25 Families each Session	90 Total Sessions
	90 Session Hours @\$400/hr
Program Description	
- Mini-Sessions & Take Home Kit Includes	Total - \$36,000.00
- Tinker the Robot Instructor facilitated hands-on mini-build	
- Take home Kit will Include	Note: Each Session includes
- Supplies to continue modifying their build	Supplies for 25 Families, if
- Lab Notebook with Engineering Career Resources, Concept Discussion	more are needed Kits are
- Collaborate with Camino Nuevo to create a Community to share builds &	\$15.00 each
modifications	
- All materials included	
TOTAL	\$253,000.00



Tinker the Robot 2438 San Gabriel Blvd, Suite C Rosemead, CA 91770 626.780.8117

### Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(I)

With respect to the Agreement/Contract (Number	) between
· · · · ·	("CHARTER SCHOOL") and the individual, company, or contractor
	("VENDOR") for provision of services.

#### PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

#### CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- A. The VENDOR hereby certifies to the CHARTER SCHOOL's Governing Board that it has completed the criminal background check requirements of California Education Code (Ed. Code) section 45125.1, that it has determined that none of its employees that may come into contact with CHARTER SCHOOL students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the VENDOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- B. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Ed. Code section 49406. VENDOR requires all new employees to provide VENDOR with certificate of tuberculosis clearance dated within the 60 days prior to initial employment. VENDOR maintains current TB clearances for all such employees.
- C. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all VENDOR employees whose assignment at the CHARTER SCHOOL requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Ed. Code section 47605(I).

List below, or attach, the <u>name and other information for each vendor employee</u> for whom VENDOR has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	07/23/2020	07/23/2024	MSTC 07/01/2020

#### WAIVER JUSTIFICATION:

- D. The VENDOR and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) permitted by Ed. Code section 45125.1 et seq.
  - □ The VENDOR and its employees will NOT have any interaction with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. [Ed. Code § 45125.1(a).]
  - □ The VENDOR, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the VENDOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Ed. Code § 45125.2 (a).]

#### Check all methods to be used:

- □ 1) Installation of a physical barrier at the worksite to limit contact with students
- □ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
- □ 3) Surveillance of employees of the VENDOR by school personnel
- The services provided by the VENDOR and its employees are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable. [Ed. Code § 45125.1(b).]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the CHARTER SCHOOL with current and complete information along with the employee list, throughout the duration of services provided by VENDOR.

Authorized Vendor Signature

Printed Name

Title

Date

Form <b>W-9</b>		
(Rev. October 2018)		
Department of the Treasury Internal Revenue Service		

### **Request for Taxpayer** Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

	he Letter K Corp				
	2 Business name/disregarded entity name, if different from above				
on page 3.	Finker the Robot				
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	Trust/estate	Exempt payee code (if any)		
type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	hip) ▶			
P S	Note: Check the appropriate box in the line above for the tax classification of the single-member ow		Exemption from FATCA reporting		
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a singl is disregarded from the owner should check the appropriate box for the tax classification of its owner	code (if any)			
eci	☐ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)		
sp			nd address (optional)		
See					
0)	6 City, state, and ZIP code				
	Rosemead, CA 91770				
	7 List account number(s) here (optional)				
Par	t I Taxpayer Identification Number (TIN)				
Inter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	id Social sec	urity number		
backu eside	p withholding. For individuals, this is generally your social security number (SSN). However, for ant alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	ra			
TN, la	ater.	or			
lote:	If the account is in more than one name, see the instructions for line 1. Also see What Name a	nd Employer	identification number		

Number To Give the Requester for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

July 27, 2023 Date 🕨

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- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE	<b>OF LIABILITY</b>	INSURANC
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DATE (MM/DD/YYYY)

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CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORCED BY THE POLICIBE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy, certain policies may require an endorsement. A statement or this certificate des not conferring rights to the certificate holder in low of the foreignment(s). MANUEL SUBJECT NEW YORK AND	ACORD C	ER			BILLI Y INS	URANC	E	7/	14/2023
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Mandatory in NH)       If use, describe under         If yes, describe under       EL. DISEASE - EA EMPLOYEE \$ 1,000,000         IF yes, describe under       EL. DISEASE - POLICY LIMIT       \$ 1,000,000         B       Abuse       Y       Y       B0621PLETT000522       8/11/2023       Limit       \$ 1,000,000         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)       Certificate holder is named additional insured with respect to the operations of the named insured. Waiver of Subrogation on General Liability and Worker Compensation applies in favor of certificate holder. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Endorsement to Follow.         CERTIFICATE HOLDER       CANCELLATION         Camino Nuevo Charter Academy 3435 W. Temple St, Los Angeles, CA 90026       ShOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		N/A					E.L. EACH ACCIDENT	\$ 1,000	),000
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Camino Nuevo Charter Academy 3435 W. Temple St, Los Angeles, CA 90026	CERTIFICATE HOLDER				CANCELLATION				
© 1988-2015 ACORD CORPORATION All rights reserve	3435 W. Temple St,	ader	ny		THE EXPIRATIO ACCORDANCE W	N DATE TH ITH THE POLIC	EREOF, NOTICE WILL		
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## Coversheet

## Amendment to Stem to the Future Agreement 23-24

Section:IV. Consent ItemsItem:C. Amendment to Stem to the Future Agreement 23-24Purpose:VoteSubmitted by:VoteRelated Material:Updated 23-24 Stem to the Future Independent Contractor Agreement.pdf



## Changes to the 23-24 Stem to the Future Independent Contractor Agreement

- Updated Term of Agreement to: "The work specified above will commence on September 11, 2023 and will be completed by June 18, 2024."
- Updated Billing to: "In consideration of the Planting the Seed Class provided, Contractor will submit invoices September 11, 2023 and January 11, 2024 and will be paid at the rate of \$56,400 per year. The total contract amount will not exceed \$56, 400. Payment is due within thirty (30) days of receipt of invoice."
- Updated Attachment A to: "This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Bewilder ("Contractor") for the period September 11, 2023 to June 18, 2024, for Bewilder CNCA Annual Program."



## **Camino Nuevo Charter Academy** INDEPENDENT CONTRACTOR AGREEMENT

I. This Independent Contractor Agreement (hereinafter called "Agreement") is dated this **7th** day of **August**, 2023, by and between Camino Nuevo Charter Academy (hereinafter called "**CNCA**"), located at 3435 W Temple St. Los Angeles, CA 90027, and Stem to the Future (hereinafter called "**Contractor**"), located at 1510 W 36th St #1 Los Angeles, CA 90018.

II. **Description of Planting the Seed Class**. In consideration of their mutual covenants, the parties hereto agree as follows: The Planting the Seed Class to be provided by **Contractor** pursuant to this Agreement (Planting the Seed Class), including details regarding the contact that **Contractor** and its assigns will have with students, are described in

## Attachment A - Description of Planting the Seed Class – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

**Contractor** hereby verifies that it is specially trained or experienced and competent to provide the Planting the Seed Class required by this Agreement and acknowledges that **CNCA** has entered into this Agreement in reliance on the above verification.

III. **Term of Agreement.** The work specified above will commence on September 11, 2023 and will be completed by June 18, 2024. **CNCA** has no legal obligation to renew this Agreement and the decision to do so shall be entirely within the discretion of **CNCA**.

IV. **Billing.** In consideration of the Planting the Seed Class provided, **Contractor** will submit invoices September 11, 2023 and January 11, 2024 and will be paid at the rate of \$56,400 per year. The total contract amount will not exceed \$56,400. Payment is due within thirty (30) days of receipt of invoice.

V. Indemnification. Contractor agrees to defend, indemnify and hold harmless CNCA, its officers, directors, employees, agents, affiliates, owners, volunteers, successors and assigns from and against any and all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and/or damage to property sustained, or claimed to have been sustained, arising out of any act or omission by Contractor or its sub-Contractors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the Planting the Seed Class of the Contractor, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against CNCA. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of CNCA or any of its agents or employees.

VI. **Insurance**. **Contractor** shall, at its own expense, procure and maintain at all times it performs any portion of the Planting the Seed Class the following insurance with minimum limits equal to the amounts indicated below.

1) <u>Minimum Scope of Insurance</u>

- a) *Commercial General Liability and Automobile Liability Insurance.* Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor**, **CNCA**, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Planting the Seed Class. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
- b) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Planting the Seed Class. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Planting the Seed Class under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Planting the Seed Class.

- c) *Professional Liability (Errors and Omissions) Insurance*. Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by CNCA.
- d) *Sexual Abuse & Molestation Insurance*. Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.

2) Minimum Limits of Insurance

- i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$3,000,000 general aggregate.
- ii. *Automobile Liability Insurance*: \$1,000,000 combined single limit per accident for bodily injury and property damage; \$2,000,000 general aggregate.
- iii. *Workers' Compensation and Employers' Liability Insurance*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- iv. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 single limit per claim; \$2,000,000 general aggregate.
- v. Sexual Abuse & Molestation Insurance. \$2,000,000 per claim and in aggregate if this coverage is applicable to the Planting the Seed Class provided.
- <u>Claims-Made Forms</u>: If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 4) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by **CNCA**.
- 5) Other Insurance Provisions: The policies shall contain, or be endorsed to contain, the following provisions:
  - *a) General Liability and Automobile Liability Coverages* 
    - i. **Contractor's** insurance coverage shall be primary insurance with respect to **CNCA**, its officers, board members, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by **CNCA**, its officers, board members, officials, employees, or volunteers shall be in excess of **Contractor's** insurance and shall not contribute to it.
    - ii. CNCA, its officers, board members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of **Contractor**; and premises owned, leased, or used by **Contractor**. The coverage shall contain no special limitations on the scope of the protection afforded to CNCA, its officers, board members, officials, employees, agents, or volunteers.
    - iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to CNCA, its officers, board members, officials, employees, agents, and volunteers.
    - iv. Coverage shall state that **Contractor's** insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
  - b) All Coverages
    - i. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CNCA. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction of CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided that in no event will a carrier with a rating of B: IX or lower be acceptable.
- 6) Self-Insured Entities: CNCA may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Contractor agrees that it will defend and indemnify CNCA, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Contractor or any other self-insured person or entity, and that it will treat CNCA, including its officers, board members, officials, employees, agents, and volunteers as if it were covered to the same extent as Contractor or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering CNCA for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.
- 7) Evidence of Insurance: Prior to commencing work under this Agreement, **Contractor** shall provide **CNCA** with certificates of insurance evidencing compliance with this section. On request, **Contractor** shall furnish copies of any and/or all of the required insurance policies.

VII. Limitation of CNCA Liability. Other than as provided in this Agreement, CNCA's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CNCA be liable, regardless of whether any claim is based

on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Planting the Seed Class performed in connection with this Agreement.

VIII. **Non-Discrimination**. **Contractor** shall ensure that no person employed by, associated with, or subcontracted to **Contractor** shall, on the basis of race, color, national origin, age, ancestry, religion, sex, handicap or sexual orientation, or other basis protected by law, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity at **CNCA** and shall ensure its, and its employees' and subcontractors' compliance with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

IX. Interest of Contractor. It is understood and agreed that this Agreement is not a contract of employment between CNCA and Contractor. At all times Contractor shall be deemed to be an independent contractor and is not authorized to bind CNCA to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of CNCA. Additionally, as the Contractor is not a CNCA employee, Contractor is solely responsible for all employment-related responsibilities for its employees, including but not limited to training, fingerprinting, workers' compensation, etc..

X. Workers' Compensation. Contractor is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

XI. **Occupational Safety and Health Administration (OSHA)**. **Contractor** is aware of OSHA standards and codes as set forth by the U.S. Department of Labor and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verify that all performance under this Agreement shall be in compliance therewith.

XII. **Originality of Services**. **Contractor** agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the **CNCA** and/or used in connection with this Agreement, shall be wholly original to **Contractor** and shall not be copied in whole or in part from any other source, except that submitted to **Contractor** by **CNCA** as a basis for such services.

XIII. License and Authority. Contractor warrants that it will maintain all necessary licenses, registrations, and certifications during the term of this Agreement, and that it is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses, registrations and certifications must be provided to CNCA.

XIV. **Compliance with Laws**. **Contractor** shall observe and comply with all rules and regulations of the governing board of **CNCA** and all federal, state, and local laws, ordinances and regulations. **Contractor** shall give all notices required by any law, ordinance, rule and/or regulation bearing on the performance of the Planting the Seed Class as indicated or specified. If **Contractor** observes that the Planting the Seed Class is at variance with any such laws, ordinances, rules or regulations, **Contractor** shall notify **CNCA** in writing, and at the sole option of **CNCA**, any necessary changes to the Planting the Seed Class shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **Contractor's** receipt of a written termination notice from **CNCA**. If **Contractor** performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying **CNCA** of the violation, **Contractor** shall be arall costs arising therefrom.

XV. Equipment and Facilities. Contractor will provide all necessary equipment and facilities to render its Planting the Seed Class pursuant to this Agreement, unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner. Equipment purchased under the provisions of this Agreement by CNCA is the property of CNCA and shall be used for its intended purpose during the term of this Agreement. An inventory of all equipment purchased under this Agreement shall be maintained. After the term of this Agreement, the equipment shall continue to be the property of CNCA.

XVI. Employment of Additional Workers by Contractor. Contractor may, at its own expense, employ additional workers or subcontractors as necessary for the completion of this Agreement and shall maintain workers' compensation insurance as required by state law. CNCA shall not control, direct, or supervise Contractor's additional workers or subcontractors in the performance of services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or sub-contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable

withholdings. **Contractor** shall not hire employees of **CNCA** for performance of this Agreement unless such employment does not conflict with **CNCA's** personnel policies as determined by **CNCA**.

XVII. Assignment. Without the prior written consent of CNCA, this Agreement is not assignable by the Contractor, either in whole or in part.

XVIII. **Successors and Assigns**. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. **Governing Law**. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in County of Los Angeles, California.

XX. Withholding. CNCA shall not withhold or set aside any money on behalf of the Contractor for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. It shall be the sole responsibility of the Contractor to withhold, set aside and account for all of the above.

XXI. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CNCA, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Planting the Seed Class covered by this Agreement. Audit(s) may be performed at any time, provided that CNCA shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

XXII. CNCA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. CNCA may evaluate Contractor in any manner which is permissible under the law. CNCA's evaluation may include, without limitation:

- 1) Requesting CNCA employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
- 2) Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

XXIII. Entire Agreement/Changes or Alterations. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

#### XXIV. Termination.

- 1) <u>For Cause</u>: **CNCA** may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - a) material violation of this Agreement by Contractor;
  - b) any act by Contractor exposing CNCA to liability to others for personal injury or property damage; or
  - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. If the expenses, fees, and/or costs to CNCA exceed the cost of providing the Planting the Seed Class pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to CNCA upon the receipt of CNCA's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CNCA.
- 2) <u>Without Cause by CNCA</u>: CNCA may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Planting the Seed Class satisfactorily rendered to the date of termination. Written notice by CNCA shall be sufficient to stop further performance by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - a) Upon termination, **Contractor** shall provide **CNCA** with all documents produced, maintained, or collected by **Contractor** pursuant to this Agreement, whether such documents are final or draft documents.

XXV. Waiver. No delay or omission by CNCA in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude CNCA from any or further exercise of any right or remedy.

XXVI. **Headings**. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

XXVII. Severability. In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

XXVIII. **Ambiguity**. The parities to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

XXIX. **Copyright**. Any written product produced as a result of this contract shall be a work for hire and shall be the property of **CNCA**.

XXX. Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of services for CNCA, including but not limited to all costs of equipment provided by Contractor, all fees, fines, licenses, bonds and/or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business. CNCA shall be responsible for no expenses incurred by Contractor in performing services for CNCA except as provided by this Agreement.

XXXI. **Privacy, Security, and Confidentiality**. If, in the course of carrying out this Agreement, **Contractor** gathers or processes personal (private) information, **Contractor** shall manage the data in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to name, telephone number, email account, address, date of birth, social security number, and student assessment data.

In addition, the Parties shall demonstrate that they have taken specific steps to ensure that data are kept secure and confidential as evidenced by, at a minimum, the following:

- 1) Every employee, volunteer or other person with access to personal information shall sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- 2) Personal data, while being transmitted electronically, shall be encrypted.
- 3) Any repository for the data shall be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.
- 4) Any security breach shall be reported to CNCA in writing within 24 hours of discovery.

XXXII. **Department of Justice (DOJ) Fingerprinting and Tuberculosis (TB) Clearance**. **Contractor** agrees to adhere to the DOJ fingerprint and criminal background investigation and TB requirements of California Education Code sections 45125.1, et seq., and 49406 and provide an affidavit that certifies that all of its employees that work at **CNCA** campuses and come into contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of **CNCA** and **CNCA** shall not reimburse for these expenses. The affidavit must list the following:

- 1) Employee name and CNCA location(s) he/she services;
- 2) Date of criminal background check clearance;
- 3) TB expiration date; and
- 4) Name of Contractor's DOJ custodian of records.

**Contractor's** affidavit must be submitted with high authority per its Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to **CNCA** prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. **CNCA** may request updated documentation as needed. **Contractor** must take appropriate action to remove any employee whose arrest notification poses a threat to the school population to ensure the safety of **CNCA** students.

XXXIII. **Independent Contractor Status**. **Contractor** attests that it is engaged in a separately established bona fide business and is in fact an Independent Contractor in accordance with IRS and EDD requirements. **Contractor** understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of **CNCA**, and are not entitled to benefits of any kind or nature normally provided employees of **CNCA** and/or to which **CNCA's** employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

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XXXIV. Conflict Of Interest. By signing this Agreement all parties acknowledge and assert that there is no known Conflict of Interest in the execution of this Agreement.

XXXV. Commencement of Work. Contractor is not authorized and will not commence any work of this Agreement and CNCA will not assume legal, financial or any other obligation for work performed prior to the issuance of an authorizing purchase orders with reference to this Agreement.

#### This Agreement, including attachments, constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties.

Attachments:

□ Attachment A - Independent Contractor Agreement Description of Planting the Seed Class

□ Attachment B - Fingerprint Affidavit

 $\Box$  Attachment C - IRS form W9

□ Attachment D - DE542 EDD Report of Independent Contractor

Attachment E - Contractor Evidence of Insurance

□ Attachment F - Copies of all applicable licenses, registrations and certifications

#### **CONTRACTOR (Corporation** $\Box$ Yes X No):

Contractor / Agency Name:	Stem to the Future
Address:	1510 W. 36th Street Suite 1
	Los Angeles, CA 90018
Contractor's Contact Person:	Jacob Adams
Title:	Founder, Executive Director
Telephone:	e-mail: jacob@stemtothefuture.org

Signature: Date:

#### **CAMINO NUEVO CHARTER ACADEMY**

By Chief Executive Officer / Designee:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



#### **Camino Nuevo Charter Academy** INDEPENDENT CONTRACTOR AGREEMENT Attachment A

This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Stem to the Future ("Contractor") for the period September 11, 2023 to June 18, 2024, for CNCA Planting the Seed Class.

Indicated below is the specific description of the Planting the Seed Class including, but not limited to, essential details of the scope of work, site/locations, milestones and timelines, materials, reports, products, (including details regarding the contact that **Contractor** and its assigns will have with students) to be provided:

**DETAILED DESCRIPTION OF Planting the Seed Class TO BE PROVIDED:** Attached.

Page 7 of 7







## Program Quote FY2023

To: Camino Nuevo Charter Academy Los Angeles	Total Cost: \$56,400	Contract Date: July 28, 2023	Start Date: Sept 11, 2023	End Date: June 2024
Contact: Jacob Adams Founder, Executive Director jacob@stemtothefuture.org				
Thomas Figueroa Director of Partnerships thomas@stemtothefuture.org				

## **Description of Services**

### **Program Description**

STEM TO THE FUTURE (STTF) will support Camino Nuevo Charter Academy (PARTNER) by providing after-school STEAM (science, technology, engineering, art, and math) programming for students in grades 3rd-5th. STTF will support PARTNER by using an engaging hands-on curriculum created by the STTF team. Students will complete grade level appropriate units that expose them to a variety of STEAM skills related to health justice while also learning how they can use these tools to uplift their communities.

**Implementation Fees:** STTF will provide 1 staff member to implement weekly STEAM based programming for up to 15 students in grades 3rd-5th once a week at four PARTNER sites: Camino Burlington, Camino Kayne Siart, Camino Cisneros, and Camino Castellanos. Each site will receive instruction for up to 90 minutes each week totalling 32 sessions per site. Additionally, students will participate in 2 community engagement events during Parent/Teacher conference in which students share projects they're working on in class to get feedback and learn about their community. The program will end with a showcase of learning where students present their final projects and share what they've learned over the course of the program. STTF will provide additional staff and materials for community engagement

events and end of year student showcase to actively engage families and community members in attendance.

#### **Example: 32 Week Programming**

#### After 8 weeks,

- Students learn the foundations of a STEAM skill by creating projects centered on identity and diversity. Students demonstrate their knowledge of covered material by completing a presentation to their peers.
- STTF hosts a back to school family engagement night for students to gain exposure to new STEAM skills that are not enrolled in STTF classes.

#### After 16 weeks,

- Students gain exposure to new STEAM skills while creating projects focused on activism and social change.
- Students identify community assets and unmet needs within their school or local community. Students brainstorm ideas to address a need identified.

#### After 24 sessions,

- Students begin creating project drafts and/or prototypes addressing a need collectively identified.
- Students lead a family engagement workshop with families and community members to spread awareness about the identified need and solicit feedback on their prototypes.

#### After 32 sessions,

- Students build upon and refine their projects based on community input.
- Students plan and lead a workshop that showcases what they've learned and created during the program.

Product Planting the Seed Class Fee	Unit Price \$300	# of Weeks 32	# Per Week 4	Subtotal \$38,400
Family Engagement Nights	\$1500	2	8	\$12,000
Showcase of Learning	\$1500	1	4	\$6,000

## Pricing

Total Cost \$56,400

## Invoice Schedule

Payment for the services provided by STTF will be billed twice in the total of \$28,200. The invoice will be delivered to the PARTNER on:

- Sept 11, 2023
- Jan 11, 2023

Payment by PARTNER will be due 30 days after invoice delivery.

## Guidelines

#### TERM OF AGREEMENT:

The term of this Agreement shall commence as of the date of execution of this Agreement and shall terminate on July 1, 2024. Renewal of this Agreement requires mutual and written agreement of the parties.

#### EXCUSABLE DELAYS:

STTF will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of governmental officials or agencies, or any other cause beyond the control of STTF. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate. This may include a rescheduling of a training date to a later period in agreement between parties involved.

## Agreement

THIS AGREEMENT is between STEM to the Future, a Los Angeles non-profit organization ,located at 1510 W 36th St #1 Los Angeles, CA 90018 and the undersigned

	("ORG"), located at	as o	of
ORG:		Date:	
STTF:		Date:	
ORG:		Date:	
STTF:		Date:	

### Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

In accordance with California fingerprint and criminal background clearance, TB risk assessment/clearance requirements, and credentialing requirements per Education Code sections 45125.1 et seq., 49406, and 47605(I)

With respect to the Agreement/Contract (Number	) between
· · · · · · · · · · · · · · · · · · ·	("CHARTER SCHOOL") and the individual, company, or contractor
	("VENDOR") for provision of services.

#### PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

#### CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- A. The VENDOR hereby certifies to the CHARTER SCHOOL's Governing Board that it has completed the criminal background check requirements of California Education Code (Ed. Code) section 45125.1, that it has determined that none of its employees that may come into contact with CHARTER SCHOOL students has been convicted of a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section 1192.7(c), and that the VENDOR requests and receives subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
- B. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis as required in Ed. Code section 49406. VENDOR requires all new employees to provide VENDOR with certificate of tuberculosis clearance dated within the 60 days prior to initial employment. VENDOR maintains current TB clearances for all such employees.
- C. The VENDOR hereby certifies to the CHARTER SCHOOL Governing Board that it has required and verified that all VENDOR employees whose assignment at the CHARTER SCHOOL requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Ed. Code section 47605(I).

List below, or attach, the <u>name and other information for each vendor employee</u> for whom VENDOR has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	07/23/2020	07/23/2024	MSTC 07/01/2020

#### WAIVER JUSTIFICATION:

- D. The VENDOR and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) permitted by Ed. Code section 45125.1 et seq.
  - □ The VENDOR and its employees will NOT have any interaction with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. [Ed. Code § 45125.1(a).]
  - □ The VENDOR, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the VENDOR may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods: [Ed. Code § 45125.2 (a).]

#### Check all methods to be used:

- □ 1) Installation of a physical barrier at the worksite to limit contact with students
- □ 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
- □ 3) Surveillance of employees of the VENDOR by school personnel
- □ The services provided by the VENDOR and its employees are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable. [Ed. Code § 45125.1(b).]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the CHARTER SCHOOL with current and complete information along with the employee list, throughout the duration of services provided by VENDOR.

Thomas Figueroa

Authorized Vendor Signature

Printed Name

Title

Date

#### Form **W–9** (Rev. October 2018) Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2       Business name/disregarded entity name, if different from above         3       Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.       4       Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):         Individual/sole proprietor or single-member LLC       C Corporation       S Corporation, S=S corporation, P=Partnership) ▶       Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):         Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶       Exemption from FATCA reporting code (if any)         Note: Check the appropriate box in the line above for the tax classification of the single-member owner. On ont check the appropriate box in the line above for the tax classification of its owner.       Exemption from FATCA reporting code (if any)         Individual/sole from the owner should check the appropriate box for the tax classification of its owner.       O ther (see instructions) ▶         S Address (number, street, and apt. or suite no.) See instructions.       Requester's name and address (optional)         6       City, state, and ZIP code				
<ul><li>7 List account number(s) here (optional)</li></ul>				
Part I Taxpayer Identification Number (TIN)				

resident allen, sole proprietor, or disregarded entity, see the instructions for Part 1, later. For other	
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	L
TIN, later.	C
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Γ

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

			. /		
Sign Here	Signature of U.S. person ►	K	le	ł	7 A.
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### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

#### Date ► 9/17/2021

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

Employer identification number

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

#### Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

An estate (other than a foreign estate); or

A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

 Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities

#### 5-A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

12-A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

#### Form W-9 (Rev. 10-2018)

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov.* You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft. The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/ldentityTheft* to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

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DATE (MM/DD/YYYY)	

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
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CERTIFICATE HOLDER	CANCELLATION
STEM to The Future 1510 W 36 St. Suite 1 Los Angeles, CA 90018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
LUS Allycies, CA 50010	AUTHORIZED REPRESENTATIVE
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# Coversheet

## Amendment to Sunny Strategies Inc Contract

 Section:
 IV. Consent Items

 Item:
 D. Amendment to Sunny Strategies Inc Contract

 Purpose:
 Vote

 Submitted by:
 Kelated Material:

 Sunny Strategies Amendment Coverpage.pdf
 Sunny Strategies Amendment February 2024.pdf

 CNCA Independent Contractor Agreement - SunnyStrategiesInc- FINAL\_Board Approved.pdf



## Changes to the 23-24 Sunny Strategies, LLC. Contract

• Added an Amendment, increasing the scope of work and monetary commitment in order to include elements of the CTC Building Capacity Grant work scope



#### AMENDMENT

The previously signed contract between Camino Nuevo Charter Academy and Sunny Strategies, LLC., approved by the CNCA Board of Directors and signed by the relevant parties in January of 2024, is being amended to reflect an increased scope of work, and therefore increased monetary value. Sunny Strategies LLC. will be paid an additional flat rate of \$36,000 for work related to the Avance Building Capacity Grant. The amount will be added to the balance of the previously agreed upon contracted amount of \$110,000 and will be added to monthly invoices between the months of February and June.

This additional scope of work includes:

#### **Objectives**

The objectives for these services are:

- Engage and enlist stakeholders to ensure the building of the SPED & BCLAD pathways are aligned with CNCA's vision for SPED/BCLAD educator development and adapted to Avance Residency's program model
  - Develop and facilitate Winter and Spring Partner Convenings to engage partners to provide input, feedback, and engagement into the program design of the SPED & BCLAD pathways
  - Develop and facilitate Mentor PDs to build capacity in SPED and BCLAD mentor teachers (specific to these content areas)
- Support the Director of Educator Development in their stakeholder/partner engagement, provide feedback and support in program design adaptations/codifications adhere to Avance Residency's Selection processes/rubrics and High-Priority Resident Practices
- Ensure alignment and codification of Resident recruitment and experience for SPED and BCLAD pathways in partnership with LMU
- Ensure alignment and codification of Mentor Development for SPED and BCLAD pathways in partnership with LMU

#### **Deliverables**

- (1) Resident High priority resident practices
- (2) Resident learning structure and support alignment (in partnership with LMU)
- (3) Resident Learning Scope & Sequences
- (4) Mentor Learning Scope & Sequence
- (5) Winter and Spring convenings of Partner and Stakeholder Engagement
- (6) Resident Financial Package
- (7) Codified/adapted selection process for residents and mentors
- (8) Building Capacity Mentor Professional Development (design & facilitation)

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement and acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

### CAMINO NUEVO CHARTER ACADEMY

Dated: \_\_\_\_\_

Rachel Hazlehurst Chief Academic Officer

CONSULTANT

Dated: \_\_\_\_\_

Sun Mi "Sunny" Min Sunny Strategies LLC





#### CAMINO NUEVO CHARTER ACADEMY INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Consulting Agreement ("Agreement") is entered into by and between **Sunny Strategies Inc** ("Consultant") and **Camino Nuevo Charter Academy** ("CNCA"), collectively referred to herein as the "Parties."

## RECITALS

WHEREAS, CNCA is a California non-profit public benefit corporation that provides public educational programs, and in particular, operates public charter schools in historically underserved areas of Central Los Angeles;

WHEREAS, Consultant, a California corporation, is engaged in the businesses of providing experienced and qualified professional services concerning curriculum development and specifically dual language instruction; and

WHEREAS, CNCA desires to retain Consultant as an independent contractor for the purpose of providing the Consulting Services described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the Parties agree as follows:

## AGREEMENT

1. <u>Contracted Services</u>. Consultant is hereby engaged by CNCA to perform the consulting services specified in **Attachment A**, which is incorporated by reference ("Consulting Services"), consistent with the terms and conditions contained herein. Consultant shall determine the method, details and means of performing the Consulting Services. Consultant shall supply at her own expense all tools, materials and equipment required to perform the Services under this Agreement. Consultant assumes full responsibility for the performance of the Consulting Services provided for under the terms of this Agreement. CNCA does not guarantee any minimum amount of work by this Agreement. Consultant shall not have authority to enter into any contracts on CNCA's behalf, unless expressly authorized to do so in writing by CNCA's CEO.

2. Independent Contractor. It is expressly understood between the Parties that Consultant is an independent contractor and not an employee of CNCA. Consultant shall perform the Consulting Services under the general direction of CNCA, but Consultant shall determine, in Consultant's sole discretion reasonably exercised, the manner and means by which the Consultant shall determine. Consultant will maintain its own place of business separate and apart from CNCA. Consultant is free to work with other companies and individuals provided such work does not create a conflict of interest or adversely impact Contractor's ability to perform the Consulting Services. Consultant is responsible for Consultant's own expenses and costs of doing business. Consultant is not and shall not hold itself out to be an agent or employee of CNCA, and has no authority to bind CNCA by contract or otherwise. CNCA shall have the right to assign, approve or disapprove services provided by Consultant and shall have the right to set deadlines for the completion of services provided under this Agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee between the Parties.

2.1 <u>Consultant's Obligation to Pay Taxes</u>. All compensation called for under this Agreement shall be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099 at year end. As an independent contractor, Consultant agrees that he/she will be responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Consultant shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Consultant is an employee subject to withholding and social security contributions, Consultant





acknowledges consistent with this Agreement that all payments due to Consultant upder this Agreement are gross payments, and the Consultant is solely responsible for all income taxes, social security payments, or other applicable deductions thereon.

2.2 <u>Benefits and Credentials</u>. As an independent contractor, Consultant is not entitled to the rights or benefits that may be afforded to an employee including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Consultant is solely responsible for providing at Consultant's own expense, and at Consultant's discretion, disability, unemployment, workers' compensation and other insurance for Consultant and for Consultant's employees and subcontractors. Consultant shall further maintain at Consultant's own expense any permits, credentials, certifications and/or licenses and shall provide any trainings necessary for Consultant to perform the Consulting Services under this Agreement.

3. <u>Term and Termination</u>. This Agreement shall be effective from **July 1, 2023** through **June 30, 2024**, unless terminated earlier by either party or extended by mutual agreement of the Parties. CNCA or Consultant may terminate this Agreement at any time and for any reason upon ten (10) days advance written notice Following notice of termination, Consultant shall cease performing work under this Agreement unless otherwise directed in writing by CNCA. This Agreement automatically terminates, without notice and effective immediately, in the event of the incapacity, death, closure, insolvency, bankruptcy, or appointment of a receiver for either party. CNCA shall pay Consultant for all necessary and approved services rendered pursuant to this Agreement up to the effective date of termination. CNCA has no obligation to pay Consultant for any services provided nor reimburse Consultant for any expenses incurred after the effective date of termination.

4. <u>Compensation</u>. CNCA shall pay Consultant a project fee of \$110,000 to be invoiced on a monthly basis. Consultant will invoice CNCA on or before the 15<sup>th</sup> of September, December, February, and June for these payments.

5. <u>Mutual Indemnity</u>. CNCA and Consultant shall defend, indemnify and hold harmless the other, including their respective officers, directors, employees, representatives, agents, successors and assigns from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs that such entities or persons may incur with regard to performance of this Agreement, except those that arise out of or relate to: (a) the party's own negligence, recklessness or willful misconduct in performing any of its obligations under this Agreement; and (b) the party's own material breach of any of its representations, warranties, covenants or agreements under this Agreement. The consultant further agrees to waive all rights of subrogation against CNCA. These indemnity, defense and hold harmless obligations survive the termination of this Agreement.

6. <u>Insurance</u>. Consultant agrees to carry insurance sufficient to cover the potential liabilities arising from the Consulting Services provided for by this Agreement, for the duration of this Agreement in Attachment B. Consultant's insurance shall constitute primary coverage for any loss or liability arising from or relating to this Agreement and any insurance held by CNCA shall constitute secondary, excess coverage.

7. <u>Professional Responsibility</u>. The Consulting Services to be rendered by Consultant require special skills which Consultant is both experienced and qualified to provide. Consultant represents that Consultant has the qualifications, skills and if applicable the certification necessary to perform the Consulting Services in a competent, professional manner, without the advice or direction of CNCA. In conformity with the terms of this Agreement, Consultant shall render all Consulting Services hereunder in accordance with Consultant's independent and professional judgment. Consultant shall perform the Consulting Services in accordance with the generally accepted practices and principles of Consultant's trade. This Agreement shall be subject to all federal, state and local laws and regulations governing the practice of Consultant's trade and the Consulting Services required. Except when otherwise expressly required by applicable laws and regulations, CNCA shall not be responsible for monitoring Consultant's compliance with any laws or regulations. If Consultant performs any Consulting Services in a manner that is contrary to laws or regulations, Consultant shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising out of or relating to such Consulting Services.

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8. <u>Work Product</u>. Any reports, documents or materials prepared by Cobseltant pursuant to this Agreement shall be the sole and exclusive property of CNCA, and as such, Consultant shall assign Consultant's entire right, title, and interest in each such invention or work of authorship to CNCA, except as excluded from any obligation to assign to CNCA as a matter of law or mutual written agreement of Consultant and CNCA. Title to and ownership of all work products and materials created by or on behalf of Consultant for CNCA or otherwise arising out of the performance of the Services hereunder, whether partial or complete (collectively referred to as the "Work"), shall be shared between Consultant and CNCA. Consultant and CNCA shall be considered the author of the Work for purposes of copyright. CNCA and Consultant agree that either Party may use descriptions of Consultant's Services in future promotional materials and client lists, and that Consultant may explicitly identify CNCA as a client of Consultant with CNCA's permission

9. Confidential Information. Consultant acknowledges that during the course of performing Consulting Services, Consultant may become privy to confidential, privileged and/or proprietary information important to CNCA. Consultant further acknowledges Consultant's continuing obligations under the Family Educational Rights and Privacy Act ("FERPA") and California Uniform Trade Secrets Act. Consultant must take all necessary and appropriate steps to protect and safeguard all proprietary, confidential and sensitive information of CNCA. Consultant shall ensure that all of Consultant's employees, agents and subcontractors agree to the requirements of this paragraph prior to receiving any Confidential Information. Consultant shall not use or disclose during or after the term of this Agreement, without the prior written consent of CNCA, any information relating to CNCA's employees, directors, agents, students or families, or any information regarding the affairs or operations of CNCA, including CNCA's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for CNCA, includes, without limitation, all of the following: education records, student lists, medical records, personnel records, information technology systems, financial and accounting information, business or marketing plans or strategies, methods of doing business, curriculum, lists, email addresses and other information concerning actual and potential students or vendors and/or any other information Consultant reasonably should know is treated as confidential by CNCA. The only allowed disclosure of Confidential Information is (i) with prior written consent of CNCA; (ii) after the information is generally available to the public other than by reason of a breach by Consultant of this agreement to maintain confidentiality; (iii) after the information has been acquired by Consultant through independent means and without a breach of Consultant's duties to CNCA under this Agreement or otherwise; or (iv) pursuant to the order of a court or other tribunal with jurisdiction if Consultant has given CNCA adequate notice so that CNCA may contest any such process. Personally identifiable student information may only be used as necessary to meet Consultant's obligations in this Agreement.

10. <u>Non-Disparagement</u>. Consultant and CNCA mutually agree that, as of the date they sign this Agreement, Consultant will not, in communication with any person or entity whatsoever, or any third-party media outlet, Facebook, Twitter, LinkedIn, or other social media service or personal website, make any derogatory, disparaging, critical or negative statements, publications or comments, either written, oral or otherwise, referencing, relating to, about or regarding each other or any of either entity's current employees, officers, directors or members. Consultant and CNCA further agree that they will take all reasonable steps to prevent others from making such statements on their behalf. However, this section will in no way prevent Consultant or CNCA from testifying truthfully pursuant to an enforceable subpoena. It is understood and agreed that this is a material term of this Agreement and that any breach at all of this term shall constitute a material breach.

11. <u>Non-Competition/Solicitation</u>. All information about CNCA's employees, officers, members, directors, clients and affiliates that is not otherwise known to the public is Confidential Information. During Consultant's retention Consultant shall not directly or indirectly ask, induce, or encourage any employee(s) of CNCA to leave their employment with CNCA or solicit any employee(s) of CNCA for employment. During Consultant's retention Consultant shall not directly or indirectly or indirectly or indirectly or prospective clients with whom Consultant had contact during his/her relationship with CNCA or any clients with whom Consultant had contact during his/her relationship with CNCA or any clients with whom Consultant shall not use Confidential Information. For example, Consultant shall not use Confidential Information acquired from appointments set by or on behalf of CNCA and use it for any benefit other than for CNCA. This section is intended to be construed as broadly as possible but in no way to limit Consultant's post-termination ability to conduct business. The sole purpose of this section is to protect CNCA's Confidential Information, which CNCA heavily invested time and resources into developing and acquiring.



#### 12. General Provisions.

Charter Academy

a. <u>Non-Exclusive Agreement</u>. This Agreement is not exclusive. Consultant shall be permitted to engage in other activities for other businesses during the term of this Agreement.

b. <u>Successors and Assigns</u>. The rights and obligations of CNCA under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of CNCA. Consultant shall not be entitled to assign any of his/her rights or obligations under this Agreement without the prior written consent of an authorized officer of CNCA, and any such assignment by Consultant without CNCA's prior written consent shall be void

c. <u>Governing Law; Venue</u>. This Agreement shall be construed and enforced under and in accordance with the laws of the State of California. Venue to any action or proceeding arising out of this Agreement shall be in Los Angeles County, California.

d. <u>Entire Agreement</u>. This Agreement, including all attachments which are hereby incorporated by reference, reflect the only, sole, and entire agreement between the Parties relating in any way to the subject matter hereof. No statement, promise, or oral representations have been made which in any way form a part of or modify this Agreement. This Agreement is intended to replace and supersede any and all other agreements between the Parties, whether oral or in writing, relating to the subject matter of this Agreement.

e. <u>Amendment/Modification</u>. No amendment or modification of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

f. <u>Severability</u>. Each term, condition, covenant, or provision of this Agreement shall be viewed as separate and distinct, and in the event that any, such term, covenant, or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

g. <u>Waiver</u>. A waiver by either party of a breach of any provision or provisions of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

h. <u>Notices</u>. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by overnight mail and/or by hand delivered to the last known address of Consultant or to the principal office of CNCA. To be effective, any notice to CNCA shall be directed to the attention of the CEO.

i. <u>Counterparts</u>. This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A facsimile, scanned, and/or photographic signature shall have the same force and effect as an original signature





IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement and acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

### **CAMINO NUEVO CHARTER ACADEMY**

Dated: \_\_\_\_\_

Rachel Hazlehurst

Rachel Hazlehurst Chief Academic Officer

CONSULTANT

Dated: <u>12/13/23</u>

Sun Mi "Sunny" Min Sunny Strategies Inc





## ATTACHMENT A

## SCOPE OF CONSULTING SERVICES

As per the contracted agreement with Camino Nuevo Charter Academy, Sunny Strategies, Inc. shall deliver the following services:

Project Value Proposition	t Value Proposition Outcomes	Work Scope & Timeline	Project Fee	
Residency the Teacher Program Residency Program's eadership Year One of Implementation; Sustainable systems and programming fo years to come;	acher hip Mentor Teacher Mentor Teacher Mentor Teacher Mentor Teacher Mentor Teacher Development Scope & Sustainable systems and programming for years to come; Blueprint for CNCA's new teacher Mentor Teacher Development Scope & Sequence Solidified partnership with LEAs and organizations Built Resident Learning &	<ul> <li>Implementation</li> <li>Resident Performance &amp; Progress Monitoring (individual/cohort)</li> <li>Liaise with LMU's Director of Teacher Residency on resident progress in coursework</li> <li>Liaise with LMU's Fieldwork Instructors to transfer and utilize performance data collected</li> <li>CSET &amp; EDTPA support and oversight</li> <li>The Resident Experience and Resident cohort cultivation (community building and setting up systems of support (ie. individual check-ins)</li> <li>Institute check-in cadence &amp; objectives</li> </ul>	\$80k	





<ul> <li>Adhere to Resident Performance Assessment Systems</li> <li>Coordinate with LMU Fieldwork Instructors and Coordinators</li> <li>Set up and align systems/tools/process of Resident performance with LMU</li> <li>Adapt LMU performance assessments to Avance's High Priority Resident Practices</li> <li>Pilot and codify performance assessments for Avance</li> <li>Mentor teacher Experience &amp; Development</li> <li>Design and Facilitation of monthly mentor PDs (Sept, Oct, Nov/Dec, Jan, Mar, Apr)</li> <li>Provide in-person coaching/touchpoint prior in August</li> <li>Collaborate with LMU Director of Residency to ensure alignment with coursework &amp; resident data</li> <li>Observe 3-4 mentoring sessions per mentor &amp; provide coaching/ feedback</li> <li>Collaborate with LMU Director of Residency to align resident coursework with the scope &amp; sequence of mentor coaching</li> <li>Host School Partnership Leadership</li> <li>Guidance / Oversight of Program adherence; roles &amp;</li> </ul>	
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<ul> <li>performance with LMU</li> <li>Adapt LMU performance assessments to Avance's High Priority Resident Practices</li> <li>Pilot and codify performance assessments for Avance</li> <li>Mentor teacher Experience &amp; Development</li> <li>Design and Facilitation of monthly mentor PDs (Sept, Oct, Nov/Dec, Jan, Mar, Apr)</li> <li>Provide in-person coaching/touchpoint prior in August</li> <li>Collaborate with LMU Director of Residency to ensure alignment with coursework &amp; resident data</li> <li>Observe 3-4 mentoring sessions per mentor &amp; provide coaching/ feedback</li> <li>Collaborate with LMU Director of Residency to align resident coursework with the scope &amp; sequence of mentor coaching</li> <li>Host School Partnership Leadership</li> <li>Guidance / Oversight of Program adherence; roles &amp;</li> </ul>	
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<ul> <li>Guidance / Oversight of Program adherence; roles &amp;</li> </ul>	
responsibilities for resident management and support	
<ul> <li>Including Semester 2 Resident Takeover Timeline</li> </ul>	
Rollout and expectations	
<ul> <li>Set up mechanisms to gather MOY and EOY Partnership</li> </ul>	
Satisfaction Data	
Meeting/survey	
<ul> <li>Analyze data and make responsive adjustments</li> </ul>	
Consortium Partnership Leadership	
<ul> <li>Provide guidance/oversight on Consortium Oversight of MOU</li> </ul>	
Fund distribution	
Communication cadence	
Adherence to MOU	
<ul> <li>Design &amp; facilitate Fall convening (launch recruitment season</li> </ul>	
& systems, revisit purpose & invest stakeholders)	
<ul> <li>MOY &amp; EOY newsletters</li> </ul>	
<ul> <li>Design and facilitate Winter convening (launch selection</li> </ul>	
season and processes)	
Grant and Fund Administration	
<ul> <li>Work with Director of Development to ensure CDE reporting</li> </ul>	
requirements are met and all grant expectations are adhered	



			to O Ensure SLT, principal, and Director of Finance understanding of financial obligations	& Development Group
Leadership Pipeline Programming	Build commitment to Camino Nuevo through investment and development of high priority leaders; develop readiness of leaders in their current and aspiring roles; alignment between leader role clarity with selection and hiring systems→ transparent hiring processes	In partnership with the VP of Schools to invest in, develop, and retain high performing teachers and leaders: Piloted and built CNCA's Leadership pipeline program: the Emerging Leaders Program while building on and providing PD for APIs O Includes design and facilitation of PDs Development scope & sequence and codified resources in collaboration with VP of Schools Integration between leadership assessments with selection systems	<ul> <li>July 2023 - May 2024</li> <li>Institute a recruitment and selection strategy based on CNCA leader hiring needs</li> <li>Build selection process and criteria for <i>emerging leaders</i> and the start of the CNCA leader pipeline with alignment on CNCA school leader competencies</li> <li>Align with VP of Schools on draft CNCA competencies</li> <li>Design and facilitate monthly PDs (Sept, Oct, Nov/Dec, Jan, Feb, Mar, April) around instructional leadership (with inclusion of visionary leadership, adaptive leadership, and systems leadership)</li> <li>Cultivate a cohort pipeline program experience <ul> <li>Plan cohort community building events and trip(s) offsite including BOY program kickoff, MOY assessment and EOY showcase (May) (3)</li> <li>Set up structures outside of PD to cultivate community and collaboration</li> </ul> </li> <li>Bi-weekly check-ins with VP of Schools to monitor progress and ensure alignment leader development and performance management</li> </ul>	\$30k





## ATTACHMENT B

## Insurance Requirements

## **CNCA and PNEDG Insurance Requirements**

## **Certificate of Insurance Requirements:**

- Insurance provided by the Vendor/Contractor will be primary and any insurance of CNCA/PNEDG would be excess
  and non-contributory.
- CNCA/PNEDG shall be named as Additional Insured.
- Waivers of subrogation shall be provided to CNCA/PNEDG.
- CNCA/PNEDG will have no liability or responsibility to insurer of the Vendor/Contractor for payment of any deductible or retention.
- The Vendor/Contractor shall provide CNCA/PNEDG a certificate of insurance meeting the minimum requirements providing no less than thirty (30) days written of cancellation, non-renewal, or any change in limits of coverage.
- Coverage can be provided on a claim made policy form with confirmation that the retro date is prior to the signing of the contract and is maintained for a 3-year period after the completion of the contract. If the coverage is converted back to an occurrence policy form, then a tail policy shall be purchased by the vendor and maintained for a period of not less than 3 years with coverage confirmation provided to CNCA.

## Workers Compensation:

- Workers Compensation statutory benefits as prescribed by the applicable State(s) where work is being performed.
- Employers Liability is in the amount no less than:
  - o \$100,000 Each Accident
  - \$100,000 Disease Each Employee
  - o \$500,000 Disease Policy Limit
- Waiver of Subrogation in favor of CNCA/PENDG. WC (AOS) Waiver of our Right to Recover From Other Endorsement WC 00 03 13. WC (CA) Waiver of our Right to Recover From other Endorsement- California WC 04 03 06.

## **Commercial General Liability:**

- Commercial General Liability (ISO Form CG 00 01 04/13) coverage including, but not limited to, General Liability, Products/Completed Operations Liability, Contractual Liability and Broad Form Property Damage Liability with the following limits:
  - o \$2,000,000 General Aggregate
  - \$1,000,000 Products/Completed Operations Aggregate
  - o \$1,000,000 Personal Injury and Advertising Injury Liability
  - o \$1,000,000 Each Occurrence
- Waiver of Subrogation in favor of Contractor (CG 24 04 05 09 or its equivalent).
- Contractor shall be named as Additional Insured for Ongoing and Completed Operations CG2010 0704 and CG2037 0704 or their equivalent endorsements.

### Abuse/Molestation Liability - required for person/vendors that are involved or have contact with children

\$1,000,000 Per occurrence or wrongful act \$3,000,000 Policy limit



Educators Legal Liability –is a requirement for all parties having direct contact with children: Action Claims made policy is acceptable with confirmation of the retro date being prior to the signing of the contract and will be maintained for a period of not less than 3 years after the completion of the contract.

- o \$1,000,000 Per claim or wrongful act
- o \$3,000,000 Policy limit

**Umbrella/Excess Liability (Recommended)** – is a requirement for all parties having direct contact with children. The policy will need to be excess of all underlying coverage/policies with a minimum limit of \$1,000,000.

• \$1,000,000 Limit of Liability Each Occurrence

Camino

Nuevo

Charter

# Coversheet

# School Accountability Report Card (SARC)

Section: Item: Purpose: Submitted by:	IV. Consent Items E. School Accountability Report Card (SARC) Vote
Related Material:	22-23 SARC_Burlington.pdf 22-23 SARC_Cas-Eis.pdf 22-23 SARC_Cisneros.pdf 22-23 SARC_Dalzell Lance.pdf 22-23 SARC_Kayne Siart.pdf

Powered by BoardOnTrack

# Camino Nuevo Charter Academy 2022–23 School Accountability Report Card Reported Using Data from the 2022–23 School Year

## **California Department of Education**

Address:	697 South Burlington Ave.	Principal:	Juliana Santos, Principal
	Los Angeles, CA , 90057-3743		
Phone:	(213) 413-4245	Grade Span:	K-8

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

## **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

## **California School Dashboard**

The California School Dashboard (Dashboard)

https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

# **About This School**

## Juliana Santos, Principal

• Principal, Camino Nuevo Charter Academy

#### About Our School



No two kids learn the same way, and every family and community deserves high-quality public education. That's why, in 1999, the leaders of the Pueblo Nuevo Education and Development Group together with residents from the MacArthur Park community created Camino Nuevo Charter Academy (CNCA), a school built on the belief that every student should have the chance to go to a great school that puts their needs first, regardless of zip code, income, or ability level.

Today, six CNCA schools are educating over 3,000 students from Transitional-Kindergarten through high school and proving that all children can learn and achieve when held to high expectations, exposed to rigorous and relevant learning experiences, and when given targeted intervention and support in a safe and welcoming environment.

At the Burlington Campus, we offer students exceptional programs, including a dual-language program to help them achieve academic proficiency in Spanish and English. Students also receive a rich educational experience through weekly art, dance, Ethnic Studies, Environmental Science, and physical education instruction. After eighth grade, we offer our students the opportunity to attend our award-winning high school.

Our schools have won state and national awards for improving outcomes for all students. In 2015, Camino Nuevo earned the Bright Spot Award from the White House Initiative on Educational Excellence for Hispanics for closing achievement gaps between English learners and native English speakers. In 2018, the National Alliance for Public Charter Schools recognized our schools with a special induction into the Charter Schools Hall of Fame. In 2020, our campus was nominated for Top Los Angeles County Public Schools, which celebrates the 278 schools closing the opportunity gap for low-income African American and Latino students in Los Angeles County.

Educational and economic inequities persist in our communities, but our resolve to reverse these disparities and change the trajectory of students' lives is stronger than ever. Join us in helping our students achieve their college and career dreams by becoming a mentor to our students, volunteering at our schools, or making an investment in our work. If you're a parent looking for a great school, apply today. We're free, public schools open to all students.

I invite you to return to our website regularly and follow us on social media to learn more about our community.

Si, se puede! Juliana Santos, Principal

#### Contact \_

Camino Nuevo Charter Academy 697 South Burlington Ave. Los Angeles, CA 90057-3743

Phone: (213) 413-4245 Email: juliana.santos@caminonuevo.org

## Contact Information (School Year 2023–24)

## District Contact Information (School Year 2023–24)

District Name	Los Angeles Unified
Phone Number	(213) 241-1000
Superintendent	Carvalho, Alberto
Email Address	superintendent@lausd.net
Website	www.lausd.net

#### School Contact Information (School Year 2023–24)

School Name	Camino Nuevo Charter Academy
Street	697 South Burlington Ave.
City, State, Zip	Los Angeles, CA , 90057-3743
Phone Number	(213) 413-4245
Principal	Juliana Santos, Principal
Email Address	juliana.santos@caminonuevo.org
Website	https://www.caminonuevo.org/apps/pages/index.js p? uREC_ID=3531021&type=d&pREC_ID=2397841&t ota11y=true
County-District- School (CDS) Code	19647336117667

Last updated: 1/24/24

## School Description and Mission Statement (School Year 2023-24)

The Burlington Campus is part of the Camino Nuevo Charter Academy network, a community of high-performing public schools that prepares and empowers students for success in college and life.

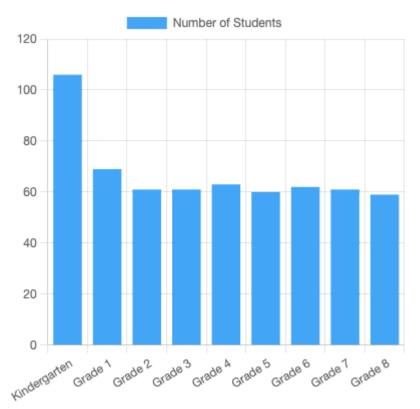
Our K-8 school serves the children and families of the greater MacArthur Park area in Los Angeles and was recently ranked a top school for raising student achievement and closing the opportunity gap for Latino students. Our comprehensive approach integrates academic rigor, community, family, and wellness supports to empower students to thrive in a culturally connected and changing world. Learn more about our approach.

Our 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.

Last updated: 1/24/24

## Student Enrollment by Grade Level (School Year 2022–23)

Grade Level	Number of Students
Kindergarten	106
Grade 1	69
Grade 2	61
Grade 3	61
Grade 4	63
Grade 5	60
Grade 6	62
Grade 7	61
Grade 8	59
Total Enrollment	602



Last updated: 1/23/24

## Student Enrollment by Student Group (School Year 2022–23)

Student Group	Percent of Total Enrollment	Student Group (Other)	Percent of Total Enrollment	
Female	50.20%	English Learners	69.80%	
Male	49.80%	Foster Youth	0.00%	
Non-Binary	0.00%	Homeless	0.30%	
American Indian	0.00%	Migrant	0.00%	
or Alaska Native		Socioeconomically	99.30%	
Asian	0.00%	Disavantaged		
Black or African American	0.00%	Students with Disabilities	14.10%	
Filipino	0.20%			
Hispanic or Latino	99.80%			
Native Hawaiian or Pacific Islander	0.00%			
Two or More Races	0.00%			

# A. Conditions of Learning

## **State Priority: Basic**

White

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

0.00%

### **Teacher Preparation and Placement (School Year 2020–21)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.10	86.07%	22369.20	82.26%	228366.10	83.12%
Intern Credential Holders Properly Assigned	1.00	3.57%	714.60	2.63%	4205.90	1.53%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.30	8.54%	1398.60	5.14%	11216.70	4.08%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.00	0.00%	1060.30	3.90%	12115.80	4.41%
Unknown/Incomplete/NA	0.50	1.79%	1651.30	6.07%	18854.30	6.86%
Total Teaching Positions	28.00	100.00%	27194.20	100.00%	274759.10	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

#### **Teacher Preparation and Placement (School Year 2021–22)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.80	74.63%	23128.20	84.33%	234405.20	84.00%
Intern Credential Holders Properly Assigned	1.00	3.41%	804.50	2.93%	4853.00	1.74%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	5.40	18.44%	1474.90	5.38%	12001.50	4.30%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.10	0.44%	1009.60	3.68%	11953.10	4.28%
Unknown/Incomplete/NA	0.90	3.07%	1009.30	3.68%	15831.90	5.67%
Total Teaching Positions	29.20	100.00%	27426.80	100.00%	279044.80	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

# Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020– 21 Number	2021– 22 Number
Permits and Waivers	0.00	4.20
Misassignments	2.30	1.10
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	2.30	5.40

Last updated: 11/2/23

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020– 21 Number	2021– 22 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.10
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	0.10

Last updated: 11/2/23

## **Class Assignments**

Indicator	2020– 21 Percent	2021– 22 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	18.30%	4.5%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	1.90%	0%

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Last updated: 11/2/23

# Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2023–24)

Year and month in which the data were collected: June 2023

All curricular materials at our school are aligned to the California Common Core State Standards, California Frameworks, and/or Next Generation Science Standards. We ensure that all students have access to materials required in print and digital forms. Our curricula include:

- American Reading Company Core (English and Spanish Language Arts)
- Bridges Mathematics (TK-5 Math)
- Ready Common Core Math (6-8 Math)
- STEMScopes (Science)
- Systematic ELD (English Language Development)

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	American Reading Company (ARC) Core	Yes	0
Mathematics	Bridges Mathematics (TK-5 Math) Ready Common Core Math (6-8 Math)	Yes	0
Science	STEMScopes	Yes	0
History-Social Science	Self-Created		0
Foreign Language			0
Health			0
Visual and Performing Arts			0
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0

Note: Cells with N/A values do not require data.

Last updated: 1/23/24

### **School Facility Conditions and Planned Improvements**

School campus, three buildings, are in good and safe condition, this includes buildings for the 2022-2023 school year. School buildings were acquired in 2000, renovated for school use, with appropriate permits. The campus is comprised of 25 classrooms in three buildings, office spaces, two playgrounds, two indoor PE areas, outdoor and indoor eating areas, and is a total of 40,035 sf. The buildings were cabled with cat6 under E-rate in November/December 2022. Smartboards have been added to all classrooms. Security guards are provided Mon-Fri during and after school hours, 12 hours per day. The three school buildings have had security camera upgrades, along with repairs to new PA system. The PA system is integrated throughout the three buildings instead of per building, with enhanced security alert features. A standing guard was also added to help support city cleaning encampments throughout the public alley located in the part of the three buildings. The K-4 playground was modified to add a 40x40 ft flat surface for play. The TK building (661) play area was renovated and new turf was installed. Large sections of concrete features were removed in order to install turf. Planned improvements for this site include ADA compliant ramp and play area that will have soft turf surface. Future plans also include new elevators, and 2024 new play apparatus with playground improvements to the playgrounds at 653 and 661 Burlington buildings. Part of these improvements include a walkway that will connect the three buildings from within the campus.

Last updated: 1/26/24

#### **School Facility Good Repair Status**

The school is in good repair. There are no outstanding issues. Safe and clean.

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- · The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
<b>External</b> : Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Year and month of the most recent FIT report: December 2023

## **Overall Facility Rate**

Year and month of the most recent FIT report: December 2023

**Overall Rating** 

Exemplary

Last updated: 1/26/24

## **B. Pupil Outcomes**

## **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

• Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAA] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAA for ELA** in grades three through eight and grade eleven.

2. Smarter Balanced Summative Assessments and CAA for **mathematics** in grades three through eight and grade eleven.

3. California Science Test (CAST) and CAA for Science in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

• **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven taking and completed stateadministered assessment Percentage of Students Meeting or Exceeding the State Standard

Camino Nuevo Charter Academy	- CNCA Regular Bo	ard Meeting - Agenda -	<ul> <li>Tuesday February</li> </ul>	/ 13, 2024 at 4:30 PM
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Subject	School 2021– 22	School 2022– 23	District 2021– 22	District 2022– 23	State 2021– 22	State 2022– 23
English Language Arts / Literacy (grades 3-8 and 11)	42%	35%	41%	41%	47%	46%
Mathematics (grades 3-8 and 11)	31%	31%	27%	29%	33%	34%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAA divided by the total number of students who participated in both assessments.

Last updated: 1/24/24

## CAASPP Test Results in ELA by Student Group for students taking and completed state-administered assessment

Grades Three through Eight and Grade Eleven (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	368	368	100.00%	0.00%	34.51%
Female	181	181	100.00%	0.00%	40.88%
Male	187	187	100.00%	0.00%	28.34%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian	0	0	0%	0%	0%
Black or African American	0	0	0%	0%	0%
Filipino					
Hispanic or Latino	367	367	100.00%	0.00%	34.33%

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	0	0	0%	0%	0%
White	0	0	0%	0%	0%
English Learners	160	160	100.00%	0.00%	7.50%
Foster Youth	0	0	0%	0%	0%
Homeless	0	0	0%	0%	0%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	366	366	100.00%	0.00%	34.70%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	62	62	100.00%	0.00%	16.13%

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Test Results in Mathematics by Student Group for students taking

Last updated: 1/23/24

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	368	368	100.00%	0.00%	30.98%
Female	181	181	100.00%	0.00%	32.60%
Male	187	187	100.00%	0.00%	29.41%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian	0	0	0%	0%	0%
Black or African American	0	0	0%	0%	0%
Filipino					
Hispanic or Latino	367	367	100.00%	0.00%	31.06%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	0	0	0%	0%	0%
White	0	0	0%	0%	0%
English Learners	160	160	100.00%	0.00%	12.50%

## Grades Three through Eight and Grade Eleven (School Year 2022–23)

and completed state-administered assessment

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Foster Youth	0	0	0%	0%	0%
Homeless	0	0	0%	0%	0%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	366	366	100.00%	0.00%	31.15%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	63	63	100.00%	0.00%	12.70%

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer. Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only

students who received scores.

Last updated: 1/23/24

### CAASPP Test Results in Science for All Students Grades Five, Eight and High School Percentage of Students Meeting or Exceeding the State Standard

Subject	School	School	District	District	State	State
	2021–	2022–	2021–	2022–	2021–	2022–
	22	23	22	23	22	23
Science (grades 5, 8, and high school)	22.40%	19.83%	20.02%	20.46%	29.47%	30.29%

Note: Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/23/24

### CAASPP Test Results in Science by Student Group Grades Five, Eight and High School (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	121	121	100.00%	0.00%	19.83%
Female	58	58	100.00%	0.00%	24.14%
Male	63	63	100.00%	0.00%	15.87%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian	0	0	0%	0%	0%
Black or African American	0	0	0%	0%	0%
Filipino					
Hispanic or Latino	120	120	100.00%	0.00%	20.00%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	0	0	0%	0%	0%
White	0	0	0%	0%	0%
English Learners	42	42	100.00%	0.00%	2.38%
Foster Youth	0	0	0%	0%	0%
Homeless	0	0	0%	0%	0%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	119	119	100.00%	0.00%	20.17%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with	17	18	100.00%	0.00%	5.88%

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Disabilities					

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/23/24

# **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

• Pupil outcomes in the subject area of physical education

### California Physical Fitness Test Results (School Year 2022–23) Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	93.44%	93.44%	93.44%	93.44%	93.44%
7	100%	100%	100%	100%	100%

Note: The administration of the PFT during 2021–22 and 2022-23 school years, only participation results are required for these five fitness areas.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/23/24

# C. Engagement

# **State Priority: Parental Involvement**

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

• Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

### **Opportunities for Parental Involvement (School Year 2023–24)**

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 to support our students' social, emotional, and intellectual development. Our goal is to create the strongest possible partnership between home and school 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. Families are also able provide input to school leaders. 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 case management for families in need.

• Committees - Each school site has several leadership committees that families can join. One of them is the English Learner Advisory Committee (ELAC). Each campus with 21 or more English language learners has this committee. This committee is responsible for advising the principal and staff on programs and services for English language learners. In addition, ELAC assists the school in the development of the school's needs assessment and brainstorms ways to make families/guardians aware of the importance of regular school attendance. The Site Based Council (SBC) or the School Site Council (SSC) is another committee that families can join. It serves as an advisory council to the school site principals. This committee is responsible for reviewing policies and providing feedback on the school's LCAP goals (i.e., School Safety Plan, share resources available to support students & families, the Parent Involvement Policy, Spring and Winter Consolidated Applications, LCAP goals, and the Retention and Culmination policy).

• Annual School Satisfaction Survey - Every year during the winter, parents received a survey to share comments, suggestions, and concerns about the school. Parents can share the areas of the school they feel happiest about, areas that need improvement, and suggestions to improve school-home communication. The survey is divided into different sections: college readiness, family engagement, family support, learning behaviors, school climate, school fit, and technology/communication. Results from the survey are shared with school leaders, parents, teachers, and the Home Support Office. Data from the survey informs school decisions, helps shape the Families as Partners Program, and determines goals for the school year.

• Capacity Building/Family Workshops - Family workshops and special school events and activities are held during the school year. Student and Family Services Coordinators and/or other school leaders facilitate a variety of workshops throughout the year. Topics like SBAC, ELPAC, Mental Health, and college and career readiness, as well as how to successfully transition to middle and high school are covered. Schools also host workshops on how to have successful parent conferences, as student academic progress is monitored during these conferences three times per year (in October, January, and April) and report cards are distributed at this time. At these workshops, parents not only receive sample questions to trigger conversations with teachers, but they also receive information on how to prepare for conferences and how to follow up with teachers afterward. In addition, during the school year, parents are encouraged to reach out to teachers in person and/or via Parent Square if any questions arise regarding their child's academic achievement. Translators are scheduled beforehand for those teachers who do not speak Spanish.

• Parent and Family Engagement Policy - The Parent and Family Engagement Policy is reviewed and updated annually during an SBC meeting. Principals gather feedback from parents and other members and make edits accordingly. The final version is available in English and Spanish by Student and Family Services Coordinators and can be found at the main office. CNCA has developed a written Title I parental involvement policy with input from Title I parents and Site Base Councils. Each year, CNCA also collects feedback from parents to inform any revisions to the policy that may be necessary. CNCA distributes the policy to parents of Title I students. It is distributed at the beginning of the school year and is available online via the CNCA website.

 School-Parent Compact – The Compact describes the best ways to support families and increase student achievement. It was developed with input from parents to create the strongest possible partnership between home, school, and students to increase academic achievement and success.
 Parents/guardians are encouraged to complete 15 hours of volunteer service per family per site. Attendance at workshops and school activities, completing city college classes, taking your student to the public library, or enrolling in other community-based education programs counts towards hours of volunteer service. These opportunities offer parents targeted training that empowers and motivates them to seek personal and professional growth opportunities for themselves while advocating for a quality education and life for their students.

• Professional Development/Staff Training - As part of the onboarding process, all new staff attends a week of training, including a session on our Families as Partners Program. New classified and certified staff learn how to build trusting relationships with their families and link learning in the classroom with learning at home. The session highlights how to communicate better, partner with families, and engage them as equal partners in the school community. In addition, the Student and Family Services Coordinators host sessions during Professional Development week about how to engage families in the classroom and gather feedback to plan activities. Each school has a full-time and bilingual Student and Family Services Coordinator.

• School Home Communication - Schools communicate information to families in a culturally sensitive way via the school's website, social media (Facebook/Instagram), and/or Parent Square. Schools also share information via traditional methods like a parent newsletter, robocalls, etc. Student and Family Coordinators have an open-door policy to ensure parents feel comfortable reaching out when they need support for their children and

referrals for any social or medical services. All communication with families is done in English and Spanish (or any preferred language for the family), ensuring that any difficult or complicated academic language is clearly explained in a culturally sensitive way. Translators are readily available during parent meetings, conferences, and workshops to ensure understanding and maximize communication.

• Community Partnerships - We leverage the expertise of our community partners, like Promotoras Comunitarias, Breese Foundation, and Central City Neighborhood Partners, to provide services and resources beyond academics.

• Health & Wellness - To serve the whole child and provide a continuum of care, we also provide access to mental health services, case management, community referrals, and parent support groups.

• Community Building - Each school offers opportunities to build community, like parent meetings called Coffee with the Leadership Team (or "Cafecitos"). The goal of the "Cafecitos" is for parents to learn, build community, and get updates about the school. During these monthly parent meetings, school leaders interact with families and parents get an opportunity to share concerns, ask questions, offer suggestions and provide feedback on topics covered. Other events include Open House, Math/Literacy Night, Back to School Night, and an organization-wide Parent Book Club. The annual book club is a unique opportunity for parents to model reading at home, build community with other families, and spend quality time with families from other school sites.

# **State Priority: Pupil Engagement**

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

#### Chronic Absenteeism by Student Group (School Year 2022–23)

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	609	606	29	4.8%
Female	307	304	12	3.9%
Male	302	302	17	5.6%
Non-Binary	0	0	0	0.0%
American Indian or Alaska Native	0	0	0	0.0%
Asian	0	0	0	0.0%
Black or African American	0	0	0	0.0%
Filipino	1	1	0	0.0%
Hispanic or Latino	607	604	29	4.8%
Native Hawaiian or Pacific Islander	0	0	0	0.0%
Two or More Races	0	0	0	0.0%
White	1	1	0	0.0%
English Learners	421	419	12	2.9%
Foster Youth	0	0	0	0.0%
Homeless	2	2	1	50.0%

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
Socioeconomically Disadvantaged	605	602	29	4.8%
Students Receiving Migrant Education Services	0	0	0	0.0%
Students with Disabilities	90	90	5	5.6%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/26/24

### **State Priority: School Climate**

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- · Other local measures on the sense of safety

#### **Suspensions and Expulsions**

Rate	School 2020– 21	School 2021– 22	School 2022– 23	District 2020– 21	District 2021– 22	District 2022– 23		State 2021– 22	State 2022– 23
Suspensions	0.35%	0.69%	0.99%	0.00%	0.46%	0.55%	0.20%	3.17%	3.60%
Expulsions	0.00%	0.00%	0.00%	0.00%	0.02%	0.02%	0.00%	0.07%	0.08%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/26/24

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.99%	0.00%
Female	0.33%	0.00%
Male	1.66%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	0.00%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	0.99%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	0.00%	0.00%
English Learners	1.43%	0.00%
Foster Youth	0.00%	0.00%
Homeless	0.00%	0.00%
Socioeconomically Disadvantaged	0.99%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	3.33%	0.00%

#### Suspensions and Expulsions by Student Group (School Year 2022–23)

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Last updated: 1/26/24

School Safety Plan (School Year 2023–24)

?CNCA - Burlington Safety Plan?

Last updated: 1/24/24

# **D. Other SARC information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

# Average Class Size and Class Size Distribution (Elementary) (School Year 2020–21)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	26.00		3	
1	21.00		3	
2	21.00		3	
3	21.00	1	2	
4	33.00		1	
5	31.00		2	
6	30.00	3	8	2
Other**				

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2021–22)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	22.00	1	3	
1	16.00	2	2	
2	16.00	3	1	
3	16.00	3	1	
4	20.00	1	2	
5	25.00	1	5	
6	15.00	15	8	
Other**	26.00		1	

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

# Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	21.00	2	3	0
1	23.00	0	3	0
2	21.00	1	2	0
3	20.00	1	2	0
4	32.00	0	2	0
5	30.00	0	3	0
6	15.00	10	4	0
Other**	25.00	0	2	0

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

#### \*\* "Other" category is for multi-grade level classes.

### Average Class Size and Class Size Distribution (Secondary) (School Year 2020–21) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	21.00	3	4	
Mathematics	31.00		4	
Science	37.00		4	1
Social Science				

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year	
2021–22) (HIGH SCHOOL)	

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	9.00	4		
Mathematics	26.00	1	4	
Science	29.00		4	
Social Science				

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	22.00	3	4	0
Mathematics	28.00	1	4	0
Science	30.00	0	4	0
Social Science	30.00	0	4	0

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/25/24

### Ratio of Pupils to Academic Counselor (School Year 2022-23)

	Title	Ratio
Pup	ils to Academic Counselor*	0

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

### Student Support Services Staff (School Year 2022–23)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2.00
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	0.80
Social Worker	
Nurse	

Title	Number of FTE* Assigned to School
Speech/Language/Hearing Specialist	0.80
Resource Specialist (non-teaching)	
Other	0.40

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2021– 22)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$19170.82	\$8564.84	\$10605.98	\$62742.00
District	N/A	N/A	\$9056.00	\$81337.00
Percent Difference – School Site and District	N/A	N/A		
State	N/A	N/A	\$7606.62	\$87885.00
Percent Difference – School Site and State	N/A	N/A		

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

#### Types of Services Funded (Fiscal Year 2022–23)

Camino Nuevo Charter Academy offers after-school programming via our Expanded Learning Opportunity Program. Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding. Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

Last updated: 1/24/24

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48916.00	\$55549.60
Mid-Range Teacher Salary	\$78133.00	\$80702.84
Highest Teacher Salary	\$97008.00	\$109417.68
Average Principal Salary (Elementary)	\$124723.00	\$137703.47
Average Principal Salary (Middle)	\$136178.00	\$143759.63
Average Principal Salary (High)	\$139415.00	\$159020.77
Superintendent Salary	\$440000.00	\$319442.91
Percent of Budget for Teacher Salaries	25.32%	30.35%

#### Teacher and Administrative Salaries (Fiscal Year 2021–22)

Category	District Amount	State Average For Districts In Same Category
Percent of Budget for Administrative Salaries	4.83%	4.87%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.





Last updated: 1/17/24

### **Professional Development**

Includes full days only; teachers also receive weekly PD for two hours each throughout the school year

Measure	2021–	2022–	2023–
	22	23	24
Number of school days dedicated to Staf Development and Continuous Improveme		15	15

Last updated: 1/26/24

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

# Camino Nuevo Elementary #3 2022–23 School Accountability Report Card Reported Using Data from the 2022–23 School Year

# **California Department of Education**

Address:	1723 Cordova St. Los Angeles, CA , 90007-1114	Principal:	Jay Laughlin, Principal
Phone:	(323) 730-7160	Grade Span:	K-8

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

# **California School Dashboard**

The California School Dashboard (Dashboard)

https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

# **About This School**

# Jay Laughlin, Principal

Principal, Camino Nuevo Elementary #3

### About Our School —

# 

Hello Jaguar Families and Prospective Jaguar Families,

At Castellanos and Eisner CNCA #3, our 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. We serve our students as one school, located on two campuses. Castellanos is where our Tk-5 grade students learn and grow, while Eisner is where our 6-8 grade students prepare to take-off for high school, college, and beyond. Our dual-language instructional program enables us to equitably serve all our students, while our vertically aligned, standards-based curriculum ensures a pathway for all students to access and excel with grade-level content. At the root of our approach is social-emotional learning supports and Ethnic Studies pillars that guide our decisions for both what and how we teach.

We are committed to demonstrating CARE for our entire school community, with Communidad (Community), Alegria (Joy), Respeto (Respect), and Equidad (Equity) serving as core values of our approach. We are excited to continue to grow our instructional program as one school serving all of our students across TK-8.

Thank you,

Jay Laughlin, Principal

### Contact \_

Camino Nuevo Elementary #3 1723 Cordova St. Los Angeles, CA 90007-1114

Phone: (323) 730-7160 Email: jay.laughlin@caminonuevo.org

# Contact Information (School Year 2023–24)

## District Contact Information (School Year 2023–24)

District Name	Los Angeles Unified
Phone Number	(213) 241-1000
Superintendent	Carvalho, Alberto
Email Address	superintendent@lausd.net
Website	www.lausd.net

### School Contact Information (School Year 2023–24)

School Name	Camino Nuevo Elementary #3
Street	1723 Cordova St.
City, State, Zip	Los Angeles, CA , 90007-1114
Phone Number	(323) 730-7160
Principal	Jay Laughlin, Principal
Email Address	jay.laughlin@caminonuevo.org
Website	https://eisner.caminonuevo.org/
County-District- School (CDS) Code	19647330122564

Last updated: 1/23/24

### School Description and Mission Statement (School Year 2023–24)

The Jose A. Castellanos Campus is part of the Camino Nuevo Charter Academy community of schools. Our scholars in grades K-5 benefit from a rigorous academic program and an inclusive community where each student is valued and encouraged to succeed.

Our campus offers a dual-language Spanish-English program designed to support scholars in becoming bilingual and bi-literate. Our students participate in the arts, physical education, technology, and other rich experiences that prepare them for a successful transition to the Camino Nuevo Jane B. Eisner Middle School.

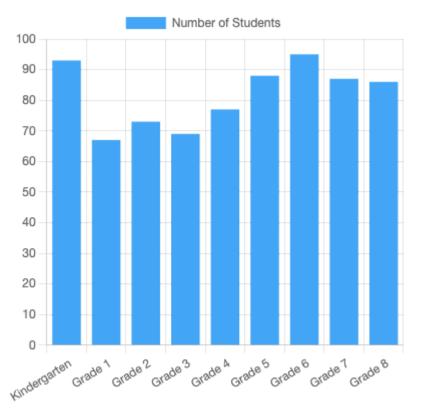
The Jane B. Eisner Middle School campus is part of the Camino Nuevo Charter Academy network. Our school is small with approximately 270 students in grades 6-8. This allows us to give students individual attention and constant feedback to help them grow and improve. Our focus is on preparing students for high school and college and empowering them to be agents of social change. This approach sets our middle school apart from others in the neighborhood. Learn more about our approach.

Our 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.

Last updated: 1/24/24

### Student Enrollment by Grade Level (School Year 2022–23)

Grade Level	Number of Students
Kindergarten	93
Grade 1	67
Grade 2	73
Grade 3	69
Grade 4	77
Grade 5	88
Grade 6	95
Grade 7	87
Grade 8	86
Total Enrollment	735



Last updated: 1/29/24

# Student Enrollment by Student Group (School Year 2022–23)

Student Group	Percent of Total Enrollment		Student Group (Other)	Percent of Total Enrollment
Female	50.20%		English Learners	52.20%
Male	49.70%		Foster Youth	0.54%
Non-Binary	0.14%		Homeless	0.00%
American Indian	0.41%		Migrant	0.00%
or Alaska Native Asian	0.30%	-	Socioeconomically Disavantaged	94.80%
Black or African American	0.30%		Students with Disabilities	13.20%
Filipino	0.00%			
Hispanic or Latino	97.60%	-		
Native Hawaiian or Pacific Islander	0.30%			
Two or More Races	0.10%	-		

# A. Conditions of Learning

# **State Priority: Basic**

White

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

0.95%

### **Teacher Preparation and Placement (School Year 2020–21)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	26.70	81.05%	22369.20	82.26%	228366.10	83.12%
Intern Credential Holders Properly Assigned	3.90	12.09%	714.60	2.63%	4205.90	1.53%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.00	6.06%	1398.60	5.14%	11216.70	4.08%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.20	0.76%	1060.30	3.90%	12115.80	4.41%
Unknown/Incomplete/NA	0.00	0.00%	1651.30	6.07%	18854.30	6.86%
Total Teaching Positions	32.90	100.00%	27194.20	100.00%	274759.10	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

### **Teacher Preparation and Placement (School Year 2021–22)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	26.60	73.70%	23128.20	84.33%	234405.20	84.00%
Intern Credential Holders Properly Assigned	4.90	13.83%	804.50	2.93%	4853.00	1.74%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	3.40	9.64%	1474.90	5.38%	12001.50	4.30%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.00	2.80%	1009.60	3.68%	11953.10	4.28%
Unknown/Incomplete/NA	0.00	0.00%	1009.30	3.68%	15831.90	5.67%
Total Teaching Positions	36.00	100.00%	27426.80	100.00%	279044.80	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

# Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020– 21 Number	2021– 22 Number
Permits and Waivers	1.00	2.00
Misassignments	1.00	1.40
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	2.00	3.40

Last updated: 11/2/23

### Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020– 21 Number	2021– 22 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.20	1.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.20	1.00

Last updated: 11/2/23

### **Class Assignments**

Indicator	2020– 21 Percent	2021– 22 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	7.50%	12.6%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	10.10%	0%

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Last updated: 11/2/23

# Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2023–24)

Year and month in which the data were collected: June 2023

All curricular materials at our school are aligned to the California Common Core State Standards, California Frameworks, and/or Next Generation Science Standards. We ensure that all students have access to materials required in print and digital forms. Our curricula include:

- American Reading Company Core (English and Spanish Language Arts)
- Bridges Mathematics (TK-5 Math)
- Ready Common Core Math (6-8 Math)
- STEMScopes (Science)
- Systematic ELD (English Language Development)

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	American Reading Company (ARC) Core	Yes	0
Mathematics	Bridges Mathematics (K-5) Ready Common Core Mathematics (6-8)	Yes	0
Science	STEMScopes	Yes	0
History-Social Science	Self-Created		0
Foreign Language			0
Health			0
Visual and Performing Arts			0
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

### **School Facility Conditions and Planned Improvements**

The school site is in good and safe condition. The school campus was completed in 2010. The campus comprises of 21 classrooms, office spaces, a playground, indoor eating area, underground parking structure and is a total of 45,480 sf. New smartboard technology has been added to all classrooms. Outdoor green playground renovations are completed as of Jan. 26, 2024. Existing handball courts were painted along with new solar reflective cool asphalt. A new drinking fountain was installed on the play yard. The Eisner campus had significant roof repairs and interior water proofing throughout the historical brick walls.

The school is in good condition with major playground renovations.

Last updated: 1/26/24

### **School Facility Good Repair Status**

?The latest school inspection was on Dec.15, 2022; no significant facility issues were discovered. The school buildings are in good repair, clean and sanitary. Routine maintenance is being performed, regular preventative maintenance is also being performed. There is no outstanding deferred maintenance at this time. A green playground renovation, upgraded PA system, and burglar alarm are planned for spring of 2023?

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: December 2023
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System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
<b>External</b> : Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

# **Overall Facility Rate**

Year and month of the most recent FIT report: December 2023

Overall Rating

Exemplary

Last updated: 1/26/24

# **B. Pupil Outcomes**

# **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

• Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAA] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. Smarter Balanced Summative Assessments and CAA for ELA in grades three through eight and grade eleven.

2. Smarter Balanced Summative Assessments and CAA for mathematics in grades three through eight and grade eleven.

3. California Science Test (CAST) and CAA for Science in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

• **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven taking and completed stateadministered assessment Percentage of Students Meeting or Exceeding the State Standard

Camino Nuevo Charter Academy	- CNCA Regular Bo	ard Meeting - Agenda -	<ul> <li>Tuesday February</li> </ul>	/ 13, 2024 at 4:30 PM
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Subject	School 2021– 22	School 2022– 23	District 2021– 22	District 2022– 23	State 2021– 22	State 2022– 23
English Language Arts / Literacy (grades 3-8 and 11)	33%	30%	41%	41%	47%	46%
Mathematics (grades 3-8 and 11)	18%	19%	27%	29%	33%	34%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAA divided by the total number of students who participated in both assessments.

Last updated: 1/24/24

# CAASPP Test Results in ELA by Student Group for students taking and completed state-administered assessment

Grades Three through Eight and Grade Eleven (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	503	489	97.22%	2.78%	30.06%
Female	240	234	97.50%	2.50%	34.62%
Male	263	255	96.96%	3.04%	25.88%
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino	0	0	0%	0%	0%
Hispanic or Latino	470	458	97.45%	2.55%	30.57%

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	25	24	96.00%	4.00%	25.00%
White					
English Learners	184	172	93.48%	6.52%	4.07%
Foster Youth					
Homeless	0	0	0%	0%	0%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	480	469	97.71%	2.29%	29.85%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	66	65	98.48%	1.52%	1.54%

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Test Results in Mathematics by Student Group for students taking

Last updated: 1/25/24

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	503	498	99.01%	0.99%	18.51%
Female	240	238	99.17%	0.83%	16.81%
Male	263	260	98.86%	1.14%	20.08%
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino	0	0	0%	0%	0%
Hispanic or Latino	470	467	99.36%	0.64%	18.24%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	25	24	96.00%	4.00%	29.17%
White					
English Learners	184	183	99.46%	0.54%	7.14%

### Grades Three through Eight and Grade Eleven (School Year 2022–23)

and completed state-administered assessment

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Foster Youth					
Homeless	0	0	0%	0%	0%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	480	477	99.38%	0.62%	18.91%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	66	65	98.48%	1.52%	1.54%

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments. Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer. Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/25/24

CAASPP Test Results in Science for All Students Grades Five, Eight and High School Percentage of Students Meeting or Exceeding the State Standard

Subject	School	School	District	District	State	State
	2021–	2022–	2021–	2022–	2021–	2022–
	22	23	22	23	22	23
Science (grades 5, 8, and high school)	22.75%	21.26%	20.02%	20.46%	29.47%	30.29%

Note: Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/25/24

#### CAASPP Test Results in Science by Student Group Grades Five, Eight and High School (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	176	174	98.86%	1.14%	21.26%
Female	86	85	98.84%	1.16%	18.82%
Male	90	89	98.89%	1.11%	23.60%
American Indian or Alaska Native					
Asian	0	0	0%	0%	0%
Black or African American	0	0	0%	0%	0%
Filipino	0	0	0%	0%	0%
Hispanic or Latino	166	165	99.40%	0.60%	21.82%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races					
White					
English Learners	53	52	98.11%	1.89%	1.92%
Foster Youth	0	0	0%	0%	0%
Homeless	0	0	0%	0%	0%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	166	165	99.4%	0.6%	21.22%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	17	16	94.11%	5.89%	0.00%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/25/24

## **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

• Pupil outcomes in the subject area of physical education

#### California Physical Fitness Test Results (School Year 2022–23) Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	72.73%	70.45%	75%	76.14%	75%
7	46.59%	52.27%	52.27%	52.27%	52.27%

Note: The administration of the PFT during 2021–22 and 2022-23 school years, only participation results are required for these five fitness areas.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/24/24

## C. Engagement

## **State Priority: Parental Involvement**

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

• Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

#### **Opportunities for Parental Involvement (School Year 2023–24)**

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 to support our students' social, emotional, and intellectual development. Our goal is to create the strongest possible partnership between home and school 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. Families are also able provide input to school leaders. We further demonstrate our commitment to forging genuine partnerships with all families by offering highquality family services, including a comprehensive family workshop program and case management for families in need.

• Committees - Each school site has several leadership committees that families can join. One of them is the English Learner Advisory Committee (ELAC). Each campus with 21 or more English language learners has this committee. This committee is responsible for advising the principal and staff on programs and services for English language learners. In addition, ELAC assists the school in the development of the school's needs assessment and brainstorms ways to make families/guardians aware of the importance of regular school attendance. The Site Based Council (SBC) or the School Site Council (SSC) is another committee that families can join. It serves as an advisory council to the school site principals. This committee is responsible for reviewing policies and providing feedback on the school's LCAP goals (i.e., School Safety Plan, share resources available to support students & families, the Parent Involvement Policy, Spring and Winter Consolidated Applications, LCAP goals, and the Retention and Culmination policy).

• Annual School Satisfaction Survey - Every year during the winter, parents received a survey to share comments, suggestions, and concerns about the school. Parents can share the areas of the school they feel happiest about, areas that need improvement, and suggestions to improve school-home communication. The survey is divided into different sections: college readiness, family engagement, family support, learning behaviors, school climate, school fit, and technology/communication. Results from the survey are shared with school leaders, parents, teachers, and the Home Support Office. Data from the survey informs school decisions, helps shape the Families as Partners Program, and determines goals for the school year.

• Capacity Building/Family Workshops - Family workshops and special school events and activities are held during the school year. Student and Family Services Coordinators and/or other school leaders facilitate a variety of workshops throughout the year. Topics like SBAC, ELPAC, Mental Health, and college and career readiness, as well as how to successfully transition to middle and high school are covered. Schools also host workshops on how to have successful parent conferences, as student academic progress is monitored during these conferences three times per year (in October, January, and April) and report cards are distributed at this time. At these workshops, parents not only receive sample questions to trigger conversations with teachers, but they also receive information on how to prepare for conferences and how to follow up with teachers afterward. In addition, during the school year, parents are

encouraged to reach out to teachers in person and/or via Parent Square if any questions arise regarding their child's academic achievement. Translators are scheduled beforehand for those teachers who do not speak Spanish.

• Parent and Family Engagement Policy - The Parent and Family Engagement Policy is reviewed and updated annually during an SBC meeting. Principals gather feedback from parents and other members and make edits accordingly. The final version is available in English and Spanish by Student and Family Services Coordinators and can be found at the main office. CNCA has developed a written Title I parental involvement policy with input from Title I parents and Site Base Councils. Each year, CNCA also collects feedback from parents to inform any revisions to the policy that may be necessary. CNCA distributes the policy to parents of Title I students. It is distributed at the beginning of the school year and is available online via the CNCA website.

• School-Parent Compact – The Compact describes the best ways to support families and increase student achievement. It was developed with input from parents to create the strongest possible partnership between home, school, and students to increase academic achievement and success. Parents/guardians are encouraged to complete 15 hours of volunteer service per family per site. Attendance at workshops and school activities, completing city college classes, taking your student to the public library, or enrolling in other community-based education programs counts towards hours of volunteer service. These opportunities offer parents targeted training that empowers and motivates them to seek personal and professional growth opportunities for themselves while advocating for a quality education and life for their students.

• Professional Development/Staff Training - As part of the onboarding process, all new staff attends a week of training, including a session on our Families as Partners Program. New classified and certified staff learn how to build trusting relationships with their families and link learning in the classroom with learning at home. The session highlights how to communicate better, partner with families, and engage them as equal partners in the school community. In addition, the Student and Family Services Coordinators host sessions during Professional Development week about how to engage families in the classroom and gather feedback to plan activities. Each school has a full-time and bilingual Student and Family Services Coordinator.

• School Home Communication - Schools communicate information to families in a culturally sensitive way via the school's website, social media (Facebook/Instagram), and/or Parent Square. Schools also share information via traditional methods like a parent newsletter, robocalls, etc. Student and Family Coordinators have an open-door policy to ensure parents feel comfortable reaching out when they need support for their children and referrals for any social or medical services. All communication with families is done in English and Spanish (or any preferred language for the family), ensuring that any difficult or complicated academic language is clearly explained in a culturally sensitive way. Translators are readily available during parent meetings, conferences, and workshops to ensure understanding and maximize communication.

• Community Partnerships - We leverage the expertise of our community partners, like Promotoras Comunitarias, Breese Foundation, and Central City Neighborhood Partners, to provide services and resources beyond academics.

• Health & Wellness - To serve the whole child and provide a continuum of care, we also provide access to mental health services, case management, community referrals, and parent support groups.

• Community Building - Each school offers opportunities to build community, like parent meetings called Coffee with the Leadership Team (or "Cafecitos"). The goal of the "Cafecitos" is for parents to learn, build community, and get updates about the school. During these monthly parent meetings, school leaders interact with families and parents get an opportunity to share concerns, ask questions, offer suggestions and provide feedback on topics covered. Other events include Open House, Math/Literacy Night, Back to School Night, and an organizationwide Parent Book Club. The annual book club is a unique opportunity for parents to model reading at home, build community with other families, and spend quality time with families from other school sites.

## **State Priority: Pupil Engagement**

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

#### Chronic Absenteeism by Student Group (School Year 2022–23)

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	799	764	316	41.4%
Female	390	383	153	39.9%
Male	409	381	163	42.8%
Non-Binary	0	0	0	0.0%
American Indian or Alaska Native	3	3	3	100.0%
Asian	2	2	2 0	
Black or African American	4	3	3	100.0%
Filipino	0	0	0	0.0%
Hispanic or Latino	779	745	303	40.7%
Native Hawaiian or Pacific Islander	2	2	2	100.0%
Two or More Races	1	1	1	100.0%
White	8	8	5	62.5%
English Learners	426	405	169	41.7%
Foster Youth	4	4	2	50%
Homeless	0	0	0	0.0%

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
Socioeconomically Disadvantaged	768	744	308	41.4%
Students Receiving Migrant Education Services	0	0	0	0.0%
Students with Disabilities	118	110	60	54.5%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

### **State Priority: School Climate**

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- · Other local measures on the sense of safety

#### **Suspensions and Expulsions**

Rate	School 2020– 21	School 2021– 22	School 2022– 23	District 2020– 21	District 2021– 22		State 2020– 21	State 2021– 22	State 2022– 23
Suspensions	0.00%	1.50%	0.50%	0.00%	0.46%	0.55%	0.20%	3.17%	3.60%
Expulsions	0.00%	0.00%	0.00%	0.00%	0.02%	0.02%	0.00%	0.07%	0.08%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.50%	0.00%
Female	0.51%	0.00%
Male	0.49%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	0.00%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	0.51%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	0.00%	0.00%
English Learners	0.23%	0.00%
Foster Youth	0.00%	0.00%
Homeless	0.00%	0.00%
Socioeconomically Disadvantaged	0.52%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	0.00%	0.00%

#### Suspensions and Expulsions by Student Group (School Year 2022–23)

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Last updated: 1/29/24

School Safety Plan (School Year 2023–24)

?CNES 3 - Jose Castellanos - School Safety Plan 23-24?CNES 3 - Jane B. Eisner - School Safety Plan 23-24?

Last updated: 1/24/24

## **D.** Other SARC information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary) (School Year
2020–21)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	25.00		3	
1	24.00		3	
2	26.00		3	
3	29.00		3	
4	26.00		3	
5	29.00		3	
6	25.00	2	11	
Other**				

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2021–22)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	18.00	1	3	
1	17.00	2	2	
2	17.00	2	2	
3	18.00	1	3	
4	22.00	1	3	
5	20.00	5	4	
6	18.00	10	13	
Other**				

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

# Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	23.00	0	8	0
1	21.00	3	3	0
2	23.00	0	5	0
3	23.00	0	6	0
4	26.00	0	6	0
5	28.00	0	11	0
6	24.00	6	17	0
Other**	22.00	0	1	0

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

#### \*\* "Other" category is for multi-grade level classes.

# Average Class Size and Class Size Distribution (Secondary) (School Year 2020–21) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	27.00	2	6	
Mathematics	31.00		6	
Science	31.00		5	
Social Science	31.00		3	

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	22.00	4	9	
Mathematics	27.00		6	
Science	24.00	1	6	
Social Science	25.00	1	6	

# Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22) (HIGH SCHOOL)

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level. Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	20.00	7	8	0
Mathematics	29.00	0	6	0
Science	29.00	0	6	0
Social Science	27.00	1	6	0

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/25/24

#### Ratio of Pupils to Academic Counselor (School Year 2022-23)

Title	Ratio
Pupils to Academic Counselor*	0

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

#### Student Support Services Staff (School Year 2022–23)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2.00
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	0.80
Social Worker	
Nurse	

Title	Number of FTE* Assigned to School
Speech/Language/Hearing Specialist	0.80
Resource Specialist (non-teaching)	
Other	0.40

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2021– 22)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$18872.21	\$8217.22	\$10654.99	\$60920.52
District	N/A	N/A	\$9056.00	\$81337.00
Percent Difference – School Site and District	N/A	N/A		
State	N/A	N/A	\$7606.62	\$87885.00
Percent Difference – School Site and State	N/A	N/A		

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

#### Types of Services Funded (Fiscal Year 2022–23)

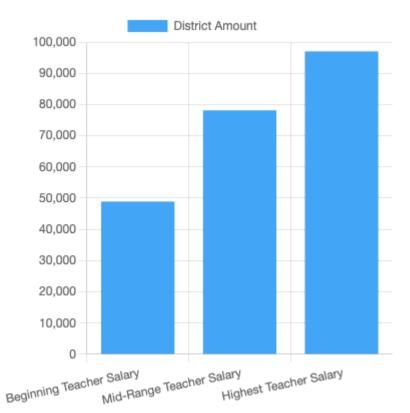
Camino Nuevo Elementary #3 offers after-school programming via our Expanded Learning Opportunity Program. Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding. Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

Last updated: 1/24/24

Teacher and Administrative Salaries (Fiscal Year 2021–22)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48916.00	\$55549.60
Mid-Range Teacher Salary	\$78133.00	\$80702.84
Highest Teacher Salary	\$97008.00	\$109417.68
Average Principal Salary (Elementary)	\$124723.00	\$137703.47
Average Principal Salary (Middle)	\$136178.00	\$143759.63
Average Principal Salary (High)	\$139415.00	\$159020.77
Superintendent Salary	\$440000.00	\$319442.91
Percent of Budget for Teacher Salaries	25.32%	30.35%
Percent of Budget for Administrative Salaries	4.83%	4.87%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.





Last updated: 1/17/24

#### **Professional Development**

Includes full days only; teachers additionally receive weekly PD for 2 hours each throughout the school year

Measure	2021– 22	2022– 23	2023– 24
Number of school days dedicated to Staff Development and Continuous Improvement	15	15	15

Last updated: 1/26/24

## Camino Nuevo Charter Academy #4 2022–23 School Accountability Report Card Reported Using Data from the 2022–23 School Year

## **California Department of Education**

Address:	1018 Mohawk St. Los Angeles, CA , 90026- 3131	Principal:	Charles Miller, Vice President of Schools
Phone:	(213) 353-5300	Grade Span:	K-8

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE)
   SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

## DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

## **California School Dashboard**

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## **About This School**

## **Charles Miller, Vice President of Schools**

Principal, Camino Nuevo Charter Academy #4

#### About Our School



Welcome to Camino Nuevo Charter - Cisneros Campus! We are a caring community of learners committed to teaching students the skills and habits necessary to succeed in college, fulfill their dreams, and contribute positively to the world. We call ourselves the "Superstars," because by committing to constantly being our best selves, our students will be superstars in whatever they pursue.

Our literacy (ARC) and math (Bridges) programs are common core standards aligned and focus on multi tier interventions for students. We are excited to offer our students opportunities to regularly engage in the arts (visual, dance, music), and in Technology. We are especially proud of our scholars in the K-8 bilingual program who have the added privilege of learning content in both English and Spanish.

Our school is also unique in that we practice mindfulness in all classrooms, address issues of behavior and equity through a restorative justice approach and support the social-emotional well-being of our students with the support of 2 inhouse mental health therapists. We also rely on our CNCA anchors to guide the work we do as a school community. Our 5 anchors are Excellence, Equity, Community, Innovation and Joy.

Our teachers and staff are committed members of our professional learning community, and with the leadership team as instructional coaches, we are focused as a team on constantly improving teaching and learning school wide so that our students get the best education possible. We consider parents and families to be our partners, and welcome them into our school to work together with us to create a school community that students and families can be proud of.

#### Contact -

Camino Nuevo Charter Academy #4 1018 Mohawk St. Los Angeles, CA 90026-3131

Phone: (213) 353-5300 Email: charles.miller@caminonuevo.org

## **Contact Information (School Year 2023–24)**

#### **District Contact Information (School Year 2023–24)**

District Name	Los Angeles Unified
Phone Number	(213) 241-1000
Superintendent	Carvalho, Alberto
Email Address	superintendent@lausd.net
Website	www.lausd.net

#### School Contact Information (School Year 2023–24)

School Name	Camino Nuevo Charter Academy #4
Street	1018 Mohawk St.
City, State, Zip	Los Angeles, CA , 90026-3131
Phone Number	(213) 353-5300
Principal	Charles Miller, Vice President of Schools
Email Address	charles.miller@caminonuevo.org
Website	https://cisneros.caminonuevo.org/
County-District-School (CDS) Code	19647330124826

Last updated: 1/22/24

### School Description and Mission Statement (School Year 2023–24)

The Sandra Cisneros Campus is part of the Camino Nuevo Charter Academy network, a community of high-performing charter public schools that prepares and empowers students for success in college and in life.

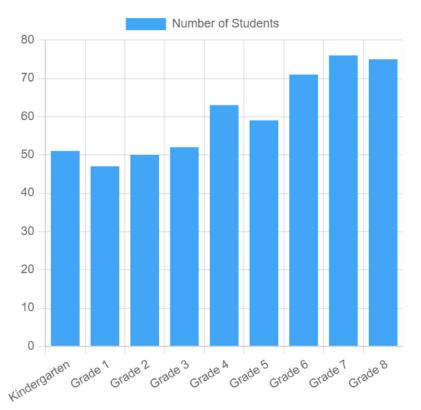
Our K-8 school serves the children and families of Echo Park in Los Angeles. Our comprehensive approach integrates academic rigor, community, family, and wellness supports to empower students to thrive in a culturally connected and changing world. Learn more about our approach.

Our 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.

Last updated: 1/24/24

### Student Enrollment by Grade Level (School Year 2022–23)

Grade Level	Number of Students
Kindergarten	51
Grade 1	47
Grade 2	50
Grade 3	52
Grade 4	63
Grade 5	59
Grade 6	71
Grade 7	76
Grade 8	75
Total Enrollment	544



Last updated: 1/29/24

## Student Enrollment by Student Group (School Year 2022–23)

#### Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

udent Group	Percent of Total Enrollment	Student Group (Other)	
emale	49.10%		
Male	50.90%	English Learners	
Non-Binary	0.00%	Foster Youth	
-		Homeless	
American Indian or Alaska Native	0.40%	Migrant	
Asian	0.90%	Socioeconomically	
Black or African	1.70%	Disavantaged	
American		Students with	
Filipino	1.30%	Disabilities	
Hispanic or Latino	92.10%		
Native Hawaiian or Pacific Islander	0.00%		
Two or More Races	1.70%		

## A. Conditions of Learning

2.03%

## **State Priority: Basic**

White

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	29.50	88.06%	22369.20	82.26%	228366.10	83.12%
Intern Credential Holders Properly Assigned	0.00	0.00%	714.60	2.63%	4205.90	1.53%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	4.00	11.94%	1398.60	5.14%	11216.70	4.08%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.00	0.00%	1060.30	3.90%	12115.80	4.41%
Unknown/Incomplete/NA	0.00	0.00%	1651.30	6.07%	18854.30	6.86%
Total Teaching Positions	33.50	100.00%	27194.20	100.00%	274759.10	100.00%

#### **Teacher Preparation and Placement (School Year 2020–21)**

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	31.80	88.83%	23128.20	84.33%	234405.20	84.00%
Intern Credential Holders Properly Assigned	0.00	0.00%	804.50	2.93%	4853.00	1.74%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.00	5.57%	1474.90	5.38%	12001.50	4.30%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.00	2.79%	1009.60	3.68%	11953.10	4.28%
Unknown/Incomplete/NA	1.00	2.79%	1009.30	3.68%	15831.90	5.67%
Total Teaching Positions	35.90	100.00%	27426.80	100.00%	279044.80	100.00%

#### **Teacher Preparation and Placement (School Year 2021–22)**

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

### Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020–21 Number	2021–22 Number
Permits and Waivers	1.00	2.00
Misassignments	3.00	0.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	4.00	2.00

Last updated: 11/2/23

### Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020–21 Number	2021–22 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.00	1.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.00	1.00

Last updated: 11/2/23

## **Class Assignments**

Indicator	2020– 21 Percent	2021– 22 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	26.00%	0%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.00%	0%

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Last updated: 11/2/23

# Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2023–24)

Year and month in which the data were collected: June 2023

All curricular materials at our school are aligned to the California Common Core State Standards, California Frameworks, and/or Next Generation Science Standards. We ensure that all students have access to materials required in print and digital forms. Our curricula include:

- American Reading Company Core (English and Spanish Language Arts)
- Bridges Mathematics (TK-5 Math)
- Ready Common Core Math (6-8 Math)
- STEMScopes (Science)
- Systematic ELD (English Language Development)

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	American Reading Company (ARC) Core	Yes	0
Mathematics	Bridges Mathematics (K-5) Ready Common Core Mathematics (6-8)	Yes	0
Science	STEMScopes	Yes	0
History-Social Science	Self-Created	Yes	0
Foreign Language			0
Health			0
Visual and Performing Arts			0
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

#### **School Facility Conditions and Planned Improvements**

The school campus is in good and safe condition. The school campus was completed in 2011. The campus comprises of 31 classrooms, office spaces, a two outdoor playgrounds, indoor eating area and is a total of 67,000sf. Renovations from 2022 include the installation of an AV system, 8 additional security cameras, hallways and student restrooms were repainted, and upgrades of smart board technology as needed. The site is also supported by LAUSD M&O. The outdoor kinder yard play surface requires replacement and this has been reported to LAUSD. A new burglar system was installed as well as a PA system in the Multipurpose Room.

Student restrooms were painted and cleaned. A general cleaning of the underground garage took place. Planned improvements include kinder play surface replacement, upon LAUSD approval.

Last updated: 1/26/24

#### **School Facility Good Repair Status**

Overall, the school campus is in good condition. There are no significant repairs at known at this time. Upgraded burglar and PA systems will take place in spring/summer of 2023.

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: 2022

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
<b>External</b> : Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

## **Overall Facility Rate**

Year and month of the most recent FIT report: 2022

**Overall Rating** 

Exemplary

Last updated: 1/26/24

# **B. Pupil Outcomes**

# **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

• **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAA] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAA for ELA** in grades three through eight and grade eleven.

2. **Smarter Balanced Summative Assessments and CAA for mathematics** in grades three through eight and grade eleven.

3. **California Science Test (CAST) and CAA for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

• **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

# CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven taking and completed stateadministered assessment

Percentage of Students Meeting	or Exceeding the State Standard
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Subject	School 2021– 22	School 2022– 23	District 2021– 22	District 2022– 23	State 2021– 22	State 2022– 23
English Language Arts / Literacy (grades 3-8 and 11)	32%	31%	41%	41%	47%	46%
Mathematics (grades 3-8 and 11)	20%	17%	27%	29%	33%	34%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAA divided by the total number of students who participated in both assessments.

Last updated: 1/26/24

#### CAASPP Test Results in ELA by Student Group for students taking and completed state-administered assessment

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	370	362	97.84%	2.16%	30.76%
Female	177	173	97.74%	2.26%	35.26%
Male	193	189	97.93%	2.07%	26.46%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian					
Black or African American					
Filipino					

Grades Three through Eight and Grade Eleven (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Hispanic or Latino	351	343	97.72%	2.28%	28.86%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races					
White					
English Learners	109	100	92.59%	7.41%	4%
Foster Youth					
Homeless	16	12	75.00%	25.00%	16.67%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	339	334	98.53%	1.47%	30.24%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	68	67	98.53%	1.47%	8.95%

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/26/24

# CAASPP Test Results in Mathematics by Student Group for students taking and completed state-administered assessment

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	369	368	99.73%	0.27%	17.30%
Female	176	175	99.43%	0.57%	14.29%
Male	193	193	100.00%	0.00%	20.20%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian					
Black or African American					
Filipino					
Hispanic or Latino	350	349	99.71%	0.29%	16.33%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races					
White					
English Learners	107	106	99.07%	0.93%	7.55%

Grades Three through Eight and Grade Eleven (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Foster Youth					
Homeless	16	16	100.00%	0.00%	6.25%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	339	338	99.71%	0.29%	15.97%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	68	67	98.53%	1.47%	7.46%

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/26/24

# CAASPP Test Results in Science for All Students Grades Five, Eight and High School Percentage of Students Meeting or Exceeding the State Standard

Subject	School	School	District	District	State	State
	2021–	2022–	2021–	2022–	2021–	2022–
	22	23	22	23	22	23
Science (grades 5, 8, and high school)	19.58%	17.80%	20.02%	20.46%	29.47%	30.29%

Note: Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/25/24

## CAASPP Test Results in Science by Student Group Grades Five, Eight and High School (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	118	118	100%	0%	17.80%
Female	49	49	100.00%	0.00%	6.12%
Male	69	69	100%	0%	26.09%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian					
Black or African American					
Filipino					
Hispanic or Latino	110	110	100%	0%	16.37%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	0	0	0%	0%	0%
White					
English Learners	33	33	100.00%	0.00%	3.03%
Foster Youth	0	0	0%	0%	0%
Homeless					
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	108	108	100%	0%	17.59%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	26	26	100%	0%	11.54%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/26/24

# **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

• Pupil outcomes in the subject area of physical education

#### California Physical Fitness Test Results (School Year 2022–23) Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	83.33%	87.04%	87.04%	81.48%	77.78%
7	100%	100%	96.05%	100%	98.68%

Note: The administration of the PFT during 2021–22 and 2022-23 school years, only participation results are required for these five fitness areas.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/24/24

# C. Engagement

# **State Priority: Parental Involvement**

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

• Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

#### **Opportunities for Parental Involvement (School Year 2023–24)**

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 to support our students' social, emotional, and intellectual development. Our goal is to create the strongest possible partnership between home and school 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. Families are also able provide input to school leaders. 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 case management for families in need.

• Committees - Each school site has several leadership committees that families can join. One of them is the English Learner Advisory Committee (ELAC). Each campus with 21 or more English language learners has this committee. This committee is responsible for advising the principal and staff on programs and services for English language learners. In addition, ELAC assists the school in the development of the school's needs assessment and brainstorms ways to make families/guardians aware of the importance of regular school attendance. The Site Based Council (SBC) or the School Site Council (SSC) is another committee that families can join. It serves as an advisory council to the school site principals. This committee is responsible for reviewing policies and providing feedback on the school's LCAP goals (i.e., School Safety Plan, share resources available to support students & families, the Parent Involvement Policy, Spring and Winter Consolidated Applications, LCAP goals, and the Retention and Culmination policy).

• Annual School Satisfaction Survey - Every year during the winter, parents received a survey to share comments, suggestions, and concerns about the school. Parents can share the areas of the school they feel happiest about, areas that need improvement, and suggestions to improve school-home communication. The survey is divided into different sections: college readiness, family engagement, family support, learning behaviors, school climate, school fit, and technology/communication. Results from the survey are shared with school leaders, parents, teachers, and the Home Support Office. Data from the survey informs school decisions, helps shape the Families as Partners Program, and determines goals for the school year.

• Capacity Building/Family Workshops - Family workshops and special school events and activities are held during the school year. Student and Family Services Coordinators and/or other school leaders facilitate a variety of workshops throughout the year. Topics like SBAC, ELPAC, Mental Health, and college and career readiness, as well as how to successfully transition to middle and high school are covered. Schools also host workshops on how to have successful parent conferences, as student academic progress is monitored during these conferences three times per year (in October, January, and April) and report cards are distributed at this time. At these workshops, parents not only receive sample questions to trigger conversations with teachers, but they also receive information on how to prepare for conferences and how to follow up with teachers afterward. In addition, during the school year, parents are encouraged to reach out to teachers in person and/or via Parent Square if any questions arise regarding their child's academic achievement. Translators are scheduled beforehand for those teachers who do not speak Spanish. • Parent and Family Engagement Policy - The Parent and Family Engagement Policy is reviewed and updated annually during an SBC meeting. Principals gather feedback from parents and other members and make edits accordingly. The final version is available in English and Spanish by Student and Family Services Coordinators and can be found at the main office. CNCA has developed a written Title I parental involvement policy with input from Title I parents and Site Base Councils. Each year, CNCA also collects feedback from parents to inform any revisions to the policy that may be necessary. CNCA distributes the policy to parents of Title I students. It is distributed at the beginning of the school year and is available online via the CNCA website.

• School-Parent Compact – The Compact describes the best ways to support families and increase student achievement. It was developed with input from parents to create the strongest possible partnership between home, school, and students to increase academic achievement and success. Parents/guardians are encouraged to complete 15 hours of volunteer service per family per site. Attendance at workshops and school activities, completing city college classes, taking your student to the public library, or enrolling in other community-based education programs counts towards hours of volunteer service. These opportunities offer parents targeted training that empowers and motivates them to seek personal and professional growth opportunities for themselves while advocating for a quality education and life for their students.

• Professional Development/Staff Training - As part of the onboarding process, all new staff attends a week of training, including a session on our Families as Partners Program. New classified and certified staff learn how to build trusting relationships with their families and link learning in the classroom with learning at home. The session highlights how to communicate better, partner with families, and engage them as equal partners in the school community. In addition, the Student and Family Services Coordinators host sessions during Professional Development week about how to engage families in the classroom and gather feedback to plan activities. Each school has a full-time and bilingual Student and Family Services Coordinator.

• School Home Communication - Schools communicate information to families in a culturally sensitive way via the school's website, social media (Facebook/Instagram), and/or Parent Square. Schools also share information via traditional methods like a parent newsletter, robocalls, etc. Student and Family Coordinators have an open-door policy to ensure parents feel comfortable reaching out when they need support for their children and referrals for any social or medical services. All communication with families is done in English and Spanish (or any preferred language for the family), ensuring that any difficult or complicated academic language is clearly explained in a culturally sensitive way. Translators are readily available during parent meetings, conferences, and workshops to ensure understanding and maximize communication.

• Community Partnerships - We leverage the expertise of our community partners, like Promotoras Comunitarias, Breese Foundation, and Central City Neighborhood Partners, to provide services and resources beyond academics.

• Health & Wellness - To serve the whole child and provide a continuum of care, we also provide access to mental health services, case management, community referrals, and parent support groups.

• Community Building - Each school offers opportunities to build community, like parent meetings called Coffee with the Leadership Team (or "Cafecitos"). The goal of the "Cafecitos" is for parents to learn, build community, and get updates about the school. During these monthly parent meetings, school leaders interact with families and parents get an opportunity to share concerns, ask questions, offer suggestions and provide feedback on topics covered. Other events include Open House, Math/Literacy Night, Back to School Night, and an organization-wide Parent Book Club. The annual book club is a unique opportunity for parents to model reading at home, build community with other families, and spend quality time with families from other school sites.

# **State Priority: Pupil Engagement**

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

#### Chronic Absenteeism by Student Group (School Year 2022–23)

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	575	560	243	43.4%
Female	281	272	119	43.8%
Male	294	288	124	43.1%
Non-Binary	0	0	0	0.0%
American Indian or Alaska Native	5	5	3	60.0%
Asian	6	6	2	33.3%
Black or African American	9	9	5	55.6%
Filipino	8	8	2	25.0%
Hispanic or Latino	536	522	226	43.1%
Native Hawaiian or Pacific Islander	0	0	0	0.0%
Two or More Races	5	5	2	40.0%
White	5	5	3	60.0%
English Learners	210	206	89	43.2%
Foster Youth	6	6	2	33.3%
Homeless	39	39	20	51.3%

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
Socioeconomically Disadvantaged	546	537	236	43.8%
Students Receiving Migrant Education Services	0	0	0	0.0%
Students with Disabilities	106	105	50	47.6%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

## **State Priority: School Climate**

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Rate	School 2020– 21	School 2021– 22	School 2022– 23	District 2020– 21	District 2021– 22	District 2022– 23	State 2020– 21	State 2021– 22	State 2022– 23
Suspensions	0.00%	4.37%	3.14%	0.00%	0.46%	0.55%	0.20%	3.17%	3.60%
Expulsions	0.00%	0.00%	0.00%	0.00%	0.02%	0.02%	0.00%	0.07%	0.08%

#### **Suspensions and Expulsions**

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

Student Group	Suspensions Rate	Expulsions Rate
All Students	3.14%	0.00%
Female	1.79%	0.00%
Male	4.42%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	0.00%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	3.36%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	0.00%	0.00%
English Learners	2.86%	0.00%
Foster Youth	0.00%	0.00%
Homeless	5.13%	0.00%
Socioeconomically Disadvantaged	3.12%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	0.95%	0.00%

Suspensions and Expulsions by Student Group (School Year 2022–23)

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Last updated: 1/29/24

School Safety Plan (School Year 2023–24)

CNCA 4 - Sandra Cisneros - School Safety Plan 23-24?

Last updated: 1/24/24

# **D.** Other SARC information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

# Average Class Size and Class Size Distribution (Elementary) (School Year 2020–21)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
К	17.00	3		
1	19.00	3		
2	19.00	2	1	
3	21.00	1	2	
4	25.00		3	
5	24.00		3	
6	20.00	5	12	
Other**				

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2021– 22)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
К	13.00	4		
1	14.00	3	1	
2	14.00	4		
3	17.00	3	1	
4	15.00	4		
5	18.00	1	3	
6	21.00	8	19	
Other**				

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2022– 23)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
К	17.00	3	0	0
1	19.00	1	1	0
2	20.00	2	0	0
3	17.00	3	0	0
4	22.00	1	1	0
5	12.00	4	2	0
6	20.00	6	19	0
Other**	15.00	2	1	0

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

# Average Class Size and Class Size Distribution (Secondary) (School Year 2020–21) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	23.00	2	12	
Mathematics	25.00		6	
Science	25.00		6	
Social Science	25.00		6	

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22)
(HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	22.00	2	6	
Mathematics	24.00		6	
Science	24.00		6	
Social Science	23.00	1	6	

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	20.00	1	0	0
Mathematics	19.00	1	0	0
Science	25.00	0	6	0
Social Science	25.00	0	6	0

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/25/24

#### Ratio of Pupils to Academic Counselor (School Year 2022–23)

Title	Ratio
Pupils to Academic Counselor*	0

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

#### Student Support Services Staff (School Year 2022–23)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2.00
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	0.80
Social Worker	
Nurse	1.00

Title	Number of FTE* Assigned to School
Speech/Language/Hearing Specialist	0.80
Resource Specialist (non-teaching)	
Other	0.40

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$19562.52	\$9148.36	\$10414.16	\$67322.79
District	N/A	N/A	\$9056.00	\$81337.00
Percent Difference – School Site and District	N/A	N/A		
State	N/A	N/A	\$7606.62	\$87885.00
Percent Difference – School Site and State	N/A	N/A		

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2021–22)

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

#### Types of Services Funded (Fiscal Year 2022–23)

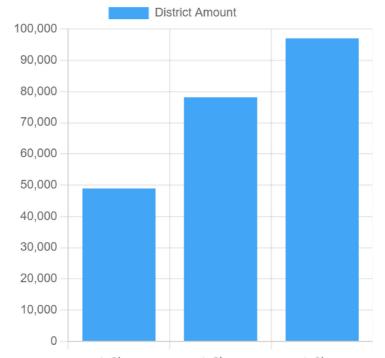
Camino Nuevo Charter Academy #4 offers after-school programming via our Expanded Learning Opportunity Program. Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding. Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

Last updated: 1/24/24

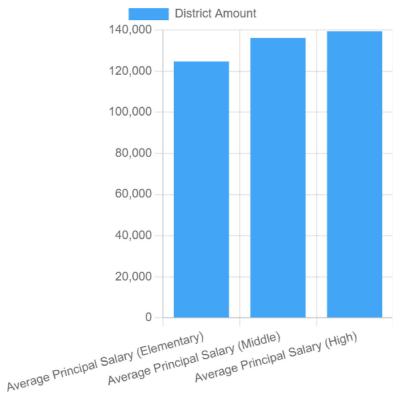
Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48916.00	\$55549.60
Mid-Range Teacher Salary	\$78133.00	\$80702.84
Highest Teacher Salary	\$97008.00	\$109417.68
Average Principal Salary (Elementary)	\$124723.00	\$137703.47
Average Principal Salary (Middle)	\$136178.00	\$143759.63
Average Principal Salary (High)	\$139415.00	\$159020.77
Superintendent Salary	\$440000.00	\$319442.91
Percent of Budget for Teacher Salaries	25.32%	30.35%
Percent of Budget for Administrative Salaries	4.83%	4.87%

#### Teacher and Administrative Salaries (Fiscal Year 2021–22)

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.



Beginning Teacher Salary Mid-Range Teacher Salary Highest Teacher Salary



Last updated: 1/17/24

#### **Professional Development**

Includes full days only; teachers additionally receive 2 hours of weekly staff development throughout the school year

Measure	2021–	2022–	2023–
	22	23	24
Number of school days dedicated to Staff Development and Continuous Improvement	15	15	15

Last updated: 1/26/24

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

# Camino Nuevo High #2 2022–23 School Accountability Report Card Reported Using Data from the 2022–23 School Year

# **California Department of Education**

Address:	3500 West Temple St. Los Angeles, CA , 90004-3620	Principal:	Lawrence Boone, Principal
Phone:	(213) 736-5566	Grade Span:	9-12

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

# **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

# **California School Dashboard**

The California School Dashboard (Dashboard)

https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

# **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

# **About This School**

# Lawrence Boone, Principal

Principal, Camino Nuevo High #2

#### About Our School



Welcome to Camino Nuevo High School No. 2!!!

The purpose of this School Accountability Report Card is to provide you, the parents and the community, with specific information about academic achievements, student safety, campus facilities, qualifications of professional staff, instructional materials and progress in meeting state standards.

The underlying philosophy of CNHS No. 2 is that when underserved students are provided equal access to rigorous, research-based educational programs in which families are an integral component, children gain the tools to achieve academic success throughout their educational careers. CNHS No. 2 serves 465 students from grades 9-12. Approximately 95% of our students qualify for free or reduced meals, and approximately 98% of our student population is Hispanic/Latino. Our students reside in some of the most historically underserved areas of Central Los Angeles, including the communities of MacArthur Park, Pico-Union, U.S., where the annual family income is among the lowest in the city.

Despite these economic and social disadvantages, our students are bucking the community trend with exceptional academic excellence, preparation for college, and civic engagement. For the graduating class of 2020, 100% of graduating seniors met A-G requirements and 70% of graduating seniors were accepted into four-year colleges. Additionally, CNHS No. 2 students are becoming youth leaders in the community through school-based clubs, service learning projects, and involvement in college-readiness programs.

Our school has been able to overcome many of the barriers to high achievement that plague historically underserved communities. We are committed to reducing and eventually eliminating these disparities through a rigorous academic program that builds upon the diverse strengths of all students, regardless of the challenges they may bring to school. Similarly, we maintain a shared commitment to do "whatever it takes" to ensure that our students successfully navigate the social obstacles that hinder academic achievement by involving families and working relentlessly to create success for all.

#### Contact -

Camino Nuevo High #2 3500 West Temple St. Los Angeles, CA 90004-3620

Phone: (213) 736-5566 Email: lawrence.boone@caminonuevo.org

# Contact Information (School Year 2023–24)

<b>District Contact Information</b>	(School Year 2023–24)
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District Name	Los Angeles Unified
Phone Number	(213) 241-1000
Superintendent	Carvalho, Alberto
Email Address	superintendent@lausd.net
Website	www.lausd.net

### School Contact Information (School Year 2023–24)

School Name	Camino Nuevo High #2
Street	3500 West Temple St.
City, State, Zip	Los Angeles, CA , 90004-3620
Phone Number	(213) 736-5566
Principal	Lawrence Boone, Principal
Email Address	lawrence.boone@caminonuevo.org
Website	http://dalzelllance.caminonuevo.org
County-District- School (CDS) Code	19647330127910

Last updated: 1/24/24

# School Description and Mission Statement (School Year 2023–24)

Dalzell Lance High School serves the students and families of Greater MacArthur Park, Echo Park and Pico-Union in Los Angeles. It is part of a community of high-performing public schools that prepares and empowers students for success in college and in life.

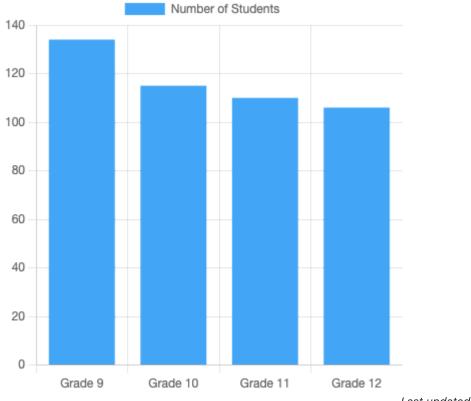
Our comprehensive approach integrates academic rigor, community, family, and wellness supports to empower students to thrive in a culturally connected and changing world. Learn more about our approach.

Our 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.

Last updated: 1/24/24

# Student Enrollment by Grade Level (School Year 2022–23)

Grade Level	Number of Students
Grade 9	134
Grade 10	115
Grade 11	110
Grade 12	106
Total Enrollment	465



#### Last updated: 1/29/24

# Student Enrollment by Student Group (School Year 2022–23)

Student Group	Percent of Total Enrollment	Student Group (Other)	Percent of Total Enrollment
Female	44.50%	English Learners	16.60%
Male	55.50%	 Foster Youth	0.40%
Non-Binary	0.00%	Homeless	1.10%

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	0.00%
sian	0.86%
ack or African nerican	0.00%
ilipino	0.65%
lispanic or atino	97.20%
Native Hawaiian or Pacific slander	0.22%
Two or More Races	0.00%
White	1.08%

# A. Conditions of Learning

# **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

### **Teacher Preparation and Placement (School Year 2020–21)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	17.80	80.67%	22369.20	82.26%	228366.10	83.12%
Intern Credential Holders Properly Assigned	1.90	9.01%	714.60	2.63%	4205.90	1.53%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.90	9.01%	1398.60	5.14%	11216.70	4.08%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.20	1.22%	1060.30	3.90%	12115.80	4.41%
Unknown/Incomplete/NA	0.00	0.00%	1651.30	6.07%	18854.30	6.86%
Total Teaching Positions	22.00	100.00%	27194.20	100.00%	274759.10	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

### **Teacher Preparation and Placement (School Year 2021–22)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.60	77.36%	23128.20	84.33%	234405.20	84.00%
Intern Credential Holders Properly Assigned	2.50	8.93%	804.50	2.93%	4853.00	1.74%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.50	8.93%	1474.90	5.38%	12001.50	4.30%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.30	4.75%	1009.60	3.68%	11953.10	4.28%
Unknown/Incomplete/NA	0.00	0.00%	1009.30	3.68%	15831.90	5.67%
Total Teaching Positions	28.00	100.00%	27426.80	100.00%	279044.80	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

# Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020– 21 Number	2021– 22 Number
Permits and Waivers	1.60	0.50
Misassignments	0.30	2.00
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	1.90	2.50

Last updated: 11/2/23

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020– 21 Number	2021– 22 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.20	1.30
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	0.20	1.30

Last updated: 11/2/23

## **Class Assignments**

Indicator	2020– 21 Percent	2021– 22 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	5.50%	9%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	20.20%	5.4%

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Last updated: 11/2/23

# Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2023–24)

Year and month in which the data were collected: June 2023

All curricular materials at our school are aligned to the California Common Core State Standards, California Frameworks, and/or Next Generation Science Standards. We ensure that all students have access to materials required in print and digital forms. Our curricula include College Preparatory Mathematics for Math, STEMScopes for Science, Project Lead the Way for STEM electives, and teacher-created and curated materials for all other subjects.

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Self-Created		0
Mathematics	College Preparatory Mathematics (CPM)		0
Science	STEMScopes	Yes	0
History-Social Science	Self-Created		0
Foreign Language	Self-Created		0
Health	Self-Created		0
Visual and Performing Arts	Self-Created		0
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

## **School Facility Conditions and Planned Improvements**

The latest school inspection was on Dec 2023; no significant facility issues were discovered. The school buildings are in good repair, clean and sanitary. Routine maintenance is being performed, regular preventative maintenance is also being performed. There is no outstanding deferred maintenance at this time.

The school is in good condition. Planned improvements include additional staff and student restrooms along with enhanced security features.

Last updated: 1/26/24

#### **School Facility Good Repair Status**

The latest school inspection was on Dec. 2023; no significant facility issues were discovered. The school buildings are in good repair, clean and sanitary. Routine maintenance is being performed, regular preventative maintenance is also being performed. There is no outstanding deferred maintenance at this time.

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- · Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: 2022

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
<b>External</b> : Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

# **Overall Facility Rate**

Year and month of the most recent FIT report: 2022

Overall Rating Exemplary

Last updated: 1/26/24

# **B. Pupil Outcomes**

# **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

• Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAA] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. Smarter Balanced Summative Assessments and CAA for ELA in grades three through eight and grade eleven.

2. Smarter Balanced Summative Assessments and CAA for mathematics in grades three through eight and grade eleven.

3. California Science Test (CAST) and CAA for Science in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

• **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven taking and completed stateadministered assessment Percentage of Students Meeting or Exceeding the State Standard

Camino Nuevo Charter Academy	- CNCA Regular Bo	ard Meeting - Agenda -	<ul> <li>Tuesday February</li> </ul>	/ 13, 2024 at 4:30 PM
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Subject	School 2021– 22	School 2022– 23	District 2021– 22	District 2022– 23	State 2021– 22	State 2022– 23
English Language Arts / Literacy (grades 3-8 and 11)	60%	73%	41%	41%	47%	46%
Mathematics (grades 3-8 and 11)	20%	25%	27%	29%	33%	34%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAA divided by the total number of students who participated in both assessments.

Last updated: 1/26/24

# CAASPP Test Results in ELA by Student Group for students taking and completed state-administered assessment

Grades Three through Eight and Grade Eleven (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	108	107	99.07%	0.93%	73.83%
Female	45	45	100.00%	0.00%	82.22%
Male	63	62 98.41%		1.59%	67.74%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian					
Black or African American	0	0 0%	0%	0%	0%
Filipino					
Hispanic or Latino	105	104	99.05%	0.95%	74.04%

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	0	0	0%	0%	0%
White					
English Learners	11	10	90.91%	9.09%	
Foster Youth	0	0	0%	0%	0%
Homeless					
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	105	105	100%	0%	74.28%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	13	13	100.00%	0.00%	15.38%

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Test Results in Mathematics by Student Group for students taking

Last updated: 1/26/24

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	108	107	99.07%	0.93%	25.24%
Female	45	44	97.78%	2.22%	18.19%
Male	63	63	100.00%	0.00%	30.16%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian					
Black or African American	0	0	0%	0%	0%
Filipino					
Hispanic or Latino	105	104	99.05%	0.95%	25%
Native Hawaiian or Pacific Islander	0	0	0%	0% 0%	0%
Two or More Races	0	0	0%	0%	0%
White					
English Learners	11	11	100.00%	0.00%	0.00%

## Grades Three through Eight and Grade Eleven (School Year 2022–23)

and completed state-administered assessment

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Foster Youth	0	0	0%	0%	0%
Homeless					
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	105	104	99.05%	0.95%	25.00%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	13	12	92.31%	7.69%	0.00%

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer. Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/26/24

## CAASPP Test Results in Science for All Students Grades Five, Eight and High School Percentage of Students Meeting or Exceeding the State Standard

Subject	School	School	District	District	State	State
	2021–	2022–	2021–	2022–	2021–	2022–
	22	23	22	23	22	23
Science (grades 5, 8, and high school)	16.98%	26.73%	20.02%	20.46%	29.47%	30.29%

Note: Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/26/24

Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements

UC/CSU Course Measure				
2022–23 Pupils Enrolled in Courses Required for UC/CSU Admission	98.00%			
2021–22 Graduates Who Completed All Courses Required for UC/CSU Admission	81.00%			

Last updated: 1/9/24

# **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

• Pupil outcomes in the subject area of physical education

#### California Physical Fitness Test Results (School Year 2022–23) Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
9	94.29%	95.71%	95.71%	95.71%	95.71%

Note: The administration of the PFT during 2021–22 and 2022-23 school years, only participation results are required for these five fitness areas. Note: To protect student privacy, double dashes (--) are used in the table when

the cell size within a selected student population is ten or fewer.

Last updated: 1/24/24

# C. Engagement

# **State Priority: Parental Involvement**

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

• Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

#### **Opportunities for Parental Involvement (School Year 2023–24)**

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 to support our students' social, emotional, and intellectual development. Our goal is to create the strongest possible partnership between home and school 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. Families are also able provide input to school leaders. We further demonstrate our commitment to forging genuine partnerships with all families by offering highquality family services, including a comprehensive family workshop program and case management for families in need.

• Committees - Each school site has several leadership committees that families can join. One of them is the English Learner Advisory Committee (ELAC). Each campus with 21 or more English language learners has this committee. This committee is responsible for advising the principal and staff on programs and services for English language learners. In addition, ELAC assists the school in the development of the school's needs assessment and brainstorms ways to make families/guardians aware of the importance of regular school attendance. The Site Based Council (SBC) or the School Site Council (SSC) is another committee that families can join. It serves as an advisory council to the school site principals. This committee is responsible for reviewing policies and providing feedback on the school's LCAP goals (i.e., School Safety Plan, share resources available to support students & families, the Parent Involvement Policy, Spring and Winter Consolidated Applications, LCAP goals, and the Retention and Culmination policy).

• Annual School Satisfaction Survey - Every year during the winter, parents received a survey to share comments, suggestions, and concerns about the school. Parents can share the areas of the school they feel happiest about, areas that need improvement, and suggestions to improve school-home communication. The survey is divided into different sections: college readiness, family engagement, family support, learning behaviors, school climate, school fit, and technology/communication. Results from the survey are shared with school leaders, parents, teachers, and the Home Support Office. Data from the survey informs school decisions, helps shape the Families as Partners Program, and determines goals for the school year.

• Capacity Building/Family Workshops - Family workshops and special school events and activities are held during the school year. Student and Family Services Coordinators and/or other school leaders facilitate a variety of workshops throughout the year. Topics like SBAC, ELPAC, Mental Health, and college and career readiness, as well as how to successfully transition to middle and high school are covered. Schools also host workshops on how to have successful parent conferences, as student academic progress is monitored during these conferences three times per year (in October, January, and April) and report cards are distributed at this time. At these workshops, parents not only receive sample questions to trigger conversations with teachers, but they also receive information on how to prepare for conferences and how to follow up with teachers afterward. In addition, during the school year, parents are encouraged to reach out to teachers in person and/or via Parent Square if any

questions arise regarding their child's academic achievement. Translators are scheduled beforehand for those teachers who do not speak Spanish.

• Parent and Family Engagement Policy - The Parent and Family Engagement Policy is reviewed and updated annually during an SBC meeting. Principals gather feedback from parents and other members and make edits accordingly. The final version is available in English and Spanish by Student and Family Services Coordinators and can be found at the main office. CNCA has developed a written Title I parental involvement policy with input from Title I parents and Site Base Councils. Each year, CNCA also collects feedback from parents to inform any revisions to the policy that may be necessary. CNCA distributes the policy to parents of Title I students. It is distributed at the beginning of the school year and is available online via the CNCA website.

• School-Parent Compact – The Compact describes the best ways to support families and increase student achievement. It was developed with input from parents to create the strongest possible partnership between home, school, and students to increase academic achievement and success. Parents/guardians are encouraged to complete 15 hours of volunteer service per family per site. Attendance at workshops and school activities, completing city college classes, taking your student to the public library, or enrolling in other community-based education programs counts towards hours of volunteer service. These opportunities offer parents targeted training that empowers and motivates them to seek personal and professional growth opportunities for themselves while advocating for a quality education and life for their students.

• Professional Development/Staff Training – As part of the onboarding process, all new staff attends a week of training, including a session on our Families as Partners Program. New classified and certified staff learn how to build trusting relationships with their families and link learning in the classroom with learning at home. The session highlights how to communicate better, partner with families, and engage them as equal partners in the school community. In addition, the Student and Family Services Coordinators host sessions during Professional Development week about how to engage families in the classroom and gather feedback to plan activities. Each school has a full-time and bilingual Student and Family Services Coordinator.

• School Home Communication - Schools communicate information to families in a culturally sensitive way via the school's website, social media (Facebook/Instagram), and/or Parent Square. Schools also share information via traditional methods like a parent newsletter, robocalls, etc. Student and Family Coordinators have an open-door policy to ensure parents feel comfortable reaching out when they need support for their children and referrals for any social or medical services. All communication with families is done in English and Spanish (or any preferred language for the family), ensuring that any difficult or complicated academic language is clearly explained in a culturally sensitive way. Translators are readily available during parent meetings, conferences, and workshops to ensure understanding and maximize communication.

• Community Partnerships - We leverage the expertise of our community partners, like Promotoras Comunitarias, Breese Foundation, and Central City Neighborhood Partners, to provide services and resources beyond academics.

• Health & Wellness - To serve the whole child and provide a continuum of care, we also provide access to mental health services, case management, community referrals, and parent support groups.

• Community Building - Each school offers opportunities to build community, like parent meetings called Coffee with the Leadership Team (or "Cafecitos"). The goal of the "Cafecitos" is for parents to learn, build community, and get updates about the school. During these monthly parent meetings, school leaders interact with families and parents get an opportunity to share concerns, ask questions, offer suggestions and provide feedback on topics covered. Other events include Open House, Math/Literacy Night, Back to School Night, and an organizationwide Parent Book Club. The annual book club is a unique opportunity for parents to model reading at home, build community with other families, and spend quality time with families from other school sites.

# **State Priority: Pupil Engagement**

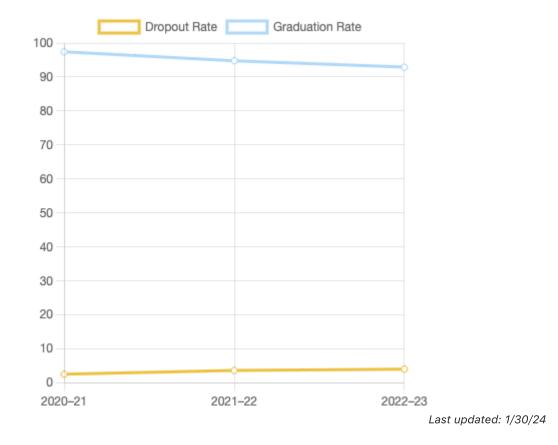
The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

#### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2020– 21	School 2021– 22	School 2022– 23	District 2020– 21	District 2021– 22	District 2022– 23	State 2020– 21	State 2021– 22	State 2022– 23
Dropout Rate	2.6%	3.7%	4.1%	8.1%	7.8%	8.5%	9.4%	7.8%	8.2%
Graduation Rate	97.4%	94.8%	92.9%	83.5%	87.4%	86.1%	83.6%	87%	86.2%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.



# Graduation Rate by Student Group (Four-Year Cohort Rate) (School Year 2022–23)

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	98	91	92.9%
Female	54	52	96.3%
Male	44	39	88.6%
Non-Binary	0.0	0.0	0.0%
American Indian or Alaska Native	0	0	0.00%
Asian	2	2	100%
Black or African American	0	0	0.00%
Filipino	1	1	100%
Hispanic or Latino	94	87	92.6%
Native Hawaiian or Pacific Islander	0	0	0.00%
Two or More Races	0	0	0.00%
White	1	1	100%
English Learners	9	9	100%
Foster Youth	0	0	0%
Homeless	5	5	100%
Socioeconomically Disadvantaged	97	90	92.8%
Students Receiving Migrant Education Services	0.0	0.0	0.0%
Students with Disabilities	14	11	78.6%

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at https://www.cde.ca.gov/ds/ad/acgrinfo.asp.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Last updated: 1/30/24

Chronic Absenteeism by Student Group (School Year 2022–23)

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	507	487	141	29.0%	
Female	230	220	72	32.7%	
Male	277	267	69	25.8%	
Non-Binary	0	0	0	0.0%	
American Indian or Alaska Native	0	0	0	0.0%	
Asian	4	4	1	25.0%	
Black or African American	1	0	0	0.0%	
Filipino	3	3	0	0.0%	
Hispanic or Latino	495	476	140	29.4%	
Native Hawaiian or Pacific Islander	1	1	0	0.0%	
Two or More Races	0	0	0	0.0%	
White	3	3	0	0.0%	
English Learners	98	90	41	45.6%	
Foster Youth	3	3	1	33.3%	
Homeless	9	9	7	77.8%	
Socioeconomically Disadvantaged	498	482	139	28.8%	
Students Receiving Migrant Education Services	0	0	0	0.0%	

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
Students with Disabilities	83	80	33	41.3%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

## **State Priority: School Climate**

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

#### **Suspensions and Expulsions**

Rate	School 2020– 21	School 2021– 22		District 2020– 21	District 2021– 22			State 2021– 22	State 2022– 23
Suspensions	0.21%	2.21%	0.20%	0.00%	0.46%	0.55%	0.20%	3.17%	3.60%
Expulsions	0.00%	0.00%	0.00%	0.00%	0.02%	0.02%	0.00%	0.07%	0.08%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.20%	0.00%
Female	0.00%	0.00%
Male	0.36%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	0.00%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	0.20%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	0.00%	0.00%
English Learners	0.00%	0.00%
Foster Youth	0.00%	0.00%
Homeless	0.00%	0.00%
Socioeconomically Disadvantaged	0.20%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	0.00%	0.00%

#### Suspensions and Expulsions by Student Group (School Year 2022–23)

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Last updated: 1/29/24

School Safety Plan (School Year 2023–24)

?CNHS2 - Dalzell Lance - School Safety Plan 23-24?

Last updated: 1/24/24

# **D. Other SARC information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	67.00		4	5
Mathematics	48.00	4		6
Science	90.00	2		3
Social Science	73.00	1		6

# Average Class Size and Class Size Distribution (Secondary) (School Year 2020–21) (HIGH SCHOOL)

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

# Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	22.00	8	8	1
Mathematics	19.00	10	5	2
Science	29.00	1	10	
Social Science	29.00	2	11	3

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level. Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	25.00	3	5	3
Mathematics	21.00	8	5	1
Science	29.00	1	2	2
Social Science	28.00	2	7	2

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/30/24

#### Ratio of Pupils to Academic Counselor (School Year 2022-23)

	Title	Ratio
Pup	pils to Academic Counselor*	2

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

#### Student Support Services Staff (School Year 2022–23)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1.50
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	0.80
Social Worker	
Nurse	

Title	Number of FTE* Assigned to School
Speech/Language/Hearing Specialist	0.80
Resource Specialist (non-teaching)	
Other	0.40

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2021– 22)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$20077.18	\$6995.54	\$13081.64	\$71153.88
District	N/A	N/A	\$9056.00	\$81337.00
Percent Difference – School Site and District	N/A	N/A		
State	N/A	N/A	\$7606.62	\$87885.00
Percent Difference – School Site and State	N/A	N/A		

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

#### Types of Services Funded (Fiscal Year 2022–23)

Camino Nuevo High #2 supplements the regular day with instruction with afterschool programming, as well as during the summer and on Saturdays when necessary with local community partnerships. Afterschool consists of enrichment activities, homework club, field trips, college readiness, and athletics in volleyball, soccer, softball, basketball, and cheer.

Last updated: 1/24/24

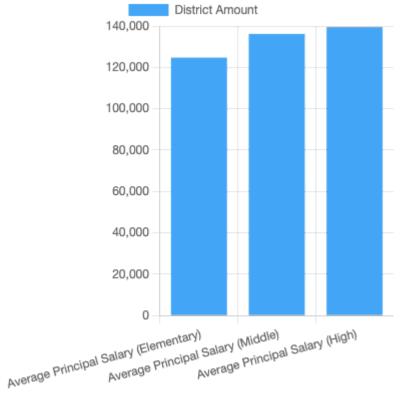
Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48916.00	\$55549.60
Mid-Range Teacher Salary	\$78133.00	\$80702.84
Highest Teacher Salary	\$97008.00	\$109417.68
Average Principal Salary (Elementary)	\$124723.00	\$137703.47
Average Principal Salary (Middle)	\$136178.00	\$143759.63
Average Principal Salary (High)	\$139415.00	\$159020.77
Superintendent Salary	\$440000.00	\$319442.91
Percent of Budget for Teacher Salaries	25.32%	30.35%
Percent of Budget for Administrative Salaries	4.83%	4.87%

#### Teacher and Administrative Salaries (Fiscal Year 2021–22)

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.



Beginning Teacher Salary Mid-Range Teacher Salary Highest Teacher Salary



Last updated: 1/17/24

#### Advanced Placement (AP) Courses (School Year 2022–23)

#### **Percent of Students in AP Courses** 22 %

Subject	Number of AP Courses Offered*
Computer Science	0
English	2
Fine and Performing Arts	2
Foreign Language	1
Mathematics	1
Science	1
Social Science	1
Total AP Courses Offered*	8

\* Where there are student course enrollments of at least one student.

Last updated: 1/10/24

#### **Professional Development**

Includes full days only; additionally teachers have weekly PD for 2 hours each throughout the year

Measure	2021–	2022–	2023–
	22	23	24
Number of school days dedicated to Staff Development and Continuous Improvement	15	15	15

Last updated: 1/26/24

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

# Camino Nuevo Charter Academy #2 2022–23 School Accountability Report Card Reported Using Data from the 2022–23 School Year

# **California Department of Education**

Address:	3400 West 3rd St. Los Angeles, CA , 90020-1605	Principal:	Maria Duarte
Phone:	(213) 736-5542	Grade Span:	K-8

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF web page at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

## **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

## **California School Dashboard**

The California School Dashboard (Dashboard)

https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

# **About This School**

# **Maria Duarte**

Principal, Camino Nuevo Charter Academy #2

#### About Our School -



Camino Nuevo Charter Academy #2 is the Kayne Siart campus of the Camino Nuevo Charter Academy network. We serve 693 students from grades TK – 8 from underserved neighborhoods in Central Los Angeles, including Koreatown, Echo Park, and Rampart Village, with 86.1% of our students being eligible for free or reduced-price meals. Our network'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.

Since opening in 2010, our school has won many awards for improving educational outcomes for children in Koreatown, MacArthur Park, and other surrounding neighborhoods in Los Angeles. The list of awards includes the Grazer Outstanding Achievement in Learning (GOAL) Award, the California Association of Bilingual Education Seal of Excellence Award, the Bright Spot Award from the White House. These honors reflect our commitment to educating a diverse population, particularly English language learners and students with special needs.

Our school in particular is proud of our inclusion program, which ensures that students with disabilities have their academic needs met within the context of the general education setting. Additionally, we have a strong and unique partnership with the Los Angeles Philharmonic for our Youth Orchestra Los Angeles (YOLA) at Camino Nuevo program, wherein our students receive comprehensive music instruction both during and after school. Lastly, we provide comprehensive wellness supports for our families, including workshops, and literacy classes, understanding the critical role they play as their children's first teachers. Throughout each of these programs and strategies, our approach is guided by a foundational belief that we must Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

provide academic and nonacademic supports so that our students can be successful in school, college, and life.

#### Contact —

Camino Nuevo Charter Academy #2 3400 West 3rd St. Los Angeles, CA 90020-1605

Phone: (213) 736-5542 Email: maria.duarte@caminonuevo.org

# Contact Information (School Year 2023–24)

### District Contact Information (School Year 2023–24)

District Name	Los Angeles Unified
Phone Number	(213) 241-1000
Superintendent	Carvalho, Alberto
Email Address	superintendent@lausd.net
Website	www.lausd.net

#### School Contact Information (School Year 2023–24)

School Name	Camino Nuevo Charter Academy #2
Street	3400 West 3rd St.
City, State, Zip	Los Angeles, CA , 90020-1605
Phone Number	(213) 736-5542
Principal	Maria Duarte
Email Address	maria.duarte@caminonuevo.org
Website	http://kaynesiart.caminonuevo.org
County-District- School (CDS) Code	19647330122861

Last updated: 1/24/24

## School Description and Mission Statement (School Year 2023–24)

The Kayne Siart Campus is part of the Camino Nuevo Charter Academy network, a community of high-performing charter public schools that prepares and empowers students for success in college and in life.

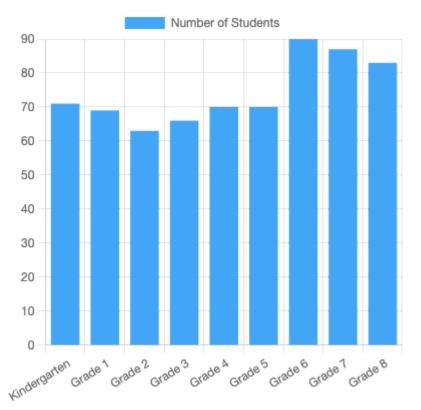
Our K-8 public charter school serves the children and families of the Koreatown area of Los Angeles. Our comprehensive approach integrates academic rigor, community, family, and wellness supports to empower students to thrive in a culturally connected and changing world. Learn more about our approach.

Our 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.

Last updated: 1/24/24

### Student Enrollment by Grade Level (School Year 2022–23)

Grade Level	Number of Students
Kindergarten	71
Grade 1	69
Grade 2	63
Grade 3	66
Grade 4	70
Grade 5	70
Grade 6	90
Grade 7	87
Grade 8	83
Total Enrollment	669



Last updated: 1/26/24

# Student Enrollment by Student Group (School Year 2022–23)

Student Group	Percent of Total Enrollment	Student Group (Other)	Percent of Total Enrollment	
Female	48.00%	English Learners	48.40%	
Male	52.00%	Foster Youth	1.00%	
Non-Binary	0.00%	Homeless	1.80%	
American Indian	0.00%	Migrant	0.00%	
or Alaska Native		Socioeconomically	91.80%	
Asian	0.30%	Disavantaged		
Black or African American	0.00%	Students with Disabilities	18.40%	
Filipino	0.60%			
Hispanic or Latino	97.46%			
Native Hawaiian or Pacific Islander	0.00%			
Two or More Races	0.00%			

# A. Conditions of Learning

# **State Priority: Basic**

White

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

0.75%

#### **Teacher Preparation and Placement (School Year 2020–21)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	25.20	76.52%	22369.20	82.26%	228366.10	83.12%
Intern Credential Holders Properly Assigned	2.00	6.06%	714.60	2.63%	4205.90	1.53%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	3.40	10.58%	1398.60	5.14%	11216.70	4.08%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.90	6.03%	1060.30	3.90%	12115.80	4.41%
Unknown/Incomplete/NA	0.20	0.76%	1651.30	6.07%	18854.30	6.86%
Total Teaching Positions	33.00	100.00%	27194.20	100.00%	274759.10	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

#### **Teacher Preparation and Placement (School Year 2021–22)**

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	27.80	75.32%	23128.20	84.33%	234405.20	84.00%
Intern Credential Holders Properly Assigned	2.00	5.41%	804.50	2.93%	4853.00	1.74%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	5.10	13.84%	1474.90	5.38%	12001.50	4.30%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.00	2.70%	1009.60	3.68%	11953.10	4.28%
Unknown/Incomplete/NA	1.00	2.70%	1009.30	3.68%	15831.90	5.67%
Total Teaching Positions	37.00	100.00%	27426.80	100.00%	279044.80	100.00%

Note: The data in this table is based on full-time equivalent (FTE) status. One FTE equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Last updated: 1/17/24

# Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

Authorization/Assignment	2020– 21 Number	2021– 22 Number
Permits and Waivers	0.00	4.00
Misassignments	3.40	1.10
Vacant Positions	0.00	0.00
Total Teachers Without Credentials and Misassignments	3.40	5.10

Last updated: 11/2/23

### Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

Indicator	2020– 21 Number	2021– 22 Number
Credentialed Teachers Authorized on a Permit or Waiver	1.90	1.00
Local Assignment Options	0.00	0.00
Total Out-of-Field Teachers	1.90	1.00

Last updated: 11/2/23

### **Class Assignments**

Indicator	2020– 21 Percent	2021– 22 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	18.50%	5.4%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	2.60%	0%

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Last updated: 11/2/23

# Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2023–24)

Year and month in which the data were collected: June 2023

All curricular materials at our school are aligned to the California Common Core State Standards, California Frameworks, and/or Next Generation Science Standards. We ensure that all students have access to materials required in print and digital forms. Our curricula include:

- American Reading Company Core (Language Arts)
- Bridges Mathematics (TK-5 Math)
- Ready Common Core Math (6-8 Math)
- STEMScopes (Science)
- Systematic ELD (English Language Development)

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	American Reading Company (ARC) Core	Yes	0
Mathematics	Bridges Mathematics (TK- 5) Ready Common Core Mathematics (6-8)	Yes	0
Science	STEMScopes	Yes	0
History-Social Science	Self-Created		0
Foreign Language			0
Health			0
Visual and Performing Arts			0
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0

Note: Cells with N/A values do not require data.

Last updated: 1/23/24

### **School Facility Conditions and Planned Improvements**

The school campus is in good and safe condition. The school campus was completed in 2014. The campus comprises of 31 classrooms, office spaces, a playground, indoor eating area and is a total of 46,846 sf. Smart board technology has been added to all classrooms. Renovations of classroom window tints, outdoor turf on the play yard had been completed in the spring of 2023. Overall, the school is in good condition. The site is also secured with functioning burglar alarms.

Post installation of turf, decomposed granite was removed and replaced with a cement pad. Future planned improvements include new security cameras.

Camino Nuevo Charter Academy - CNCA Regular Board Meeting - Agenda - Tuesday February 13, 2024 at 4:30 PM

Playground improvements include replacement of the safe soft play surface.

Last updated: 1/26/24

### **School Facility Good Repair Status**

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT	report: November 2023
---------------------------------------	-----------------------

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
<b>External</b> : Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

# **Overall Facility Rate**

Year and month of the most recent FIT report: November 2023

Overall Rating

Exemplary

Last updated: 1/26/24

# **B. Pupil Outcomes**

## **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

• Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAA] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAA items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. Smarter Balanced Summative Assessments and CAA for ELA in grades three through eight and grade eleven.

2. Smarter Balanced Summative Assessments and CAA for **mathematics** in grades three through eight and grade eleven.

3. California Science Test (CAST) and CAA for Science in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

• **College and Career Ready:** The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven taking and completed stateadministered assessment Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2021– 22	School 2022– 23	District 2021– 22	District 2022– 23	State 2021– 22	State 2022– 23
English Language Arts / Literacy (grades 3-8 and 11)	33%	29%	41%	41%	47%	46%
Mathematics (grades 3-8 and 11)	21%	15%	27%	29%	33%	34%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAA divided by the total number of students who participated in both assessments.

Last updated: 1/24/24

# CAASPP Test Results in ELA by Student Group for students taking and completed state-administered assessment

Grades Three through Eight and Grade Eleven (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	466	450	96.57%	3.43%	28.67%
Female	225	221	98.22%	1.78%	33.03%
Male	238	228	95.8%	4.18%	24.45%
American Indian or Alaska Native					
Asian	0	0	0%	0%	0%
Black or African American					
Filipino					
Hispanic or Latino	121	110	90.91%	9.09%	23.64%

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	335	331	98.8%	1.2%	29.6%
White					
English Learners	134	123	91.79%	8.21%	4.06%
Foster Youth					
Homeless	11	11	100.00%	0.00%	9.09%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	423	411	97.16%	2.84%	27.01%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	82	80	97.56%	2.44%	8.75%

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Test Results in Mathematics by Student Group for students taking

Last updated: 1/23/24

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	464	459	98.92%	1.08%	15.03%
Female	225	225	100%	0%	15.11%
Male	239	234	97.91%	2.09%	14.96%
American Indian or Alaska Native					
Asian	0	0	0%	0%	0%
Black or African American					
Filipino					
Hispanic or Latino	120	120	100.00%	0.00%	14.16%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	335	331	98.81%	1.19%	14.81%
White					
English Learners	134	133	99.25%	0.75%	3.01%

## Grades Three through Eight and Grade Eleven (School Year 2022–23)

and completed state-administered assessment

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Foster Youth					
Homeless	11	11	100.00%	0.00%	18.18%
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	424	419	98.82%	1.18%	15.04%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	83	80	96.39%	3.61%	5%

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer. Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only

students who received scores.

Last updated: 1/26/24

### CAASPP Test Results in Science for All Students Grades Five, Eight and High School Percentage of Students Meeting or Exceeding the State Standard

Subject	School	School	District	District	State	State
	2021–	2022–	2021–	2022–	2021–	2022–
	22	23	22	23	22	23
Science (grades 5, 8, and high school)	12.66%	14.65%	20.02%	20.46%	29.47%	30.29%

Note: Science test results include the CAST and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA divided by the total number of students who participated in both assessments.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Last updated: 1/25/24

### CAASPP Test Results in Science by Student Group Grades Five, Eight and High School (School Year 2022–23)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	159	157	98.74%	1.26%	14.65%
Female	73	73	100.00%	0.00%	13.70%
Male	86	84	97.67%	2.33%	15.48%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian	0	0	0%	0%	0%
Black or African American	0	0	0%	0%	0%
Filipino	0	0	0%	0%	0%
Hispanic or Latino	30	30	100.00%	0.00%	6.67%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	129	127	98.45%	1.55%	16.54%
White	0	0	0%	0%	0%
English Learners	34	33	97.06%	2.94%	3.03%
Foster Youth					
Homeless					
Military	0	0	0%	0%	0%
Socioeconomically Disadvantaged	142	141	99.3%	0.7%	11.35%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with	21	21	100.00%	0.00%	4.76%

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Disabilities					

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/25/24

## **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

• Pupil outcomes in the subject area of physical education

#### California Physical Fitness Test Results (School Year 2022–23) Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	97.18%	97.18%	97.18%	97.18%	97.18%
7	97.62%	96.43%	96.43%	95.24%	97.62%

Note: The administration of the PFT during 2021–22 and 2022-23 school years, only participation results are required for these five fitness areas.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/24/24

# C. Engagement

## **State Priority: Parental Involvement**

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

• Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

#### **Opportunities for Parental Involvement (School Year 2023–24)**

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 to support our students' social, emotional, and intellectual development. Our goal is to create the strongest possible partnership between home and school 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. Families are also able provide input to school leaders. We further demonstrate our commitment to forging genuine partnerships with all families by offering highquality family services, including a comprehensive family workshop program and case management for families in need.

• Committees - Each school site has several leadership committees that families can join. One of them is the English Learner Advisory Committee (ELAC). Each campus with 21 or more English language learners has this committee. This committee is responsible for advising the principal and staff on programs and services for English language learners. In addition, ELAC assists the school in the development of the school's needs assessment and brainstorms ways to make families/guardians aware of the importance of regular school attendance. The Site Based Council (SBC) or the School Site Council (SSC) is another committee that families can join. It serves as an advisory council to the school site principals. This committee is responsible for reviewing policies and providing feedback on the school's LCAP goals (i.e., School Safety Plan, share resources available to support students & families, the Parent Involvement Policy, Spring and Winter Consolidated Applications, LCAP goals, and the Retention and Culmination policy).

• Annual School Satisfaction Survey - Every year during the winter, parents received a survey to share comments, suggestions, and concerns about the school. Parents can share the areas of the school they feel happiest about, areas that need improvement, and suggestions to improve school-home communication. The survey is divided into different sections: college readiness, family engagement, family support, learning behaviors, school climate, school fit, and technology/communication. Results from the survey are shared with school leaders, parents, teachers, and the Home Support Office. Data from the survey informs school decisions, helps shape the Families as Partners Program, and determines goals for the school year.

• Capacity Building/Family Workshops - Family workshops and special school events and activities are held during the school year. Student and Family Services Coordinators and/or other school leaders facilitate a variety of workshops throughout the year. Topics like SBAC, ELPAC, Mental Health, and college and career readiness, as well as how to successfully transition to middle and high school are covered. Schools also host workshops on how to have successful parent conferences, as student academic progress is monitored during these conferences three times per year (in October, January, and April) and report cards are distributed at this time. At these workshops, parents not only receive sample questions to trigger conversations with teachers, but they also receive information on how to prepare for conferences and how to follow up

with teachers afterward. In addition, during the school year, parents are encouraged to reach out to teachers in person and/or via Parent Square if any questions arise regarding their child's academic achievement. Translators are scheduled beforehand for those teachers who do not speak Spanish.

• Parent and Family Engagement Policy - The Parent and Family Engagement Policy is reviewed and updated annually during an SBC meeting. Principals gather feedback from parents and other members and make edits accordingly. The final version is available in English and Spanish by Student and Family Services Coordinators and can be found at the main office. CNCA has developed a written Title I parental involvement policy with input from Title I parents and Site Base Councils. Each year, CNCA also collects feedback from parents to inform any revisions to the policy that may be necessary. CNCA distributes the policy to parents of Title I students. It is distributed at the beginning of the school year and is available online via the CNCA website.

• School-Parent Compact – The Compact describes the best ways to support families and increase student achievement. It was developed with input from parents to create the strongest possible partnership between home, school, and students to increase academic achievement and success. Parents/guardians are encouraged to complete 15 hours of volunteer service per family per site. Attendance at workshops and school activities, completing city college classes, taking your student to the public library, or enrolling in other community-based education programs counts towards hours of volunteer service. These opportunities offer parents targeted training that empowers and motivates them to seek personal and professional growth opportunities for themselves while advocating for a quality education and life for their students.

• Professional Development/Staff Training - As part of the onboarding process, all new staff attends a week of training, including a session on our Families as Partners Program. New classified and certified staff learn how to build trusting relationships with their families and link learning in the classroom with learning at home. The session highlights how to communicate better, partner with families, and engage them as equal partners in the school community. In addition, the Student and Family Services Coordinators host sessions during Professional Development week about how to engage families in the classroom and gather feedback to plan activities. Each school has a full-time and bilingual Student and Family Services Coordinator.

• School Home Communication - Schools communicate information to families in a culturally sensitive way via the school's website, social media (Facebook/Instagram), and/or Parent Square. Schools also share information via traditional methods like a parent newsletter, robocalls, etc. Student and Family Coordinators have an open-door policy to ensure parents feel comfortable reaching out when they need support for their children and referrals for any social or medical services. All communication with families is done in English and Spanish (or any preferred language for the family), ensuring that any difficult or complicated academic language is clearly explained in a culturally sensitive way. Translators are readily available during parent meetings, conferences, and workshops to ensure understanding and maximize communication.

• Community Partnerships - We leverage the expertise of our community partners, like Promotoras Comunitarias, Breese Foundation, and Central City Neighborhood Partners, to provide services and resources beyond academics.

• Health & Wellness - To serve the whole child and provide a continuum of care, we also provide access to mental health services, case management, community referrals, and parent support groups.

• Community Building - Each school offers opportunities to build community, like parent meetings called Coffee with the Leadership Team (or "Cafecitos"). The goal of the "Cafecitos" is for parents to learn, build community, and get updates about the school. During these monthly parent meetings, school leaders interact with families and parents get an opportunity to share concerns, ask questions, offer suggestions and provide feedback on topics covered. Other events include Open House, Math/Literacy Night, Back to School Night, and an organizationwide Parent Book Club. The annual book club is a unique opportunity for parents to model reading at home, build community with other families, and spend quality time with families from other school sites.

## **State Priority: Pupil Engagement**

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

#### Chronic Absenteeism by Student Group (School Year 2022–23)

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	723	703	260	37.0%
Female	349	341	125	36.7%
Male	374	362	135	37.3%
Non-Binary	0	0	0	0.0%
American Indian or Alaska Native	1	1	0	0.0%
Asian	2	2	1	50.0%
Black or African American	7	7	1	14.3%
Filipino	4	4	2	50.0%
Hispanic or Latino	705	686	254	37.0%
Native Hawaiian or Pacific Islander	0	0	0	0.0%
Two or More Races	0	0	0	0.0%
White	3	3	2	66.7%
English Learners	359	349	157	44.9%
Foster Youth	5	5	1	20%
Homeless	17	17	10	58.8%

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
Socioeconomically Disadvantaged	684	672	251	37.3%
Students Receiving Migrant Education Services	0	0	0	0.0%
Students with Disabilities	140	139	61	43.9%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

### **State Priority: School Climate**

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- · Other local measures on the sense of safety

#### **Suspensions and Expulsions**

Rate	School 2020– 21	School 2021– 22	School 2022– 23	District 2020– 21	District 2021– 22	District 2022– 23	State 2020– 21	State 2021– 22	State 2022– 23
Suspensions	0.00%	0.82%	0.55%	0.00%	0.46%	0.55%	0.20%	3.17%	3.60%
Expulsions	0.00%	0.00%	0.00%	0.00%	0.02%	0.02%	0.00%	0.07%	0.08%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Last updated: 1/29/24

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.55%	0.00%
Female	0%	0.00%
Male	1.07%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	0.00%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	0.57%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	0.00%	0.00%
English Learners	0.56%	0.00%
Foster Youth	0.00%	0.00%
Homeless	0.00%	0.00%
Socioeconomically Disadvantaged	0.58%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	1.43%	0.00%

#### Suspensions and Expulsions by Student Group (School Year 2022–23)

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Last updated: 1/29/24

School Safety Plan (School Year 2023–24)

?CNCA 2 - Kayne Siart - School Safety Plan 23-24?

Last updated: 1/24/24

# **D. Other SARC information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

# Average Class Size and Class Size Distribution (Elementary) (School Year 2020–21)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	22.00		3	
1	21.00	1	2	
2	24.00		3	
3	24.00		3	
4	31.00		2	
5	30.00		2	
6	28.00	1	18	
Other**	30.00		1	

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2021–22)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	18.00	1	3	
1	16.00	2	2	
2	16.00	4		
3	19.00	2	2	
4	20.00	1	2	
5	22.00	1	2	
6	20.00	13	19	
Other**	24.00		1	

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

\*\* "Other" category is for multi-grade level classes.

# Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21- 32	Number of Classes* 33+
К	24.00	0	3	0
1	23.00	0	3	0
2	21.00	0	3	0
3	22.00	0	3	0
4	27.00	0	2	0
5	29.00	0	4	0
6	14.00	12	5	0
Other**	29.00	0	1	0

\* Number of classes indicates how many classes fall into each size category (a range of total students per class).

#### \*\* "Other" category is for multi-grade level classes.

# Average Class Size and Class Size Distribution (Secondary) (School Year 2020–21) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	37.00			1
Mathematics	29.00		6	
Science	29.00		6	
Social Science	29.00		6	

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	21.00	3	6	
Mathematics	17.00	10	12	
Science	27.00		6	
Social Science	26.00		6	

# Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22) (HIGH SCHOOL)

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level. Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23) (HIGH SCHOOL)

Subject	Average Class Size	Number of Classes* 1- 22	Number of Classes* 23- 32	Number of Classes* 33+
English Language Arts	28.00	0	3	0
Mathematics	28.00	0	5	0
Science	28.00	0	5	0
Social Science	28.00	0	4	0

\* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Last updated: 1/25/24

#### Ratio of Pupils to Academic Counselor (School Year 2022-23)

	Title	Ratio
Ρ	Pupils to Academic Counselor*	0

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Last updated: 1/17/24

#### Student Support Services Staff (School Year 2022–23)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2.00
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	0.80
Social Worker	
Nurse	1.00

Title	Number of FTE* Assigned to School
Speech/Language/Hearing Specialist	0.80
Resource Specialist (non-teaching)	
Other	0.40

\* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2021– 22)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$18272.19	\$8901.80	\$9370.39	\$64989.60
District	N/A	N/A	\$9056.00	\$81337.00
Percent Difference – School Site and District	N/A	N/A		
State	N/A	N/A	\$7606.62	\$87885.00
Percent Difference – School Site and State	N/A	N/A		

Note: Cells with N/A values do not require data.

Last updated: 1/24/24

Last updated: 1/17/24

#### Types of Services Funded (Fiscal Year 2022–23)

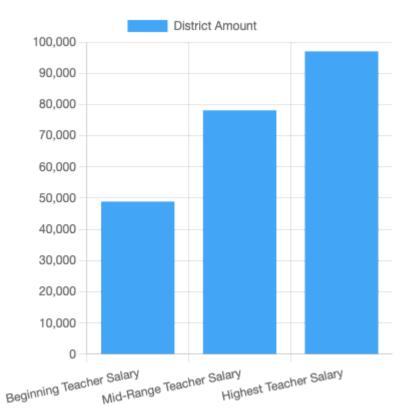
Camino Nuevo Charter Academy #2 offers after-school programming via our Expanded Learning Opportunity Program. Our ELO-P program is structured to provide a safe and supportive environment for our students that meets their developmental, physical, and social-emotional needs. Our program will incorporate elements such as adequate space indoors and outdoors for program services. Indoor areas used for the program will have adequate heat and light, room for storing belongings, and be equipped with materials to enhance learning opportunities. Recreational equipment will be plentiful and safe and under a safety review each quarter, or more often if needed to ensure safety of youth served. All program staff will be trained in safety, first aid, and trauma-informed learning practices as part of their onboarding. Since our afterschool program is located on our campus, we consider the afterschool program an extension of our school day and structure it as such. Offering the program on-site minimizes transportation barriers that could otherwise impact students who would not be able to participate. To enhance student learning we may offer enrichment field trips for students; transportation to and from offsite locations will be provided as part of the program.

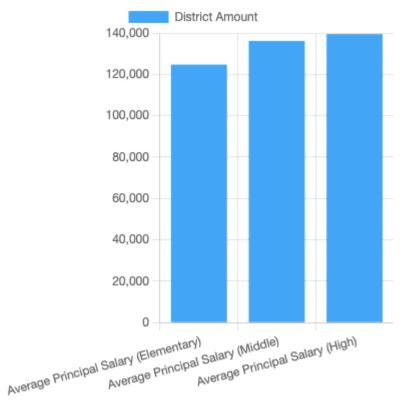
Last updated: 1/24/24

Teacher and Administrative Salaries (Fiscal Year 2021–22)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$48916.00	\$55549.60
Mid-Range Teacher Salary	\$78133.00	\$80702.84
Highest Teacher Salary	\$97008.00	\$109417.68
Average Principal Salary (Elementary)	\$124723.00	\$137703.47
Average Principal Salary (Middle)	\$136178.00	\$143759.63
Average Principal Salary (High)	\$139415.00	\$159020.77
Superintendent Salary	\$440000.00	\$319442.91
Percent of Budget for Teacher Salaries	25.32%	30.35%
Percent of Budget for Administrative Salaries	4.83%	4.87%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.





Last updated: 1/17/24

#### **Professional Development**

Includes full days only; teachers have additional weekly PD for 2 hours each

Measure	2021– 22	2022– 23	2023– 24
Number of school days dedicated to Staff Development and Continuous Improvement	15	15	15

Last updated: 1/26/24

# Coversheet

# Amendment to Mind Body Awareness Agreement 23-24

Section:	V. Contracts
Item:	A. Amendment to Mind Body Awareness Agreement 23-24
Purpose:	Vote
Submitted by:	
Related Material:	Updated 23-24 MBA Independent Contractor Agreement.pdf



#### AMENDMENT

The previously signed contract between Camino Nuevo Charter Academy and Mind Body Awareness Project, approved by the CNCA Board of Directors and signed by the relevant parties in October of 2023, is being amended to reflect an increased scope of work, and therefore increased monetary value. Mind Body Awareness Project will be paid an additional flat rate of \$6,000 for work related to the Professional Development for Expanded Learning staff. The amount will be added to the balance of the previously agreed upon contracted amount of \$105,600 and will be as a single invoice in February 2024.

This additional scope of work includes:

MBA will create two custom trainings to support Camino Nuevo's Success Conference and Celebration Day 3/1/24.

These trainings will cover the following topics:

- Teaching Trauma Sensitive and Culturally Responsive Mindfulness
- Mindfulness and Professional Sustainability

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement and acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

#### **CAMINO NUEVO CHARTER ACADEMY**

Dated:

Rachel Hazlehurst Chief Academic Officer

CONSULTANT

Dated: \_\_\_\_\_

Salina Mae Mind Body Awareness Project



# **Camino Nuevo Charter Academy** INDEPENDENT CONTRACTOR AGREEMENT

I. This Independent Contractor Agreement (hereinafter called "Agreement") is dated this **10th** day of **October**, 2023, by and between Camino Nuevo Charter Academy – (hereinafter called "**CNCA**"), located at 3435 W. Temple Street, Los Angeles, CA 90026, and Mind Body Awareness Project (hereinafter called "**Contractor**").

II. **Description of Mind Body Awareness Project**. In consideration of their mutual covenants, the parties hereto agree as follows: The Mind Body Awareness Project to be provided by **Contractor** pursuant to this Agreement (Mind Body Awareness Project), including details regarding the contact that **Contractor** and its assigns will have with students, are described in

#### Attachment A - Description of Mind Body Awareness Project – (MUST BE COMPLETED AND ATTACHED TO THIS DOCUMENT)

**Contractor** hereby verifies that it is specially trained or experienced and competent to provide the Mind Body Awareness Project required by this Agreement and acknowledges that **CNCA** has entered into this Agreement in reliance on the above verification.

III. **Term of Agreement.** The work specified above will commence on October 16, 2023 and will be completed by June 30, 2024. **CNCA** has no legal obligation to renew this Agreement and the decision to do so shall be entirely within the discretion of **CNCA**.

IV. **Billing.** In consideration of the Mind Body Awareness Project provided, **Contractor** will submit invoices3 times per year. Payment for deposit/installment 1 (50%) will be 30 days after the receipt of the signed/executed Independent Contract which will include the cost of all services agreed to but will not include optional services like (coaching, sustainability sessions, strategic consulting or operations). Payment for installment 2 (25%) will be made 30 days after invoice received no later than February/March 2024 for all services rendered up to this point, minus what has been paid. Payment for the final installment (25%) will be made 30 days after invoice for all remaining services rendered, and will be paid at the rate of \$105,600 per year. The total contract amount will not exceed \$105,600. Payment is due within thirty (30) days of receipt of invoice.

V. Indemnification. **Contractor** agrees to defend, indemnify and hold harmless CNCA, its officers, directors, employees, agents, affiliates, owners, volunteers, successors and assigns from and against any and all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and/or damage to property sustained, or claimed to have been sustained, arising out of any act or omission by **Contractor** or its sub-Contractors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the Mind Body Awareness Project of the **Contractor**, whether authorized by this Agreement or not. **Contractor** further agrees to waive all rights of subrogation against **CNCA**. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of **CNCA** or any of its agents or employees.

VI. Insurance. Contractor shall, at its own expense, procure and maintain at all times it performs any portion of the Mind Body Awareness Project the following insurance with minimum limits equal to the amounts indicated below.
 <u>Minimum Scope of Insurance</u>

- a) Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor**, **CNCA**, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Mind Body Awareness Project. (Form CG 0001 and CA 0001) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.
- b) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Mind Body Awareness Project. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of

employee or employees engaged in performing any portion of the Mind Body Awareness Project under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Mind Body Awareness Project.

- c) *Professional Liability (Errors and Omissions) Insurance*. Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by CNCA.
- d) *Sexual Abuse & Molestation Insurance*. Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.
- 2) Minimum Limits of Insurance
  - i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; \$3,000,000 general aggregate.
  - ii. *Automobile Liability Insurance*: \$1,000,000 combined single limit per accident for bodily injury and property damage; \$2,000,000 general aggregate.
  - iii. *Workers' Compensation and Employers' Liability Insurance*: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
  - iv. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 single limit per claim; \$2,000,000 general aggregate.
  - v. *Sexual Abuse & Molestation Insurance*. \$2,000,000 per claim and in aggregate if this coverage is applicable to the Mind Body Awareness Project provided.
- 3) <u>Claims-Made Forms</u>: If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 4) <u>Deductibles and Self-Insured Retentions</u>: Any deductibles or self-insured retentions must be declared to and approved by CNCA.
- 5) <u>Other Insurance Provisions</u>: The policies shall contain, or be endorsed to contain, the following provisions:
  - a) General Liability and Automobile Liability Coverages
    - i. Contractor's insurance coverage shall be primary insurance with respect to CNCA, its officers, board members, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by CNCA, its officers, board members, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.
    - ii. CNCA, its officers, board members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of **Contractor**; and premises owned, leased, or used by **Contractor**. The coverage shall contain no special limitations on the scope of the protection afforded to CNCA, its officers, board members, officials, employees, agents, or volunteers.
    - iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to CNCA, its officers, board members, officials, employees, agents, and volunteers.
    - iv. Coverage shall state that **Contractor's** insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
  - b) All Coverages
    - i. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to CNCA. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves the reduction of CNCA and CNCA approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to CNCA and CNCA approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only, provided that in no event will a carrier with a rating of B: IX or lower be acceptable.
- 6) Self-Insured Entities: CNCA may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Contractor agrees that it will defend and indemnify CNCA, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Contractor or any other self-insured person or entity, and that it will treat CNCA, including its officers, board members, officials, employees, agents, and volunteers as if it were covered to the same extent as Contractor or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering CNCA for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.
- 7) Evidence of Insurance: Prior to commencing work under this Agreement, **Contractor** shall provide **CNCA** with certificates of insurance evidencing compliance with this section. On request, **Contractor** shall furnish copies of any and/or all of the required insurance policies.

VII. Limitation of CNCA Liability. Other than as provided in this Agreement, CNCA's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall CNCA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Mind Body Awareness Project performed in connection with this Agreement.

VIII. **Non-Discrimination**. **Contractor** shall ensure that no person employed by, associated with, or subcontracted to **Contractor** shall, on the basis of race, color, national origin, age, ancestry, religion, sex, handicap or sexual orientation, or other basis protected by law, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity at **CNCA** and shall ensure its, and its employees' and subcontractors' compliance with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

IX. Interest of Contractor. It is understood and agreed that this Agreement is not a contract of employment between CNCA and Contractor. At all times Contractor shall be deemed to be an independent contractor and is not authorized to bind CNCA to any contracts or other obligations. In executing this Agreement, Contractor certifies that no one who has or who will have any financial interest under this Agreement is an officer or employee of CNCA. Additionally, as the Contractor is not a CNCA employee, Contractor is solely responsible for all employment-related responsibilities for its employees, including but not limited to training, fingerprinting, workers' compensation, etc..

X. Workers' Compensation. Contractor is aware of the laws of the State of California requiring employers to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this Agreement.

XI. Occupational Safety and Health Administration (OSHA). Contractor is aware of OSHA standards and codes as set forth by the U.S. Department of Labor and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verify that all performance under this Agreement shall be in compliance therewith.

XII. **Originality of Services**. **Contractor** agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the **CNCA** and/or used in connection with this Agreement, shall be wholly original to **Contractor** and shall not be copied in whole or in part from any other source, except that submitted to **Contractor** by **CNCA** as a basis for such services.

XIII. License and Authority. Contractor warrants that it will maintain all necessary licenses, registrations, and certifications during the term of this Agreement, and that it is duly authorized to enter into this Agreement by its governing or controlling body. Evidence or copies of all necessary licenses, registrations and certifications must be provided to CNCA.

XIV. **Compliance with Laws**. **Contractor** shall observe and comply with all rules and regulations of the governing board of **CNCA** and all federal, state, and local laws, ordinances and regulations. **Contractor** shall give all notices required by any law, ordinance, rule and/or regulation bearing on the performance of the Mind Body Awareness Project as indicated or specified. If **Contractor** observes that the Mind Body Awareness Project is at variance with any such laws, ordinances, rules or regulations, **Contractor** shall notify **CNCA** in writing, and at the sole option of **CNCA**, any necessary changes to the Mind Body Awareness Project shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon **Contractor's** receipt of a written termination notice from **CNCA**. If **Contractor** performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying **CNCA** of the violation, **Contractor** shall bear all costs arising therefrom.

XV. **Equipment and Facilities**. **Contractor** will provide all necessary equipment and facilities to render its Mind Body Awareness Project pursuant to this Agreement, unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner. Equipment purchased under the provisions of this Agreement by **CNCA** is the property of **CNCA** and shall be used for its intended purpose during the term of this Agreement. An inventory of all equipment purchased under this Agreement shall be maintained. After the term of this Agreement, the equipment shall continue to be the property of **CNCA**.

XVI. Employment of Additional Workers by Contractor. Contractor may, at its own expense, employ additional workers or subcontractors as necessary for the completion of this Agreement and shall maintain workers'

compensation insurance as required by state law. CNCA shall not control, direct, or supervise Contractor's additional workers or subcontractors in the performance of services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or sub-contractors and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. Contractor shall not hire employees of CNCA for performance of this Agreement unless such employment does not conflict with CNCA's personnel policies as determined by CNCA.

XVII. Assignment. Without the prior written consent of CNCA, this Agreement is not assignable by the Contractor, either in whole or in part.

XVIII. **Successors and Assigns**. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. **Governing Law**. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in County of Los Angeles, California.

XX. Withholding. CNCA shall not withhold or set aside any money on behalf of the Contractor for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever. It shall be the sole responsibility of the Contractor to withhold, set aside and account for all of the above.

XXI. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit CNCA, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Mind Body Awareness Project covered by this Agreement. Audit(s) may be performed at any time, provided that CNCA shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

XXII. CNCA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. CNCA may evaluate Contractor in any manner which is permissible under the law. CNCA's evaluation may include, without limitation:

- 1) Requesting CNCA employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
- 2) Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

XXIII. Entire Agreement/Changes or Alterations. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

#### XXIV. Termination.

- 1) <u>For Cause</u>: **CNCA** may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - a) material violation of this Agreement by Contractor;
  - b) any act by Contractor exposing CNCA to liability to others for personal injury or property damage; or
  - c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. If the expenses, fees, and/or costs to CNCA exceed the cost of providing the Mind Body Awareness Project pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to CNCA upon the receipt of CNCA's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to CNCA.
- 2) <u>Without Cause by CNCA</u>: CNCA may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Mind Body Awareness Project satisfactorily rendered to the date of termination. Written notice by CNCA shall be sufficient to stop further performance by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - a) Upon termination, **Contractor** shall provide **CNCA** with all documents produced, maintained, or collected by **Contractor** pursuant to this Agreement, whether such documents are final or draft documents.

XXV. Waiver. No delay or omission by CNCA in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude CNCA from any or further exercise of any right or remedy.

XXVI. **Headings**. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the Agreement.

XXVII. Severability. In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

XXVIII. **Ambiguity**. The parities to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

XXIX. **Copyright**. Any written product produced as a result of this contract shall be a work for hire and shall be the property of **CNCA**.

XXX. Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of services for CNCA, including but not limited to all costs of equipment provided by Contractor, all fees, fines, licenses, bonds and/or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business. CNCA shall be responsible for no expenses incurred by Contractor in performing services for CNCA except as provided by this Agreement.

XXXI. **Privacy, Security, and Confidentiality**. If, in the course of carrying out this Agreement, **Contractor** gathers or processes personal (private) information, **Contractor** shall manage the data in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 U.S.C. Sec. 1232g) and Children's Online Privacy Protection Act (COPPA), and California Education Code sections 49069 to 49079. Examples of personal information include, but are not limited to name, telephone number, email account, address, date of birth, social security number, and student assessment data.

In addition, the Parties shall demonstrate that they have taken specific steps to ensure that data are kept secure and confidential as evidenced by, at a minimum, the following:

- 1) Every employee, volunteer or other person with access to personal information shall sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- 2) Personal data, while being transmitted electronically, shall be encrypted.
- 3) Any repository for the data shall be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.
- 4) Any security breach shall be reported to CNCA in writing within 24 hours of discovery.

XXXII. **Department of Justice (DOJ) Fingerprinting and Tuberculosis (TB) Clearance. Contractor** agrees to adhere to the DOJ fingerprint and criminal background investigation and TB requirements of California Education Code sections 45125.1, et seq., and 49406 and provide an affidavit that certifies that all of its employees that work at CNCA campuses and come into contact with students have appropriate DOJ and TB clearances. Clearances must not be obtained at the expense of CNCA and CNCA shall not reimburse for these expenses. The affidavit must list the following:

- 1) Employee name and CNCA location(s) he/she services;
- 2) Date of criminal background check clearance;
- 3) TB expiration date; and
- 4) Name of Contractor's DOJ custodian of records.

**Contractor's** affidavit must be submitted with high authority per its Organizational Chart (i.e. Owner, Management Team, C-level executive, etc.). The affidavit must be provided to **CNCA** prior to the first day of service. Failure to provide this documentation shall be considered a material breach and can be used as grounds to terminate the contract immediately. **CNCA** may request updated documentation as needed. **Contractor** must take appropriate action to remove any employee whose arrest notification poses a threat to the school population to ensure the safety of **CNCA** students.

XXXIII. Independent Contractor Status. Contractor attests that it is engaged in a separately established bona fide business and is in fact an Independent Contractor in accordance with IRS and EDD requirements. Contractor

understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint ventures of **CNCA**, and are not entitled to benefits of any kind or nature normally provided employees of **CNCA** and/or to which **CNCA's** employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

XXXIV. **Conflict Of Interest**. By signing this Agreement all parties acknowledge and assert that there is no known Conflict of Interest in the execution of this Agreement.

XXXV. **Commencement of Work**. Contractor is not authorized and will not commence any work of this Agreement and **CNCA** will not assume legal, financial or any other obligation for work performed prior to the issuance of an authorizing purchase orders with reference to this Agreement.

## This Agreement, including attachments, constitutes the entire understanding of the parties and any changes or modifications shall be in writing and signed by both parties.

#### Attachments:

- Attachment A Independent Contractor Agreement Description of Mind Body Awareness Project
- Attachment B Fingerprint Affidavit
- □ Attachment C IRS form W9
- □ Attachment D DE542 EDD Report of Independent Contractor
- Attachment E Contractor Evidence of Insurance
- ☐ Attachment F Copies of all applicable licenses, registrations and certifications

#### CONTRACTOR (Corporation

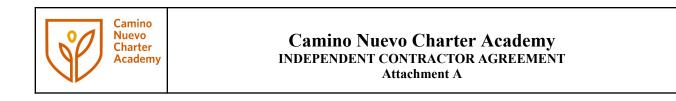
Contractor / Agency Name:		
Address:		
Contractor's Contact Person:		
Title:		
Telephone:	e-mail:	
Signature:		Date:

#### CAMINO NUEVO CHARTER ACADEMY

By Chief Executive Officer / Designee:

#### Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Page 6 of 7 Powered by BoardOnTrack



This document is an attachment to and made a part of, the Camino Nuevo Charter Academy ("CNCA") Independent Contractor Agreement, between CNCA and Mind Body Awareness Project ("Contractor") for the period October, 16, 2023 to June 30, 2024, for CNCA Mind Body Awareness Project.

Indicated below is the specific description of the Mind Body Awareness Project including, but not limited to, essential details of the scope of work, site/locations, milestones and timelines, materials, reports, products, (including details regarding the contact that **Contractor** and its assigns will have with students) to be provided:

#### DETAILED DESCRIPTION OF Mind Body Awareness Project TO BE PROVIDED:



Professional Development	Investment
In this year-long learning community, staff members will develop culturally responsive mindfulness strategies to support the social emotional development of marginalized youth. This program weaves both in-person day-long intensives to engage in experiential mindfulness practices with shorter virtual sessions to integrate learnings and monitor progress.	<ul> <li>3 day long (5 hour) trainings in October, January, and May</li> <li>8 virtual trainings throughout the year (60 minutes)</li> </ul>
<ul> <li>This program covers the following topics:</li> <li>Teaching Trauma Sensitive and Culturally Responsive Mindfulness</li> <li>Building Trauma Sensitive and Mindful</li> </ul>	TOTAL COST=\$41,000

Classrooms <ul> <li>Self-Regulation and Coregulation</li> <li>What is Trauma and How Does it Impact Students?</li> <li>Mindfulness and Professional Sustainability</li> </ul>	
Mindfulness and Nature Connection Retreats	
<ul> <li>These off campus sessions are designed to bring middle and high school students out of the classroom and into local nature. This daylong retreat-like experience gives students an opportunity to drop more quickly into mindfulness and presence and develop their inner and outer leadership. Students will engage in nature based mindfulness practices to ground, center, and self-regulate. Expressive arts activities and reflection exercises give space for students to harvest insights and make better decisions. Away from the school campus, students connect empathetically to their peers with more ease and less judgment.</li> <li>Separated by gender (gender non binary students would participate in with students who identify as female)</li> <li>6-12 students per cohort</li> <li>Lunch included</li> </ul>	4 day long youth retreats retreats TOTAL COST =\$40,000
<ul> <li>Travel Fee</li> <li>One night at a 3 star hotel or equivalent airbnb</li> <li>A daily food stipend</li> <li>A mileage reimbursement or roundtrip flights for 2 facilitators</li> <li>\$1000 per day of engagement</li> </ul>	TOTAL COST=\$7000
Administrative Costs	\$17,600

Grand Total:	105,600
Payment Terms	
Payments to be made in 3 installments.	
• Payment for deposit/installment 1 (50%) will be 30	
days after the receipt of the signed/executed	
Independent Contract which will include the cost of	
all services agreed to but will not include optional	
services like (coaching, sustainability sessions,	
strategic consulting or operations).	
• Payment for installment 2 (25%) will be made 30	
days after invoice received no later than	
February/March 2024 for all services rendered up to	
this point, minus what has been paid.	
• Payment for the final installment (25%) will be	
made 30 days after invoice for all remaining services	
rendered.	

## Coversheet

## Think Together Agreement 23-24

Section: Item: Purpose: Submitted by: Related Material: V. Contracts B. Think Together Agreement 23-24 Vote

CNCA MOU for NID services FY24 (1&3).pdf

Memorandum of Understanding Camino Nuevo Charter Academy

#### MEMORANDUM OF UNDERSTANDING Between Camino Nuevo Charter Academy And Think Together, Inc.

The Memorandum of Understanding (MOU) that follows is a formal agreement between Camino Nuevo Charter Academy (herein referred to as CNCA) and Think Together to provide non-instructional day services for the 2023/24 school year. The goal of Think Together programs is to provide the highest quality expanded learning programming to students within the CNCA in an effort to help close the achievement gap.

#### **SCOPE OF WORK**

Think Together will provide non-instructional day services up to 200 students at both the Burlington (CNCA #1) and Castellanos (CNCA #3) campuses, a total of 400 students for an additional three hours per day above the non-instructional days funded through 21st Century Community Learning Centers services over 15 program days and up to nine hours per day over 15 program days. Think Together will assign 22 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20). Each site will be supervised by a Site Coordinator, supported by an Assistant Site Coordinator. Think Together will pay for all field trip experiences and consumables supplies required to deliver the services. Think Together will apply a 15% administrative fee.

#### PRICING

CNCA shall pay to Think Together a fee of **\$347,916** (THREE HUNDRED FORTY-SEVEN THOUSAND, NINE HUNDRED SIXTEEN DOLLARS) to deliver the services describe above. Think Together shall invoice CNCA in three installments: the first on November 1, 2023, equal to 25% of the total fee, the second on March 1, 2024, equal to 25% of the total fee, and the third on May 1, 2024, equal to 50% of the total fee.

#### TERM

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU, but not later than June 30, 2024.

#### **TERMINATION**

Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the CNCA makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, CNCA must provide Think Together with a written request to cure the default. If the CNCA reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the CNCA shall have the right to immediately terminate this MOU upon written notification to Think Together.

If at any time during the performance of this MOU the CNCA determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the CNCA shall have the right to terminate the performance of Think Together's services hereunder by giving thirty (30) days written notification to Think Together of its intention to terminate.

#### **INDEMNIFICATION**

Think Together shall indemnify, pay for the defense of, and hold harmless CNCA and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless CNCA of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The CNCA shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the CNCA's negligent or willful acts and/or omissions in relation to this MOU.

#### SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

#### INDEPENDENT CORPORATION STATUS

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

#### **CALIFORNIA LAW**

This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

#### AMENDMENT

This MOU may be amended only by written instrument signed by duly authorized representatives of the CNCA and Think Together.

#### SEVERABILITY

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Think Together, Inc. and the Camino Nuevo Charter Academy have executed this Memorandum of Understanding as of the dates indicated below.

Camino Nuevo Charter Academy

Randy Barth CEO & Founder Think Together, Inc

Date

Date

## Coversheet

## Math Yogis Agreement

Section:V. ContractsItem:C. Math Yogis AgreementPurpose:VoteSubmitted by:Kelated Material:Math Yogis High-Dosage Tutoring Board Document FINAL.pdfCamino Nuevo Tutoring Contract DNMG DBA Math Yogis 2.2.2024 FINAL.pdf

# Crunch Time Math Tutoring by The Math Yogis





## The Math Yogis

Healthy and Effective Math Educators – Excited and Educated Math Students

## The Math Yogis and Camino Nuevo Charter Academy Partnership Overview



### Crunch Time Math Tutoring Work Order - Camino Nuevo Charter Academy

Camino Nuevo Charter Academy	/ – Burlington Campus -110 hours

Camino Nuevo Charter Academy #3 – Jose A. Castellanos Campus – 110 hours

Camino Nuevo Charter Academy #3 – Jane B. Eisner Campus – 110 hours

Work Description	Rate for Each	Number	Total
	School	of	
		Schools	
Two tutors a session. Groups of 4 – 8 students.	\$24,000	3	\$72,000
Insurance, Compliance, Legal, On-Site Supervision, and Risk Management	\$6650	3	\$19,950
Subtotal	\$30,650		\$91,950
Camino Nuevo Charter Academy #4 – Sandra Cisr	heros Campus 60 ho	urs	
Camino Nuevo High School #2 – Dalzell Lance Ca	mpus – 60 hours		
Work Description	Rate for each	Number	Total
	school	of	
		Schools	
Two tutors a session. Groups of 4 – 8 students.	\$14,000	2	\$28,000
Insurance, Compliance, Legal, On-Site	\$4025	2	\$8,050
Supervision, and Risk Management			
Subtotal	\$18,025		\$36,050
FINAL TOTAL COST			\$128,000

More information on the program: https://themathyogis.com/high-dosage-tutoring/



#### **Context and Background**

For decades, families with means have hired tutors when their children fall behind in school. This makes sense given that tutoring consistently ranks among the most effective evidence-based interventions for students struggling in math. However, for students from lower income families, finding the time, space and means for tutoring can be challenging regardless of its impact.

<u>A review</u> of almost 200 studies found that high-dosage tutoring – delivered more than three days per week or at a rate of at least 50 hours over 36 weeks — is one of the few school-based interventions with demonstrated large, positive effects on both math and reading.

With pandemic-related disruptions to learning and "learning loss," educators and schools need something ambitious to meet the magnitude of this challenge. While this remains a widespread challenge that many schools and districts face, the issue of learning loss is more acute in high-poverty schools, as well as for Black and Latinx students.

If there is a single silver lining, it is that the pandemic has crystallized the need for better support in students' math education. While Tier I instruction is the most important component of learning, it cannot, even at its best, accelerate student achievement quickly enough. It demands more in the name of equity.

Rigorous research provides strong evidence that High-Dosage Tutoring can produce large learning gains for a wide range of students, including those who have fallen behind academically.



#### Math Yogis High-Dosage Tutoring

High-Dosage tutoring is one <u>of the few interventions with a demonstrated benefit</u> and while it would be quite the lift to provide this type of tutoring for every single student throughout the year, Math Yogis High-Dosage Tutoring builds on research and strong methodology to provide high-dosage tutoring services that leverages and maximizes the school's time, space, and resources.



The Math Yogis leverage research, years of experience in schools, and a proven design methodology to craft a small group tutoring experience that accelerates student learning.



### Data-Driven

Utilizing data for crunch time tutoring that prioritizes students that are "almost" at grade level and would benefit the most from intensive support.



#### Accountability

A formulated tutoring scope and sequence with an emphasis on priority standards based on interim assessment results and



## **Relationships and Care**

High-Dosage Tutoring comes to your schools to provide in-person tutoring directly for your students.

Math Yogis High-Dosage Tutoring <u>adheres to these research-based features</u> of high-dosage tutoring that have been proven to have positive effects on student outcomes.

Frequency	Tutoring involves three or more sessions per week with sessions that last for about 30-60 minutes per day, for at least ten weeks.
Group Size	Group size matters: three to four students at a time (moving beyond this number can quickly become small group instruction, which is less personalized and requires a higher degree of skill to do well).
Tutor Personnel and Accountability	Math Yogi tutors are paid and provided with training and ongoing support around instructional techniques, social emotional learning, and cultural competency. They are vetted through a hiring process that requires tutors have the prerequisite content knowledge, as well as the necessary mindsets to tutor young people. They also receive constant feedback and coaching to ensure students have a high quality experience.
Focus on the Standards & Acceleration	The use of high-quality instructional materials that align with grade-level standards: specifically, materials from Eureka, Illustrative Math, and from the CAASPP portal/Tools for Teachers. Instruction is supplemental and focused on acceleration, not remediation.
Relationships	Consistent tutor/ student matches that prioritize building relationships and leverage the experiences of tutors who provide instruction that are distinct from their classroom education.

4



Data Prioritization	Tutoring scope and sequence will be formulated based on interim assessment results and priority standards that need to be emphasized. For crunch time tutoring, it is important to prioritize students that are "almost" at grade level and would benefit the most from intensive crunch-time tutoring.
Scheduling	Tutoring interventions conducted during the school day tend to result in greater learning gains than those that are after school or during the summer. Providing tutoring during school increases the likelihood that students will attend their tutoring sessions and facilitates a more academic-focused culture.
Format	In-person tutoring has been the most effective format for high-dosage tutoring and more advantageous for relationship building than virtual or online tutoring.

In order for Math Yogis to adhere to these research-based features and provide high-impact high-dosage tutoring, partner schools will commit to:

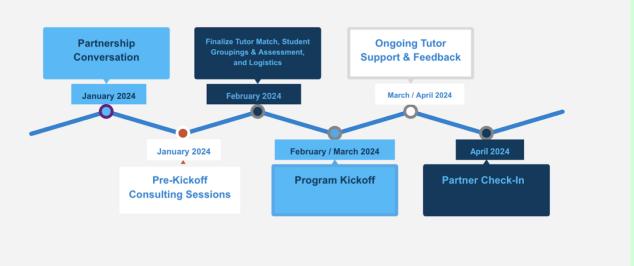
- Providing dedicated intervention time and sacred space to make the paid hours.
- Communicating expectations and commitments to key stakeholders: teachers, families, students, and staff
- Engaging in open communication/dialogue and share interim assessment student data, bell schedules, and key curricular resources such as pacing maps and plans
- Already engaging in regular and consistent interim assessments and have validated student data to analyze (before March)





#### Partnership & Program Timeline

## Partnership and Program Timeline



#### **About Math Yogis**

Math Yogis are guided by the following principles:



#### **Data-Driven**

- Math equity means student learning and achievement that show up in the the results (data)
- Focus on using interim assessment data (ICA, IAB) to inform and drive network/school/classroom practice
- Grounded in research-based and standards-aligned mathematical practices



#### Accountability

- Alignment of services with mathematical content specifications of summative assessments
- Utilization of reputable and vetted math curricula and resources to drive professional learning, classroom observations, and high-leverage feedback



#### Relationships & Care - "Be Good to Yourself"

- Balance of teaching mathematics effectively while prioritizing educator self-care
- Does the work alongside educators and leaders: as a former school leader, Nick knows the importance of building relationships through doing the work and active learning: he conducts demo labs, walkthroughs, live coaching, data analysis, direct teacher coaching, as well as building capacity in network leaders



#### Math Yogis Case Studies of Impact

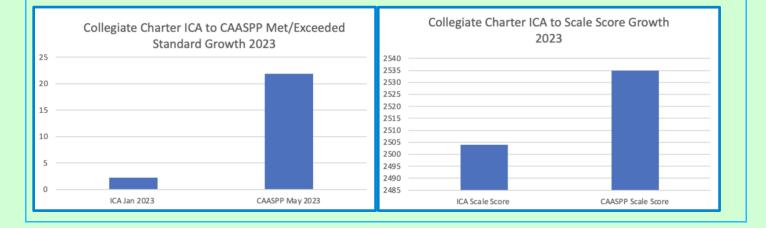


#### Focus – High Dosage Tutoring

During the Spring of 2023, two twin issues occurred at Collegiate Charter School: 1. Low Interim Comprehensive Assessment (ICA) scores that reflected pandemic era achievement. 2. The Algebra II teacher who has most of the juniors, and thus the students testing for the CAASPP, went on family leave for eight weeks due to a personal emergency. During this time, Collegiate did something unique which was hiring a math tutor specifically charged with pulling students for high dosage small group tutoring. Based on ICA data, the tutor re-taught concepts (and at times, first taught) concepts to selected kids who were either "nearly met" on the ICA, or highly motivated to improve their math skills. The result was positive. A near 20 percent jump in students who met standard. This includes a nearly 60 point scale score jump of students that were pulled for tutoring.

#### (1) ICA January 2023: 2.2, CAASPP May 2023: 21.88

(2) ICA Scale Score January 2023: 2504, CAASPP Scale Score May 2023: 2535







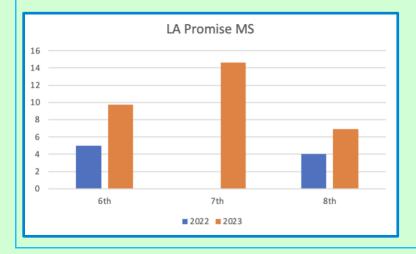
Focus – Full Content Support including math intervention and small group tutoring

The following Math Yogis core services and targeted support were provided to LA Promise Middle School in the 2022-23 school year.

- Professional Development at the Summer Teachers Conference aligned to SY 22-23 priorities.
- Leading monthly Content Team PD
- Participating in classroom observations and debriefs with school leaders and Chief Academic Officer on a monthly basis.
- Differentiated coaching and support. (lesson/unit planning, analyzing data, modeling lessons, etc).
- Collaborating with principals to identify coaching needs and support progress monitoring
- Intervention and small group math pull out

There were marked percent increases in all three grades of students meeting standard especially in the 7th grade:

	6th	7th	8th
2022	5	0	4.05
2023	9.76	14.64	6



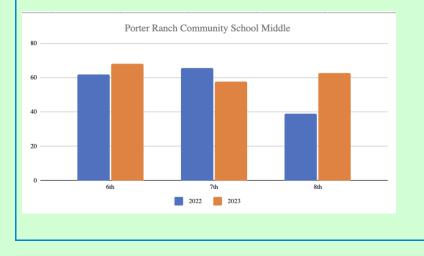




Focus – curriculum implementation of standard aligned materials

Math Yogi services were provided to Porter Ranch Community School post-COVID for curriculum implement support –specifically around lesson execution and pacing. To make things challenging, a 6th grade teacher was out on leave and a 7th grade teacher quit early in the school year. With that said, Math Yogis implemented 1. multiple demo cycles. 2. Analysis of IAB data and proper response. 3. Planning meetings with both substitute teachers and grade level teachers and all led to data dramatically increasing school wide and in two out of three grade levels. **4. Strategic math review with select students during advisory.** 

	6th	7th	8th
2022	61.72	65.72	38.88
2023	68	57.6	62.61



For more case studies of impact and testimonials, please visit www.themathyogis.com.



#### **CONTRACTOR AGREEMENT**

This Math Education Contractor Agreement (this "<u>Agreement</u>") is made as of February 14, 2024, between Camino Nuevo Charter Academy (the "<u>Client</u>") located at 3435 W. Temple Street Los Angeles, CA 90026, and DR. NICK THE MATH GUY, LLC., a California S Corporation (the "<u>Contractor</u>") that Does Business As (DBA) in Los Angeles, California as "The Math Yogis." Located at 5103 Onaknoll Avenue, Los Angeles, CA 90043.

1. <u>Contractor Relationship</u>. During the Term (as defined below) of this Agreement, Contractor will provide the Client tutoring for enrolled students as agreed upon in **Exhibit A** (including any notes incorporated by reference) (hereinafter collectively "<u>Services</u>"). Contractor represents they have the qualifications, the experience and the ability to properly perform the Services. Contractor shall use his best efforts to perform the Services such that the results are satisfactory.

2. <u>Fees</u>. As consideration for the Services to be provided by Contractor and other obligations, Camino Nuevo Charter Academy shall pay the Contractor \$128,000 as specified in **Exhibit A**. Payment is due within thirty (30) days of invoice.

3. **Expenses.** Contractor shall be responsible for his own expenses related to his Services.

#### 4. <u>Term and Termination</u>.

(a) *Term.* The term of this Agreement shall last for as long as is agreed upon between Client and Contractor and memorialized in **Exhibit A** (or any Contractor notes attached thereto).

(b) *Termination (Material Breach).* Either Party may terminate this Agreement with no further obligations to the other, by delivering written notice of termination to the other Party, only if there is a material breach of the terms herein, and such breach has not been cured within five (5) calendar days after written notice thereof.

(c) *Effect of Termination -Notwithstanding Contractor Refund & Cancellation Policy stated in Section 2.1*, after the termination of this Agreement or the expiration of the Term, the Client shall pay the Consultant for any portion of the Services that have been performed prior to the termination in accordance with Consultant's hourly rate stated in **Exhibit A**.

5. <u>Independent Contractor</u>. The parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or employment relationship between the parties.

6. <u>Method of Provision of Services</u>. Contractor shall be solely responsible for determining the method, details and means of performing the Services. Contractor may, at his own expense, employ or engage the services of such employees (tutors), subcontractors, partners or agents, as he deems necessary to perform the Services (collectively, the "<u>Assistants</u>"). The Assistants are not and shall not be employees of Dr. Nick the Math Guy LLC., and Contractor shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to Dr. Nick.

(a) *No Authority to Bind Dr. Nick the Math Guy LLC.* Client acknowledges and agrees that Contractor and his Assistants have no authority to enter into contracts that bind Dr. Nick or create obligations on the part of Dr. Nick without the prior written authorization of Dr. Nick the Math Guy LLC.



(b) *No Benefits.* Client acknowledges and agrees that Contractor and his Assistants shall not be eligible for any Dr. Nick the Math Guy LLC employee benefits and, to the extent Contractor otherwise would be eligible for any Dr. Nick employee benefits but for the express terms of this Agreement, Contractor (on behalf of himself and his employees) hereby expressly declines to participate in such Dr. Nick the Math Guy LLC. employee benefits.

(c) *Withholding; Indemnification.* Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor or his Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Contractor agrees to indemnify, defend and hold Dr. Nick harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on Dr. Nick by the relevant taxing authorities with respect to any compensation paid to Contractor or his Assistants.

7. **Supervision of Contractor's Services.** All of the services to be performed by Contractor, including but not limited to the Services, will be as agreed between Client and Dr. Nick the Math Guy LLC. Client will be required to report to Dr. Nick concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of both parties.

8. <u>Non-Circumvent</u>. Notwithstanding anything to the contrary in this Agreement, Client agrees any transaction or disclose any trade secret information that will interfere with, or deprive The Contractor of the business opportunities disclosed pursuant to this Agreement.

9. **Confidential Information.** During the Term and for an indefinite period of time thereafter, all proprietary and confidential business, marketing, technical, and/or other information, disclosed to a Party (the "Receiving Party") by the other (the "Disclosing Party") hereunder, which the Receiving Party should reasonably have known to be confidential information at the time of disclosure or which is marked as "confidential" at the time of disclosure, or, if disclosed or obtained orally or visually (or otherwise in a non-written form), which was described by summary in writing or otherwise in a tangible form by the Disclosing Party as confidential and forwarded to the Receiving Party within thirty (30) days of such disclosure (collectively, "Confidential Information"), shall be deemed to be confidential and shall be treated as such by the Receiving Party and shall not be disclosed or used in all or in part by the Receiving Party to any third Person, except as expressly permitted by this Agreement and shall be used only for the purposes of this Agreement. The mutual obligations of confidentiality under this Section 9 shall not apply to any information to the extent that such information is:

- independently developed by such Party as documented by prior written records outside the scope and not in violation of this Agreement;
- legally in the public domain at the time of its receipt or thereafter legally becoming part of the public domain through no fault of the Receiving Party;
- received without an obligation of confidentiality from a Person having the right to disclose such information; or
- released from the restriction of this Section 9 by the expressed written consent of the Disclosing Party.

10. <u>Conflicts with this Agreement</u>. Contractor represents and warrants that neither Contractor nor any of his Assistants is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants that Contractor's performance of all the terms of this Agreement will



not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor warrants that Contractor has the right to disclose and/or or use all ideas, processes, techniques and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to Dr. Nick or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor agrees that Contractor shall not bundle with or incorporate into any deliveries provided to the Dr. Nick the Math Guy LLC. herewith any third-party products/rights, intellectual property, ideas, processes, or other techniques, without the express, written prior approval of Dr. Nick the Math Guy LLC. Contractor represents and warrants that Contractor has not granted and will not grant any rights or licenses to any intellectual property that would conflict with Contractor's obligations under this Agreement. Contractor will not knowingly infringe upon any copyright, trademark, trade secret, patent or other property right of Dr. Nick the Math Guy LLC., former employer or third party in the performance of the Services.

11. **Insurance**. Contractor shall, at its own expense, procure and maintain at all times it performs any portion of the tutoring.

a) *Commercial General Liability and Automobile Liability Insurance*. Commercial General Liability Insurance and Automobile Liability Insurance that shall protect **Contractor**, **Client**, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments. Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.

b) *Workers' Compensation and Employers' Liability Insurance*. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Tutoring. In accordance with provisions of section 3700 of the California Labor Code, **Contractor** shall be required to secure workers' compensation coverage for its employees.

c) *Professional Liability (Errors and Omissions) Insurance*. Professional Liability (Errors and Omissions) Insurance against loss due to error, omission or malpractice, unless waived in writing by **the client**.

d) *Sexual Abuse & Molestation Insurance*. Sexual Abuse & Molestation Insurance covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action, or liability associated with child molestation or sexual abuse.

#### Limits of Insurance

i. *Commercial General Liability Insurance*: \$1,000,000 combined single limit per occurrence for bodily

injury, personal injury, and property damage; \$2,000,000 general aggregate.

ii. Workers' Compensation and Employers' Liability Insurance: Workers' compensation limits as required

by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

- iii. *Professional Liability (Errors and Omissions) Insurance*: \$1,000,000 single limit per claim; \$1,000,000 general aggregate.
- iv. *Sexual Abuse & Molestation Insurance*. \$1,000,000 per occurrence or unlawful act; \$3,000,000 general aggregate/policy limit



#### 12. Miscellaneous.

(a) <u>Governing Law</u>. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

(b) **Binding Mediation.** The Parties shall attempt in good faith to resolve any dispute arising under this Agreement. If the Parties are unable to resolve the dispute within a reasonable period, then the dispute shall be finally settled by binding mediation in Los Angeles, California in accordance with the Commercial Rules of the American Arbitration Association. The cost for mediation shall initially be split evenly among the parties. The mediation shall be conducted by one mediator appointed in accordance with said rules. The mediator shall apply California law to resolve any dispute. The award rendered by the mediator may include costs of mediation, reasonable attorneys' fees, and costs for witnesses. Judgment on the award rendered by the mediator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel mediation, in accordance with this paragraph, without breach of this mediation provision.

(c) <u>Entire Agreement</u>. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(d) <u>Amendments and Waivers</u>. No modification of or amendment to this Agreement, nor <u>any</u> waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(e) <u>Successors and Assigns</u>. No party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the other party.

(f) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Contractor's records.

(g) <u>Severability</u>. If one or more provisions of this Agreement are held to be\_unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.



(i) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

(j) **Electronic Delivery.** The Parties agree to deliver any documents related to this Agreement or any notices required by applicable law by email or any other electronic means. The Parties hereby consent to (i) conduct business electronically; (ii) receive such documents and notices by such electronic delivery; and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by a third party mutually agreed to by the Parties.

The parties have executed this Agreement as of the date first written above.

#### DR. NICK THE MATH GUY, LLC

By: \_\_\_\_\_

Print Name/Title: Neeraj Satyal, Principal Contractor/CEO

Date: \_\_\_\_\_

**Camino Nuevo Charter Academy** 

By: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

#### DESCRIPTION OF CONTRACTOR SERVICES

Contractor shall provide the following Services at a minimum cost of \$121,000 to the services below.

INITIALS: \_\_\_\_\_

Crunch Time Math Tutoring Work Order - Camino Nuevo Charter Academy

Camino Nuevo Charter Academy #3 – Jane Work Description	Rate for Each	Number	Total
	School	of	
		Schools	
Two tutors a session. Groups of $4-8$ students.	\$24,000	3	\$72,000
Insurance, Compliance, Legal, On-Site Supervision, and Risk Management	\$6650	3	\$19,950
Subtotal	\$30,650		\$91,950
Camino Nuevo Charter Academy #4 – Sand Camino Nuevo High School #2 – Dalzell Lar			
Work Description	<b>Rate for each</b>	Number	Total
	school	of Schools	
Two tutors a session. Groups of $4 - 8$ students.	\$14,000	2	\$28,000
Insurance, Compliance, Legal, On-Site Supervision, and Risk Management	\$4025	2	\$8050
Subtotal	\$18,025		\$36,050

## Coversheet

## **BUR** Conexion

Section: Item: Purpose: Submitted by: Related Material: VI. BUR Conexion A. BUR Conexion Vote

BUR Conexion Update Feb Board Meeting.pdf



## Camino Nuevo Charter Academy Board Meeting 2/13/2024

Camino Nuevo Burlington 5-12 SE VIEW





Camino Nuevo Charter Academy

PLAYGROUND UPGRADE AT 697 BURLINGTON

Powered by BoardOnTrack



FOR KIDS AGES 5-12

R5

# Context

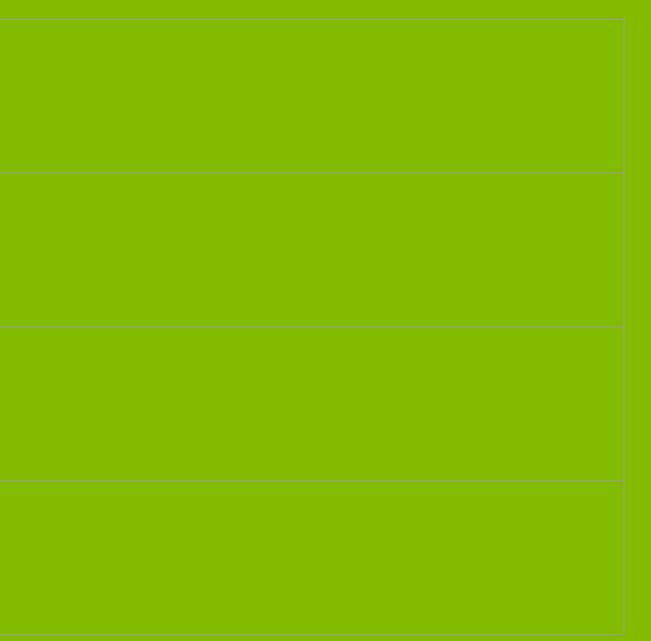
- As part of a January 2023 Burlington CDE ESSER II funding for 697 Playground improvements
- This is part of a large Burlington Campus improvements that include a new walkway through the Campus
- **RFP bidding process has begun !**
- This is part of a large Burlington Campus improvement plan that include a new walkway through the Campus through the rear part of 669 "Yellow House" and into 661 "Bur Central"
- Intention of the project- To continue a strong and safe legacy for the **Burlington Campus**
- Improved health safety measures for students







BUDGET BREAKDOWN	
Total ESSER II APPROVED	\$900,000
CNCA BUR GENERAL BUDGET from Deferred Maintenance	\$100,000





CMU BLOCK WALL

## Option 1



CAST IN PLACE CONCRETE SEATING



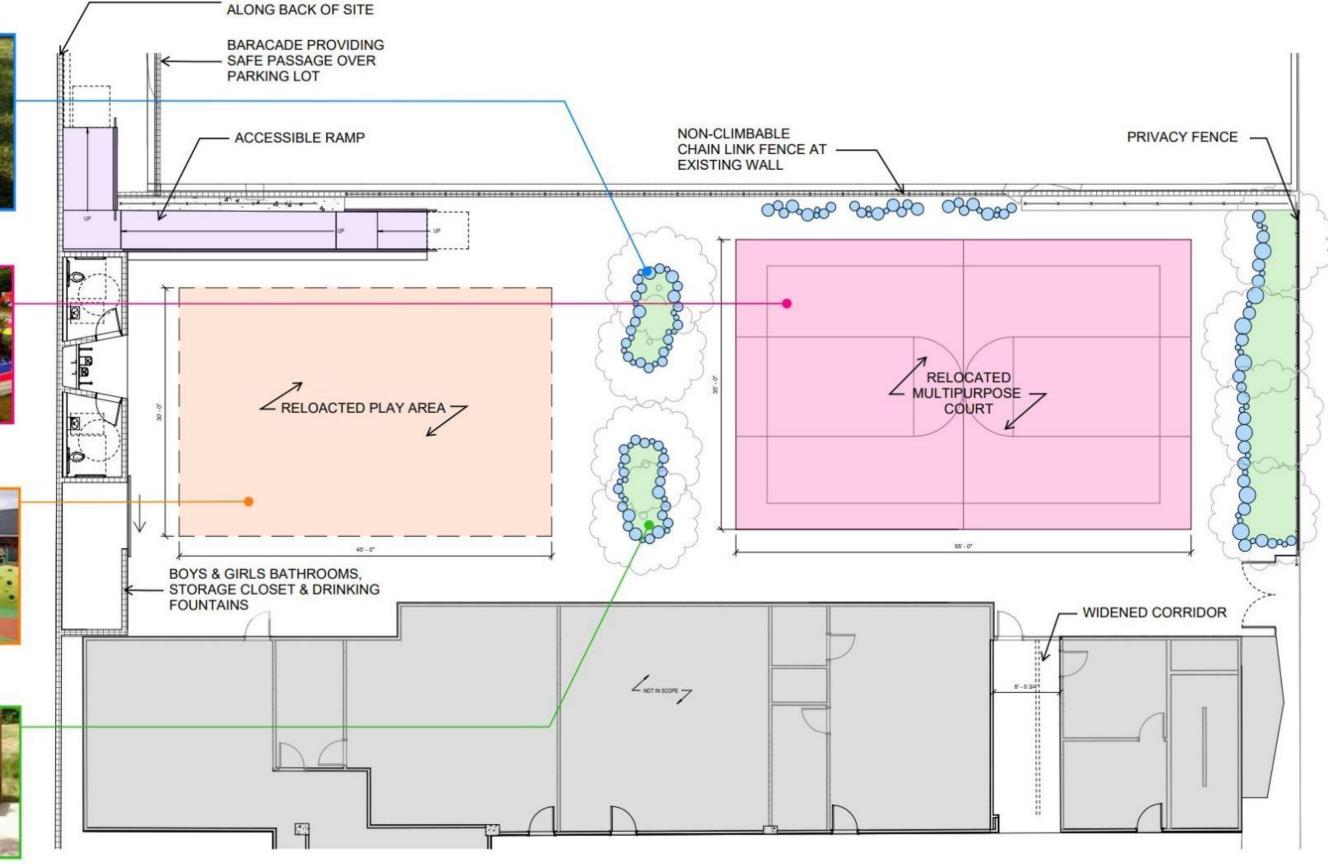
OUTDOOR MULTIPURPOSE COURT



PLAYGROUND SURFACING



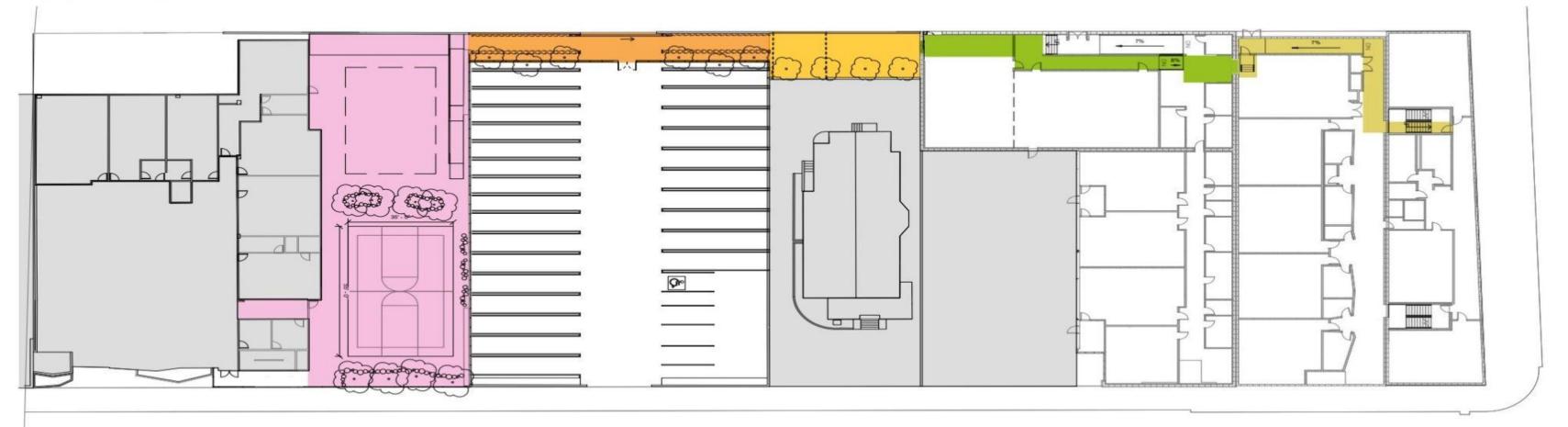
CAST IN PLACE CONCRETE PLANTER







## **New Campus Connection Route** Scope Overview



## **CNCA Elementary School & Play Yard**

**Resurface Play Yard** 

New fence along Burlington to match Preschool fence New restrooms and storage area New Block wall along Alley with drop off gate New Ramp from Play Yard to adjacent school Parking Lot Widen existing corridor through Elementary School New Shade structure over play equipment New Chainlink fence between Play Yard and Parking Lot.

## **CNCA** Parking Lot

Remove (8) parking spaces and regrade / resurface Plant (6) trees to provide shade Construct low concrete protection wall with chainlink above

### 669 Burlington

Demo existing garage New block wall Regrade / resurface Plant (4) trees to provide shade

#### **CNCA** Preschool

Block up (E) Dance Studio doorway to Alley Provide (N) egress door to walkway behind 669 Burlington Partially demo (E) Dance Studio wall and construct interior partition to provide egress route

## **CNCA Middle School**

Demo (E) Janitors Closet Block up (E) egress doorway to Alley Construct (N) ramp from Middle school to Preschool New doorway between Preschool and Middle School Construct partition between new connection route and Learning Resource Room 013



Windows

## LOOKING AHEAD 2024...

- Jan. 2024 NEW Play Equipment was approved by CNCA board
- Expected in July 2024
- March 2024- "Yellow House" construction is expected to begin. Pending GNLA board approval
- Construction Contractor bids will be selected at the April CNCA Board meeting
- May 2024- 697 Burlington Playground construction to begin
- Relocating summer school to 653 Burlington Upper Campus
- Playground expected to reopen by August 2024
- This is a multiphase project



## Coversheet

## E-Rate Bid and Vendor Selection

Section: Item: Purpose: Submitted by: Related Material: VII. E-Rate Bid and Vendor Selection A. E-Rate Bid and Vendor Selection Vote

CNCA Bid Evaluation.pdf CN24-Bid Evaluation Worksheet - SY24-25.pdf

#### E-RATE BID EVALUATION WORKSHEET

Use this worksheet to help you	score and tabulate responses to services sought under the	FCC Form 470.
JEVALUATION INFORMATION		
School Name	Camino Nuevo	
E-rate Funding Year	2024	—The E-rate year for which you'll apply for these services (e.g. 2010).
Project or Service Description	Internet Access	← Description of the service evaluated.
Form 470 Number	240001638	-The FCC Form 470 Number which began the procurement process.

			Price of Eligible Services	Ability to meet needs of School	Prior experience with School	Quality of Service	Total Score
			MAX POINTS 40	MAX POINTS 25	MAX POINTS 20	MAX POINTS 15	MAX POINTS 100
	↓INSERT VENDOR NAME	↓SPIN (If Available)	↓ POINTS AWARDED	↓ POINTS AWARDED	↓ POINTS AWARDED	1 POINTS AWARDED	$\downarrow$ TOTAL POINTS AWARDED
1	AT&T	143001192	5	25	5	15	50
2	Charter	143050436	35	25	20	15	95
3	Crown Castle	143005274	35	25	0	15	75
4				+	+	+	=
5				+	+	+	
6				+	+	+	=
7				+	+	+	=
8				+	+	+	
9				+	+	+	-
		1997) Samana an Anna an					

IVENDOR SELECTED	JAPPROVED BY (SIGNATURE)	INOTES
Charter Communications		Charter continues to offer the best price and their service has consistently met our needs
JDATE OF EVALUATION	JAPPROVED BY (PRINTED)	
11/6/2023	Kris Isrhel, Sr. Director	of Tech

#### E-RATE BID EVALUATION WORKSHEET

Use this worksheet to help you	score and tabulate responses to services sought under the ECC Form 470	
↓EVALUATION INFORMATION		
School Name:	Camino Nuevo	
E-rate Funding Year:	2024	$\leftarrow$ The E-rate year for which you'll apply for these services (e.g. 2010).
Project or Service Description:	Internet Access	←Description of the service evaluated.
Form 470 Number:	240001638	←The FCC Form 470 Number which began the procurement process.

		EVALUATION CRITERIA $\rightarrow$	Price of Eligible Services	Ability to meet needs of School	Prior experience with School	Quality of Service	Total Score
			MAX POINTS	MAX POINTS	MAX POINTS	MAX POINTS	MAX POINTS
			40	25	20	15	100
	↓INSERT VENDOR NAME	↓SPIN (If Available)	$\downarrow$ POINTS AWARDED	$\downarrow$ POINTS AWARDED	$\downarrow$ points awarded	$\downarrow$ POINTS AWARDED	$\downarrow$ TOTAL POINTS AWARDED
1	AT&T	143001192	5	25	5	15	50
2	Charter	143050436	35	25	20	15	95
3	Crown Castle	143005274	35	25	0	15	75
4				+	+	+	=
5				+	+	+	=
6				+	+	+	=
7				+	+	+	=
8				+	+	+	=
9				+	+	+	=

↓VENDOR SELECTED	↓APPROVED BY (SIGNATURE)	↓NOTES
Charter Communications		Charter continues to offer the best price and their service has consistently met our needs

JDATE OF EVALUATION	↓APPROVED BY (PRINTED)
11/6/2023	

#### Coversheet

#### LCAP Annual Mid-Year Update

Section: Item: Purpose: Submitted by: Related Material: VIII. LCAP Annual Mid-Year Update A. LCAP Annual Mid-Year Update Vote

Camino LCAP Mid-Year Update Slides.pdf

## Camino Nuevo LCAP Mid-Year Update

 $\bullet \bullet \bullet$ 

2023-24 LCAP





## What is the LCAP Mid-Year Update?

- A new state requirement
- Each year, prior to February 28, we will report on our progress on our current LCAP in three areas:
  - **Metrics:** What data do we have on our progress towards our LCAP goals?
  - Actions: Are we taking the actions we planned to take as written in our LCAP?
  - **Spending:** Are we on-track to spend as much as we planned to spend in our LCAP?

# What can we expect from this year's Mid-Year Update?

• As the next slides highlight, Camino's actions and spending are closely aligned and tracking in line with what was planned in the 23-24 LCAP.

 Due in part to the fact that Camino's LCAP goals were set during remote learning, before there was full awareness of post-distance learning for schools, many of our metrics are tracking below the goals that were set, even where the overall trend is positive. **Goal 1:** Foster a place-based, rigorous academic program across a broad range of study (math, language arts, science, social science, PE/athletics, the arts) that equips all students with the knowledge, skills, & mindsets to increase college & career readiness.

School	Metrics	Actions & Spending
CNCA1 (BUR)	<b>On Track</b> : EL Reclassification Rates & iReady progress <b>Not On Track:</b> CAASPP ELA, Math, & Science	On Track
CNCA2 (KAY)	Approaching Goal: iReady progress Not On Track: CAASPP ELA, Math, & Science, EL Reclassification Rates	On Track
CNES3 (CAS-EIS)	Approaching Goal: iReady progress Not On Track: CAASPP ELA, Math, & Science, EL Reclassification Rates	On Track
CNCA4 (CIS)	<b>On Track</b> : EL Reclassification Rates & iReady progress <b>Not On Track:</b> CAASPP ELA, Math, & Science	On Track
CNHS2 (DAL)	Approaching Goal: CAASPP ELA, A-G requirements Not On Track: CAASPP Math & Science, EL Reclassification Rates, iReady progress, AP pass rates Powered by BoardOnTrack	On Track

<b>Goal 2:</b> All students will learn from trained educators using appropriate, standards-aligned instructional materials and in a clean, safe, and functional facility.									
School	Metrics	Actions & Spending							
CNCA1 (BUR)	<b>On Track</b> : Standards-aligned materials and facility rating <b>Not On Track:</b> % of teachers appropriately credentialed & assigned	On Track							
CNCA2 (KAY)	<b>On Track</b> : Standards-aligned materials and facility rating <b>Not On Track:</b> % of teachers appropriately credentialed & assigned	On Track							
CNES3 (CAS-EIS)	<b>On Track</b> : Standards-aligned materials and facility rating <b>Not On Track:</b> % of teachers appropriately credentialed & assigned	On Track							
CNCA4 (CIS)	<b>On Track</b> : Standards-aligned materials and facility rating <b>Not On Track:</b> % of teachers appropriately credentialed & assigned	On Track							
CNHS2 (DAL)	<b>On Track</b> : Standards-aligned materials and facility rating <b>Not On Track:</b> % of teachers appropriately credentialed & assigned	On Track							

**Goal 3:** Foster a positive and engaged school climate and culture that values physical and emotional safety, family, community and the development of diverse cultural experiences and critical social perspectives.

School	Metrics	Actions/Spending
CNCA1 (BUR)	On Track: Expulsion rate & dropout rate Approaching Goal: Suspension rate Not On Track: Attendance rate, chronic absenteeism, student survey data, parent survey data	On Track
CNCA2 (KAY)	On Track: Expulsion rate Approaching Goal: Suspension rate & dropout rate Not On Track: Attendance rate, chronic absenteeism, student survey data, parent survey data	On Track

**Goal 3:** Foster a positive and engaged school climate and culture that values physical and emotional safety, family, community and the development of diverse cultural experiences and critical social perspectives.

School	Metrics	Actions/Spending
CNCA4 (CIS)	<b>On Track</b> : Expulsion rate & dropout rate <b>Approaching Goal</b> : Parent survey data <b>Not On Track:</b> Attendance rate, chronic absenteeism, suspension rate, student survey data	On Track
CNHS2 (DAL)	<b>On Track</b> : Suspension & expulsion rate, parent survey data <b>Not On Track:</b> Attendance rate, chronic absenteeism, student survey data, parent survey data, dropout rate, graduation rate	On Track

#### Coversheet

#### Attendance and Enrollment Updates

Section: Item: Purpose: Submitted by: Related Material: IX. School and Academic Updates A. Attendance and Enrollment Updates Discuss

Board Meeting Update on January Attendance.pdf Feb 2024 Board Enrollment update.pdf





### **January Update**

## Attendance Strategy

2023 - 2024 School Year







Charter Academv

## Vision

Strengthen family partnerships in support of all of our students attending school on a consistent basis. Provide a comprehensive blueprint to include a community call to action as we tackle this pressing need for increased attendance across the network.

#### We all own our students' success.





## **Average ADA** August 8 - January 6



Nuevo Charter Academy

Average Monthly ADA by School 97.50% BUR - CAS CIS 95.00% - DAL EIS 92.50% - KAY 90.00% 87.50% 85.00% 01-Aug 02-Sep 03-Oct 04-Nov 05-Dec 06-Jan Month

Upon reviewing the data, we determined the decline in ADA was due to:

- Inclement Weather
- Holidays and Breaks
- Cold Season

Increase in number of Flu and Covid cases

## ADA By Month August - January

Month	BUR	CAS	CIS	DAL	EIS	KAY	Total
August	95.88%	90.86%	92.98%	93.25%	92.81%	93.37%	93.21%
September	95.17%	92.13%	91.38%	93.31%	94.20%	91.93%	93.02%
October	95.12%	91.56%	91.58%	92.81%	93.91%	93.00%	92.99%
November	95.39%	90.08%	90.11%	93.37%	91.85%	91.70%	92.08%
December	93.87%	90.10%	89.18%	92.37%	89.47%	91.74%	91.12%
January	92.60%	89.44%	89.55%	91.65%	88.87%	92.58%	90.47%
Grand Total	94.84%	90.86%	91.08%	92.90%	92.22%	92.41%	92.38%

Camino Nuevo

Charter Academy





#### Response:

- Focus on Belonging
- Touchpoints with parents
  - Parent Teacher
     Conferences
- Touchpoints with school sites
  - Highlighting the importance of attendance
  - Monthly Strategy Meetings

#### Next Steps:

- Org-wide ADA Video
- Org-wide Postcard Push
- Student & Family ADA Video (In production)





## **Questions or Comments**







## SY 2023-2024 February Enrollment Update





Crystal Day Director of Strategic Enrollment

Data pulled: February s, 2024



## School Site | Current Enrollment on Feb. 2– 2 year comp.

Enrollment by School	Original Budget			Actual 2022	Difference Budget	Difference 2022
BUR	602	604	603	606	-1	-3
EIS	270	276	274	266	-2	8
DAL	508	492	494	473	2	21
КАҮ	708	692	688	676	-4	12
CIS	510	500	504	527	4	-23
CAS	455	438	451	464	13	-13
	3053	3002	3014	3012	12	2

**Overall** – CNCA is serving 2 students more than last year, 12 over the updated budget target, 39 below the original target

**BUR-** Steady enrollment and high interest. Enrollment is higher than original budget. We increased based on enrollment, but lost a 6<sup>th</sup> grader. The housing and job market impact BUR significantly.

**EIS-** Steady enrollment, target met, 8 students higher than last year and current waitlist- 33 students

**DAL-** Current enrollment is 14 students below original target, but DAL is 21 students higher than last year. High student mobility at the HS grade level. We have continued to enroll mid-year during the early semester windows

**KAY-** Current enrollment is 20 students below original target, but KAY is 12 students higher than last year. KAY is higher than the last three years. WL with 12 students

**CIS-** We are closing the enrollment gap. Currently, we are 4 over the updated budget and 6 below the original budget. 23 below last year. Unstable declining market but positive feedback from parents responding to recruitment efforts

**CAS-** Enrollment target was reduced but with mid-year enrollments, we are only 4 students from the original budget target– 13 higher than the updated budget but 13 lower than last year



## School Site | New Student Entry after day 1–2 year comp.

	New Students after Day 1	New Students after Day 1
	2/2/24	2/3/23
BUR	20	9
KAY	62	63
CAS	57	43
EIS	7	9
CIS	60	40
DAL	37	46
	243	210

**Overall** – We have enrolled 33 more newly enrolled students mid year than last year

**BUR-** Increased exits this year, but the demand remains high. We've been able to keep up with exits by extending offers to the waitlist. What's working: enrolling from the waitlist

**KAY**- Similar amount of new students as last year. We are aggressive about responding to new applications and continue to enroll on a rolling bases as space permits. Currently, we have 3 pending new students. What's working: 24/25 recruitment efforts, waitlist, community partnerships, densely populated neighborhood with families, and word of mouth

**CAS**- Enrollment is -13 lower than last year, but we have steadily been able to recruit new students to close the gap. We are currently 13 higher than the updated budget and have enrolled 14 more new students this year compared to last year. What's working: newcomers in the neighborhood, word of mouth from current families, and working the waitlist from other CNCA schools

EIS- Steady enrollment, less attrition, and less new spaces for new students.

**DAL-** Enrollment is 21 higher than last year. We have had more exits this year and 9 less newly enrolled students. Last year, we have a larger influx for 2<sup>nd</sup> semester; they did not stay long though. We have been enrolling when possible during the open semester periods. What's working: our 24/25 recruitment efforts

**CIS-** We have steadily been recruiting to close the enrollment gap (21 less than last year). We have been able to enroll 14 more students compared to last year) What's working: newcomers being referred, community partnerships, CNCA waitlists, and 24/25 recruitment efforts



## School Site | Re-Enrollment "returning" – 2 year history

<b>Re-Enrollment</b>	2024	2023	Variance				
BUR	543	543	0				
КАҮ	594	587	7				
CAS	360	377	-17				
EIS	267	256	11				
CIS	426	455	-29				
DAL	384	368	16				

#### <u>Notes</u>

- BUR, KAY, EIS, and DAL all have more or the same amount of returning students compared to last year. Retaining and increasing returning students is critical to sustainable enrollment in this declining market
- CAS has 17 less returning students, but also has 13 less students enrolled. Lower enrolled students and lower returning students means that we need to recruit more mid-year students and for the 24/25 school year to close the gap
- CIS has 29 less returning students compared to last year, but also has 23 less students enrolled. Similar to CAS, we will have to recruit more students for this year and 24/25 to close the gap.

### School Site | Applications – 2 year history



Applications by School "submitted"	Feb. 5 <i>,</i> 2024	Feb. 2, 2023	Difference
BUR	220	196	24
КАҮ	164	148	16
CAS	66	80	-14
EIS	56	60	-4
CIS	82	82	0
DAL	256	245	11
	844	811	33

Applications by Grade Span "submitted"	Feb. 5 <i>,</i> 2024	Feb. 2, 2023	Difference
тк	132	124	8
Kinder	136	155	-19
1st to 5th	145	128	17
6th to 8th	174	159	15
9th	250	238	12

- **BUR** increased interest in TK and 6th. Kinder being on-par is a good sign.
- **KAY** similar applications in most grades compared to last year. Larger increase in TK and 3<sup>rd</sup> grade applicants. Kinder being on-par is a good sign.
- CAS applications are 14 below compared to last year. Kinder has 12 less applicants. However, we have had 52 applicants only apply to CAS compared to 44 last year. Of the 66 total applicants – 55 listed CAS as their first choice compared to 56 last year. In the declining market, these are good signs, but we must increase Kinder and 1<sup>st</sup> grade applications in the spring and retain students in those grades.
- **EIS** –lower 6<sup>th</sup> grade applications (-12), but higher 7<sup>th</sup> and 8<sup>th</sup> grade applications from those on the current waitlist. While space is limited at EIS in 6<sup>th</sup> grade, we will continue to recruit to keep interest high for 23/24, 24/25, and the future. Overall, attrition was reduce by ½ this year!
- CIS while CIS applications are the same as last year, the interest depends on the grade. TK applications are lower, 10 vs 16. However, the same number of TK applicants (6) applied only to CIS. Kinder applications are lower, 20 vs 26. Middle school applications are higher. We will continue to heavily recruit in innovated ways to increase TK and Kinder applications when mapping, our TK and Kinder students and applications are mostly coming from near BUR not CIS people are traveling further
- **DAL** increase in 9<sup>th</sup> grade applications
- Lottery Details- We are hosting public lotteries on 2/9 at BUR, KAY, EIS, and DAL. All applicants from CIS and CAS will receive an offer on 2/9



#### What's Working and What's Not - 23/24 Enrollment and 24/25 Applications

#### What's working:

- 23/24 Enrollment Phone banking, word of mouth referrals, mid-year enrolling, enrolling where interest is high to mitigate the impact of smaller grades, and 24/25 recruitment tactics
- 24/25 Applications
  - Social media visibility
  - Supporting waitlist families to stay within the network by applying to other CNCA schools
  - Making enrollment visible to all stakeholders- including presentations to faculty, parent leaders and community partners
  - Event opportunities- virtually, "Come learn about all of our Camino Schools" and in-person tours scheduled for "decision week" after the lottery
  - Continue deepening our preschool feeder school relationships with local preschools
    - Application support at the preschool
  - Targeting community canvassing afterschool and building pipelines with possible feeder schools
    - 30 Parent Community Leaders canvassed around BUR, CAS, and CIS during the week of the application
  - Strategic mapping of applications near CAS and CIS to target recruitment expansion
  - DAL individual messages to Camino 8th grade families who have not applied, phone banking waitlist, and going to other local middle schools to present to their faculty and families

#### What's not working:

- CIS demographic changes are causing us to have to cast our net wider TK and Kinder are a much smaller demographic in a saturated educational landscape
- CAS Kinder applications are reduced will grow TK to support Kinder enrollment interest is increasing but Kinder is competitive and challenging

#### **Opportunity:**

- Revamping our approach to customer service
- Bus advertisements

## Questions



Camino Nuevo Charter Academy

#### Coversheet

#### **December Financials**

Section: Item: Purpose: Submitted by: Related Material: XI. Financials A. December Financials Discuss

12.23 - CNCA Consolidated - Financial Packet.pdf

	CAN	MINO NU	JEVO CH	IARTE	R ACADE	EM	Y - Fir	n	ancial Dash	board (De	ecembe	er 2023)	)			
1	Key Perform	mance Indic	ators						KEY							
ADA vs. Bud	get 🧲	Cash on	Hand						udents above the e in LCFF Reve	e revised buc		is 3.62 h	igher t	han b	udget	
Net Income /	(Loss)	Year-End	d Cash		Forecast includes \$5.40M of restricted one-time funds. An additional \$7.33M remains available to spend through FY27/28.											
2	ADA	& Enrollmen	t		ADA% is currently trending slightly over budget.											
3500	P1: 2,774.12	,			Net Income is projected at \$1.38M and cash is projected to end at \$21.4M											
3000		4														
2000		3c 19u Esp	Mar by Mar	)mu												
	ent — Actual A		DA Average													
3		Average Dai	ily Attendance	Analysis	-			K	4 LCFF	Supplemental	& Concer	tration Gra	ant Fac	tors		
Category	Actual through	Forecasted P2	Budgeted P2	Better/ (Worse)	Prior Month Forecast	Pi	rior Year P2	l	Catego	ry	Budget	Forecast	Varia	nce	Prior Year	
Enrollment	Month 5 3,004	3,004	3,001	3	3,001		2,972	╟	Unduplicated Pupil	%	95.73%	95.71%	-0.03	3%	95.67%	
ADA %	92.7%	92.7%	92.2%	0.5%	0.0%		89.6%	1	3-Year Average %		94.97%	94.96%	-0.01	1%	94.63%	
Average ADA	2,768.27	2,774.99	2,771.37	3.62	2,779.20		,680.25	1Ľ	District UPP C. Gra		85.97%	85.97%	0.00		85.97%	
5		Forecast	EV 23-24	Budget Variance		Last	t Month	_		FY 23-24 YTD	Varianc	e	Hist	orical		
INCOME ST	ATEMENT	As of 12/31/23	Budget	B/(W)	Prior Month	FC	Variance B	5/(\	W) Actual YTD	Budget YTD	B/(W)		22-23	F	( 21-22	
Local Control Fu Federal Revenue State Revenue		42,053,616 7,305,866 13,952,834	7,459,41	5 (153,54 5 44,8			(54 (68 45	8,1 5,0	59)1,491,5080115,594,249	17,474,751 1,158,389 18,150,223	(2,555,9	119 8 974) 8	,363,062 ,208,140 ,077,643		35,808,57 10,868,69 4,097,82	
Other Local Reve Grants/Fundraisi		3,528,666 517,076			25 3,340,4 83 516,6		188		96 1,977,691 883 64,449	1,444,224 46,518			,198,910 850,526		2,971,63 390,44	
TOTAL REVENU	E Total per ADA	67,358,059 24,273		,	89 67,247,3 57 24,2		110,	·	04 38,383,994 40	38,274,105	109,8	88 58,	698,282 21,900		4,137,16 20,47	
w/o (	Grants/Fundraising			0 1	157 24,047				40				21,583		20,32	
Certificated Salar		16,500,328 7,907,216								7,717,975 3,468,552			,042,300 ,976,915		16,070,06 6,291,8 <sup>7</sup>	
Benefits		7,996,049	8,625,48	9 629,4	40 8,501,8			5,7	3,502,530	3,848,044	345,5	514 7	,568,205		6,650,98	
Student Supplies Operating Expen		5,559,238 26,370,439					(64,57 (209,08			2,145,988 10,819,747			,159,277 ,079,760		4,615,7 19,409,9	
Other	1505	1,640,971						28,000 805,15			10,819,747 1,944,043 803,918 (1,234				1,420,9	
TOTAL EXPENS	ES Total per ADA	65,974,240 23,775			05 66,422,5 92 23,9				07 26,027,040 162)	28,804,224 2,777,184		84 58,	4 58,356,467 21,773		4,459,50 20,5	
NET INCOME / (I	LOSS)	1,383,819					559	,	, ,	9,469,881	2,887,0		341,814		(322,3	
OPERATING INC	COME	2,829,993	1,883,58	4 946,4	10 2,298,9	982	531	0,ا	13,063,701	10,880,908	2,182,7	793 1	,669,057		888,00	
6		Cash Balar	nce (in \$1,00	0's)					alance Sheet	6/30/2023	11/30/20	23 12/31	/2023	6/30/	2024 F0	
\$35,000								Ca	s ish, Operating ish, Restricted	29,037,719	27,877,6	46 29,67	3,009	21	,356,32	
\$25,000				$\checkmark$		-	A	١C	counts Receivable le From Others	5,629,420 286,926	908,7 602,9	66 89	6,334 4,693	8	8,691,41 137,92	
		-		$\mathcal{A}$					her Assets et Fixed Assets	24,615,268 39,642,835	24,325,8 39,446,8	58 24,29	7,574		,458,43 ,284,75	
\$20,000								ıl A	Assets	99,212,167	93,161,9	,			,928,85	
\$15,000							A	٧F	P & Payroll le to Others	4,132,432 2,277,644	1,937,2 466,5		3,434 6,739		8,916,12 5,238,18	
\$10,000							C	Dtł	ferred Revenue her Liabilities	13,246,188 23,874,308	706,9 23,874,3	04 83 08 23,87	7,404 4,308	4 23	,239,42 3,874,30	
\$5,000									tal Debt Liabilities	9,840,445 53,371,017	9,639,1 36,624,1		9,153 1,038		,435,84 ,703,88	
\$- 3 <sup>33723</sup>	RUGI SOLI	00 <sup>67,23</sup> 404,23 <	secrifs source to	on want	APIRA NOVRA IN	r.24	- Equit	ity Be	, ginning Fund Bal.	45,499,335	45,841,1	50 45,84	1,150	45	5,841,18	
20	Actual and I		S <sup>e™</sup> S <sup>®</sup> < <sup>®</sup> −∎−Budget (App		PY Cash		Tota	I E	et Income/(Loss) Equity	341,814 45,841,150 99,212,167	10,696,7 56,537,8	56 58,19	6,954 8,104	47	,383,81	
		Year-En	d Cash Balanc	e					Liabilities & Equity ble Line of Credit	99,212,167	93,161,9	82 94,96	9,141	93	,928,85	
	Projec		Budget	Variance			Days	s (	Cash on Hand	186		57	168		12	
	21,356	,327 23	,856,228	(2,499,902	2)		Cash	hĪ	Reserve %	50.9%	42.	9%	46.0%		33.1	



CAMINO NUEVO CHARTER ACADEMY 2023-24 Budget by Site Prepared by ExED. For use by ExED and ExED clients only. © 2023 ExED																						
	Camino N	luevo Charter Burlington	Academy -	Camino N	uevo Charter A	Academy #2	Camino Nu	evo Charter A Castellanos	cademy #3 -	Camino Nuevo	o Charter Acad	emy #3 - Eisner	Camino Nu	ievo Charter A Cisneros	cademy #4 -	- CNHS #2 - Dalzell Lance High School			Central Admin			
	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Forecast	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)												
Enrollment ADA ADA % UPP	604 567.13 93.90% 0.00%	603 571.64 94.79% 97.92%	(1) 5	692 634.53 92.26% 0.00%	687 632.34 92.23% 92.65%	(5) (2)	437 399.99 91.91% 0.00%	446 401.31 91.56% 97.26%	9	276 257.56 93.24% 0.00%	274 255.38 92.83% 93.71%	(2)	500 450.40 92.06% 0.00%	500 454.22 91.64% 92.56%	- 4	492 460.12 93.10% 0.00%	460.10 93.01%	2 (0)	- - 0.00% 0.00%	3,061 2,822.14 92.20% 95.00%	3,004 2,774.99 92.73% 94.96%	(57) (47)
Income 8011-8098 · Local Control Funding Formula Sources																						
8011 Local Control Funding Formula	4,891,464	4,794,968	(96,496)	5,270,985	5,099,830	(171,156)	3,467,354	3,382,944	(84,410)	2,034,691	1,957,760	(76,932)	3,726,802	3,650,343	(76,459)	6,194,916	6,194,647	(269)	-	25,586,212	25,080,491	(505,722)
8012 Education Protection Account 8019 Local Control Funding Formula - Prior Year	1,618,302	1,765,253	146,951	1,816,194	1,958,702 -	142,508	1,136,410	1,233,882	97,471	731,753	785,200	53,447	1,286,841	1,404,431 -	117,590 -	92,024	92,020	(4)	-	6,681,524	7,239,487	557,963
8096 In Lieu of Property Taxes	1,989,282	2,005,102	15,819	2,225,696	2,218,015	(7,682)	1,403,017	1,407,647	4,630	903,425	895,779	(7,647)	1,579,837	1,593,236	13,399	1,613,931	1,613,861	(70)	-	9,715,188	9,733,638	18,450
8098 In Lieu of Property Taxes, Prior Year Total 8011-8098 · Local Control Funding Formula Sources	- 8,499,048	- 8,565,323	- 66,275	9,312,876	9,276,546	(36,330)	6,006,781	- 6,024,472	17,691	3,669,869	- 3,638,738	(31,131)	6,593,479	- 6,648,009	- 54,530	7,900,871	- 7,900,527	(343)	-	41,982,924	42,053,616	70,692
8100-8299 · Federal Revenue						()												(-)				
8181 Special Education - Federal (IDEA) 8221 Child Nutrition - Federal	137,977 607,032	139,074 594,857	1,097 (12,175)	154,375 406,395	153,842 376,524	(533) (29,871)	97,314 391,025	97,635 368,494	321 (22,531)	62,662 57,216	62,131 69,874	(530) 12,658	109,578 206,020	110,507 211,340	929 5,319	111,943 203,575	111,938 198,367	(5) (5,208)	-	673,848 1,871,263	675,127 1,819,455	1,280 (51,808)
8223 CACFP Supper	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8291 Title I 8292 Title II	280,043 26,859	256,763 27,459	(23,280) 600	276,658 32,492	250,464 28,918	(26,194) (3,574)	161,389 17,145	189,132 20,766	27,744 3,621	95,804 10,178	106,387 11,681	10,582 1,503	227,071 23,514	233,289 23,489	6,218 (25)	197,805 23,930	190,692 21,137	(7,113) (2,793)	-	1,238,770 134,118	1,226,727 133,450	(12,043) (668)
8294 Title III	47,819	51,769	3,950	37,066	40,127	3,062	33,519	36,288	2,769	10,182	11,023	841	23,779	23,779	(23)	8,809	9,536	728	-	161,174	172,523	11,349
8295 Title IV, SSAE	24,189	21,570	(2,619)	21,868	21,309	(559)	13,509	13,509	-	8,020	8,020	-	18,115	18,115	-	15,513	15,236	(277)	-	101,214	97,759	(3,455)
8296 Title IV, PCSGP 8297 Facilities Incentive Grant	-	-	-	-		-	-	1	-	-	-	-	-	1	-		-	-	-	-	-	-
8299 All Other Federal Revenue	776,271	794,191	17,920	324,166	315,415	(8,751)	827,388	817,699	(9,688)	581,943	510,172	(71,771)	200,086	193,723	(6,363)	569,176	549,624	(19,551)	-	3,279,029	3,180,824	(98,205)
Total 8100-8299 · Other Federal Income	1,900,190	1,885,683	(14,507)	1,253,019	1,186,599	(66,420)	1,541,288	1,543,524	2,235	826,005	779,288	(46,717)	808,163	814,242	6,079	1,130,750	1,096,530	(34,219)	-	7,459,415	7,305,866	(153,549)
8300-8599 · Other State Revenue 8520 Child Nutrition - State	128,073	140,557	12,485	99,988	108,497	8,509	78,773	80,708	1,935	12,559	21,286	8,727	53,360	60,814	7,453	48,091	58,623	10,532	-	420,844	470,485	49,641
8550 Mandate Block Grant	11,071	11,020	(51)	11,584	11,530	(54)	8,048	8,088	40	4,777	4,677	(99)	9,238	9,195	(43)	23,569	23,457	(112)	-	68,286	67,967	(319)
8561 State Lottery - Non Prop 20	104,673	105,594	921	117,401	116,887	(514)	74,038	74,613	575	47,576	47,186	(390)	83,707	84,243	536	84,946	85,025	79	-	512,342	513,549	1,207
8562 State Lottery - Prop 20 8560 Lottery Revenue	42,579 147,252	42,953 148,547	375 1,295	47,756 165,158	47,547 164,435	(209) (723)	30,117 104,156	30,351 104,964	234 809	19,353 66,929	19,194 66,380	(159) (549)	34,050 117,757	34,268 118,512	218 754	34,554 119,500	34,586 119,612	32 112	-	208,410 720,752	208,901 722,450	491 1,698
8587 State Grant Pass-Through		-	-,			-			-		-	-			-				-		-	-,
8591 SB740	397,833	402,785	4,952	-	-	-	-	-	-	188,276	192,881	4,605	-	-	-	347,203	329,843	(17,360)	-	933,312	925,509	(7,803)
8592 State Mental Health 8593 After School Education & Safety	45,892 203,483	46,257 203,483	365	51,346 203,483	51,169 203,483	(177)	32,367 203,483	32,474 203,483	107	20,842	20,665	(176)	36,446 203,483	36,755 203,483	309	37,233	37,231	(2)	-	224,127 813,931	224,552 813,931	426
8594 Supplemental Categorical Block Grant	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8595 Expanded Learning Opportunity Program	2,268,768	2,242,656	(26,112)	2,017,760	2,018,256	497	1,937,583	1,929,376	(8,208)	427,005	418,538	(8,467)	1,438,708	1,451,860	13,152	-	-	-	-	8,089,824	8,060,685	(29,139)
8596 Prop 28 Arts & Music 8599 State Revenue - Other	- 345,339	367,411	- 22,072	121,107 723,860	121,447 714,723	340 (9,138)	437,432	455,509	- 18,077	17,012	- 28,029	- 11,017	97,350 547,449	97,625 544,856	275 (2,593)	- 347,370	337,655	(9,714)	-	218,457 2,418,462	219,072 2,448,182	615 29,720
Total 8300-8599 · Other State Income	3,547,710	3,562,715	15,005	3,394,286	3,393,540	(746)	2,801,842	2,814,602	12,760	737,400	752,457	15,057	2,503,792	2,523,099	19,307	922,966	906,421	(16,544)	-	13,907,995	13,952,834	44,839
8600-8799 · Other Local Revenue 8631 Sale of Equipment & Supplies		_							_													
8634 Food Service Sales	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8650 Leases & Rentals	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8660 Interest & Dividend Income 8662 Net Increase (Decrease) in Fair Value of Investments	10,000	125,000	115,000	68,243	90,000	21,757	7,500	78,000	70,500	27,778	44,000	16,222	15,000	81,000	66,000	10,000	70,000	60,000	-	138,521	488,000	349,479
8681 Intra-Agency Fee Income	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8682 Childcare & Enrichment Program Fees	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8689 All Other Fees & Contracts 8692 Grants	103,888	103,888	-	- 104,870	- 104,870	-	65,347	- 65,347		- 52,085	- 52,085		87,220	- 87,220	-	- 89,098	- 89,098	-	-	- 502,507	- 502,507	-
8694 In Kind Donations	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8695 Contributions & Events	8	8	-	8,009	8,009	-	5,145	5,145	-	900	1,220	320	8	71	63	88	88	-	-	14,157	14,541	383
8696 Other Fundraising 8697 E-Rate	14,979	12,440	(2,539)	, 14,091	, 86,215	72,124	12,403	4 10,316	(2,087)	11,704	9,617	(2,087)	11,980	9,896	(2,084)	14,775	12,236	(2,539)	-	29 79,931	140,719	60,788
8698 SELPA Grants	-	26,210	26,210	-	37,217	37,217	-	11,745	11,745	-	6,607	6,607	-	14,609	14,609	-	13,071	13,071	-	-	109,460	109,460
8699 All Other Local Revenue 8792 Transfers of Apportionments - Special Education	- 546,770	- 551,118	- 4,348	- 611,750	- 609.639	- (2,111)	- 385,630	- 386,903	- 1,273	- 248,314	- 246,212	- (2,102)	- 434,231	- 437,914	- 3,683	- 443,602	- 443.582	- (19)	-	- 2,670,297	- 2,675,368	- 5,071
Total 8600-8799 · Other Income-Local	675,650	818,670	143,020	806,970	935,957	128,987	476,029	557,460	81,431	340,783	359,743	18,960	434,231 548,443	630,714	82,271	557,567		70,513	-	3,405,442	3,930,623	525,181
Prior Year Adjustments																						
8999 Other Prior Year Adjustment Total Prior Year Adjustments	10,655 10,655	27,237 27,237	16,581 16.581	16,842 16,842	24,440 24,440	7,599 7,599	4,790 4,790	16,847 16,847	12,057 12,057	2,745 2,745	9,705 9,705	6,961 6,961	32,195 32,195	20,705 20,705	(11,489) (11,489)	12,865 12,865	16,184 16,184	3,319 3,319	-	80,092 80,092	115,119 115,119	35,027 35,027
TOTAL INCOME	14,633,254	14,859,628	226,374	14,783,993	14,817,082	33,089	10,830,731	10,956,905	126,174	5,576,801	5,539,932	(36,870)	10,486,072	10,636,769	150,697	10,525,018		22,725	-	66,835,869	67,358,059	522,189
Expense 1000 · Certificated Salaries																						
1000 · Certificated Salaries 1110 Teachers' Salaries	2,180,958	2,131,499	49,459	2,512,280	2,486,621	25,659	1,519,967	1,479,244	40,723	890,489	882,021	8,468	1,794,959	1,766,412	28,546	2,035,454	2,032,352	3,102	_	10,934,106	10,778,149	155,958
1120 Teachers' Hourly	-	-	-	-		-	61,265	64,159	(2,894)	30,002	30,748	(746)	-	-	-	-	-	-	-	91,267	94,907	(3,640)
1170 Teachers' Salaries - Substitute	139,134	162,637	(23,503)	115,822	118,472	(2,649)	45,619	42,480	3,139	34,504	32,026	2,477	112,096	113,611	(1,515)	61,601	63,364	(1,763)	-	508,775	532,590	(23,814)

CAMINO NUEVO CHARTER ACADEMY 2023-24 Budget by Site																						
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	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Forecast	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)
1175 Teachers' Salaries - Stipend/Extra Duty	192,517	173,934	18,584	164,190	139,005	25,185	140,813	118,370	22,443	39,662	30,032	9,631	112,770	115,069	(2,299)	196,780	165,270	31,510	-	846,734	741,680	105,054
1211 Certificated Pupil Support - Librarians 1213 Certificated Pupil Support - Guidance & Counseling	-	1	-	-	-	-			-	-	-	-	-	-	-	-	1	-	-	-	1	-
1215 Certificated Pupil Support - Psychologist	61,654	52,279	9,375	71,593	60,725	10,868	47,706	40,445	7,261	27,621	23,379	4,243	53,354	44,165	9,190	51,979	43,999	7,980	-	313,908	264,991	48,917
1299 Certificated Pupil Support - Other	202,623	203,381	(758)	136,158	133,325	2,833	90,532	88,607	1,925	52,528	51,251	1,277	103,264	96,845	6,419	98,865	96,471	2,394	-	683,971	669,881	14,090
1300 Certificated Supervisors' & Administrators' Salaries	607,821	592,408	15,413	666,847	670,528	(3,681)	577,953	577,262	691	332,837	339,860	(7,023)	522,218	497,952	24,267	746,841	740,121	6,720	-	3,454,517	3,418,130	36,386
1900 Other Certificated Salaries Total 1000 · Certificated Salaries	3,384,707	- 3,316,137	- 68,570	3,666,891	- 3,608,676	58,216	2,483,855	2,410,567	- 73,288	1,407,644	- 1,389,318	- 18,326	2,698,662	2,634,055	- 64,607	3,191,520	- 3,141,576	49,944	-	- 16,833,279	- 16,500,328	332,951
2000 · Classified Salaries 2111 Instructional Aide & Other Salaries	710,097	716,838	(6,740)	622,118	636,140	(14,022)	502,287	493,759	8,528	130,576	127,742	2,834	458,649	460,425	(1,777)	408,927	372,968	35,959	-	2,832,654	2,807,872	24,783
2121 After School Staff Salaries	-	-	-		-	(= ',===,	-	-				-,		-			-		-	_,		
2131 Classified Teacher Salaries	406,100	394,928	11,172	204,612	183,437	21,175	207,846	189,523	18,324	50,722	54,318	(3,596)	108,502	94,383	14,119	1,447	1,447	-	-	979,229	918,035	61,194
2200 Classified Support Salaries	214,214	213,241	973	150,887	146,910	3,978	114,797	115,250	(453)	83,136	82,820	316	114,796	118,178	(3,381)	97,787	94,581	3,205	-	775,618	770,979	4,639
2300 Classified Supervisors' & Administrators' Salaries 2400 Classified Office Staff Salaries	- 291,811	- 283,075	- 8,737	84,348 244,572	84,348 246,076	(0) (1,503)	41,319 204,634	37,400 207,252	3,919 (2,618)	20,481 209,711	19,012 213,412	1,469 (3,701)	- 251,541	- 250,737	- 804	74,037 267,521	72,139 266,360	1,898 1,162	-	220,185 1,469,791	212,899 1,466,911	7,286 2,880
2400 Classified Office start salaries 2900 Other Classified Salaries	329,938	331,334	(1,396)	335,603	341,043	(5,440)	204,634 286,480	207,232	(2,618)	161,080	160,227	(5,701) 853	321,672	331,172	(9,501)	267,321	200,500	(7,837)		1,409,791	1,400,911	(25,994)
Total 2000 · Classified Salaries	1,952,161	1,939,415	12,745	1,642,140	1,637,952	4,188	1,357,364	1,332,339	25,025	655,707	657,530	(1,823)	1,255,160	1,254,896	264	1,119,471	1,085,084	34,388	-	7,982,003	7,907,216	74,787
3000 · Employee Benefits																						
3111 STRS - State Teachers Retirement System	645,020 518,652	622,551 518,457	22,469 195	704,346	691,230	13,117 4,863	473,868 354,756	455,930 346,529	17,938 8,227	277,800	274,891 165,357	2,909 4,379	520,376 331,895	505,831 329,677	14,545 2,219	616,699 295,698	605,044 282,747	11,655	-	3,238,110	3,155,476 2,054,476	82,634 32,834
3212 PERS - Public Employee Retirement System 3213 PARS - Public Agency Retirement System	518,052	518,457	195	416,573	411,711	4,863	354,756	340,529	8,227	169,736	105,357	4,379	331,895	329,677	2,219	295,698	282,747	12,951	-	2,087,311	2,054,476	32,834
3311 OASDI - Social Security	121,915	121,879	36	99,865	99,152	713	84,366	82,484	1,882	39,680	38,650	1,029	77,683	77,170	513	70,924	68,925	2,000	-	494,433	488,260	6,173
3331 MED - Medicare	77,403	75,950	1,453	76,532	75,231	1,301	55,542	53,885	1,657	30,274	29,927	347	57,502	56,215	1,287	63,118	61,698	1,420	-	360,371	352,906	7,465
3401 H&W - Health & Welfare	436,801	320,570	116,231	428,760	362,045	66,714	335,569	274,080	61,489	154,265	124,050	30,215	378,683	278,797	99,887	390,731	321,065	69,666	-	2,124,809	1,680,606	444,203
3501 SUI - State Unemployment Insurance 3601 Workers' Compensation Insurance	2,668 61,542	2,618 61,542	51	2,638 61,415	2,593 61,380	45	1,914 49,794	1,857 49,766	57	1,044 25,604	1,032 25,590	12 15	1,982 52,606	1,938 52,603	45	2,180 54,400	2,132 54,400	47	-	12,427 305,362	12,169 305,280	257 82
3751 OPEB, Active Employees	- 01,542	- 01,542	-		- 01,380				- 25	- 25,004	- 23,330	- 15	- 52,000	- 52,003	-	- 54,400	- 54,400		_	- 305,302	- 303,280	
3901 Other Retirement Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3902 Other Benefits	132	(6,335)	6,467	(523)	(4,292)	3,769	2,476	(3,394)	5,870	0	(2,854)	2,854	1,394	(10,271)	11,665	(813)	(25,980)	25,166	-	2,665	(53,126)	55,791
Total 3000 · Employee Benefits	1,864,134	1,717,231	146,903	1,789,607	1,699,049	90,557	1,358,285	1,261,136	97,149	698,404	656,643	41,761	1,422,123	1,291,959	130,164	1,492,937	1,370,031	122,906	-	8,625,489	7,996,049	629,440
4000 · Supplies 4111 Core Curricula Materials	105,109	105,109	-	114,987	114,987	-	102,190	102.190	-	42,034	42,034	-	106,785	106,785	-	28,393	28,393	-	-	499,497	499,497	-
4211 Books & Other Reference Materials	78,000	78,000	-	55,000	55,000	-	43,906	43,906	-	28,000	28,000	-	38,000	38,000	-	15,000	15,000	-	-	257,906	257,906	-
4311 Student Materials	62,804	65,904	(3,100)	52,981	56,985	(4,004)	76,928	80,987	(4,059)	35,779	35,719	60	53,055	55,240	(2,185)	85,765	84,495	1,270	-	367,312	379,331	(12,019)
4351 Office Supplies	12,000	12,000	-	21,347	21,578	(231)	12,539	13,063	(523)	7,200	7,200	-	15,600	15,600	-	12,000	12,000	-	-	80,687	81,441	(754)
4371 Custodial Supplies 4391 Food (Non Nutrition Program)	40,215 92,200	40,215 92,200	-	24,028 101,400	24,028 101,400	-	13,200 108,550	18,200 108,550	(5,000)	24,000 31,010	24,000 31,010	-	18,000 60,500	18,000 60,500	-	25,400 26,830	25,400 26,830	-	-	144,843 420,490	149,843 420,490	(5,000)
4392 Uniforms	30,000	30,000	-	17,500	17,500	-	19,251	19,251	-	12,900	24,850	(11,950)	2,000	4,938	(2,938)	13,600	13,600	-	-	95,251	110,140	(14,888)
4393 PE & Sports Equipment	7,000	7,000	-	9,929	16,344	(6,415)	1,500	1,500	-	4,500	4,500	-	9,804	11,193	(1,389)	7,500	7,500	-	-	40,234	48,037	(7,804)
4395 Before & After School Program Supplies	202,000	202,000	-	173,000	173,000	-	170,000	170,000	-	34,500	34,500	-	87,500	87,500	-	10,000	10,000	-	-	677,000	677,000	-
4399 All Other Supplies 4390 Other Supplies	16,274 347,474	18,668 349,868	(2,394) (2,394)	21,076 322,905	23,195 331,439	(2,119) (8,534)	14,355 313,656	17,470 316,771	(3,115) (3,115)	10,538 93,448	10,532 105,392	6 (11,944)	18,040 177,844	22,940 187,071	(4,900) (9,228)	27,126 85,056	27,132 85,062	(6)	-	107,409 1,340,384	119,937 1,375,604	(12,528) (35,220)
4411 Non Capitalized Equipment	183,400	183,400	(2,354)	92,844	94,841	(1,997)	78,038	99,181	(21,143)	45,771	45,537	(11,944) 235	128,283	128,808	(525)	41,000	144,738	(103,738)	-	569,337	696,504	(127,168)
4711 Nutrition Program Food & Supplies	817,929	686,759	131,170	464,681	434,899	29,782	447,492	411,140	36,352	79,074	99,612	(20,538)	255,141	260,751	(5,610)	224,556	225,950	(1,394)	-	2,288,873	2,119,112	169,762
4713 CACFP Supper Food & Supplies	-	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
Total 4000 · Supplies 5000 · Operating Services	1,646,931	1,521,255	125,675	1,148,774	1,133,757	15,017	1,087,950	1,085,438	2,511	355,306	387,494	(32,188)	792,708	810,255	(17,547)	517,170	621,037	(103,867)	-	5,548,839	5,559,238	(10,399)
5000 · Operating Services 5211 Travel & Conferences	60,803	60,803		31,763	31,763	-	28,772	28,772	_	13,354	13,354		16,044	16,044	_	27,488	27,488			178,223	178,223	
5311 Dues & Memberships	39,413	39,398	15	41,885	41,810	75	9,113	9,113	-	8,890	8,885	5	10,779	13,499	(2,720)	33,047	33,077	(30)	-	143,126	145,781	(2,655)
5451 General Insurance	-	-	-	-	-	-	-	-	-	47,224	47,224	-	-	-	-	2,119	1,908	211	-	49,343	49,132	211
5511 Utilities	215,463	219,000	(3,537)	130,896	130,896	-	121,976	121,976	-	76,133	76,133	-	168,377	168,377	-	170,667	170,667	-	-	883,512	887,048	(3,537)
5521 Security Services 5531 Housekeeping Services	99,832 143,522	99,832 143.522	-	590 164.860	164.860		500 166.723	500 166.723	-	500 11.000	500 11.000		657 228.335	657 230,495	(2,160)	103,284 118.629	103,284 118.629			205,363 833.069	205,363 835,229	(2.160)
5599 Other Facility Operations & Utilities	61,741	61,741	-	72,965	72,965	-	69,206	69,206	-	60,106	60,106	-	92,638	92,638		68,626	68,626	-	-	425,282	425,282	
5611 School Rent - Private Facility	530,444	530,444	-	-	-	-	-	-	-	251,035	251,035	-	-	-	-	476,081	476,081	-	-	1,257,559	1,257,559	-
5613 School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5619 Other Facility Rentals 5621 Equipment Lease	67,000 53,484	67,000 53,484	-	66,028 24,849	66,028 32,610	- (7,761)	58,924 40,247	58,924 40,247	-	9,809 20,651	12,797 20,651	(2,988)	2,140 27,705	3,064 27,705	(923)	22,299 49,391	43,844 49,391	(21,545)	-	226,201 216,328	251,657 224,089	(25,456) (7,761)
5631 Vendor Repairs	162,245	162,245	-	115,155	119,959	(4,804)	78,900	78,900	-	106,800	106,800	-	75,366	133,725	(58,359)	115,750	115,750		-	654,216	717,379	(63,163)
5812 Field Trips & Pupil Transportation	349,435	349,435	-	327,600	327,600	-	348,555	348,690	(135)	103,300	103,300	-	302,000	302,000		85,700	85,700	-	-	1,516,590	1,516,725	(135)
5821 Legal	3,000	3,000	-	77,865	78,285	(420)	-	-	-	-	-	-	19,000	19,000	-	-	-	-	-	99,865	100,285	(420)
5823 Audit	5 260	- - 260	-	7 500	7 500	-	7 00 4	7.004	-	15 204	15 204	-	-	-	-	2 500	- 3,500	-	-	-	- 47,377	-
5831 Advertisement & Recruitment 5841 Contracted Substitute Teachers	5,269 80,163	5,269 119,128	- (38,965)	7,500 101,474	7,500 154,953	- (53,480)	7,904 69,925	7,904 116,776	- (46,851)	15,204 44,121	15,204 49,738	- (5,616)	8,000 74,811	8,000 104,220	- (29,409)	3,500 107,645		- (1,947)		47,377 478,139	47,377 654,407	- (176,268)
5842 Special Education Services	480,988	509,580	(28,592)	1,468,449	1,486,244	(17,795)	733,228	782,496	(49,268)	226,919	243,029	(16,110)	448,528	580,970	(132,442)	680,965		(59,955)	-	4,039,078	4,343,239	(304,161)
5843 Non Public School	-	-	-	95,143	95,143	-	115,512	115,512	-	-	-	-	166,847	166,847	-	-	-	-	-	377,502	377,502	-

CAMINO NUEVO CHARTER ACADEMY 2023-24 Budget by Site Prepared by ExED. For use by ExED and ExED clients only. © 2023 ExED																						
	Camino N	luevo Charter	Academy -				Camino Nu	evo Charter A	cademy #3 -				Camino Nu	ievo Charter A	.cademy #4 -				Central			
		Burlington		Camino Nu	evo Charter A	Academy #2		Castellanos		Camino Nuevo	Charter Acad	emy #3 - Eisner		Cisneros	-	CNHS #2 -	Dalzell Lance	High School	Admin	CAMINO N	JEVO CHARTE	R ACADEMY
	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)	2023-24 Forecast	2023-24 Budget - Approved	2023-24 Forecast	Budget Variance Better/(Worse)															
5844 After School Services	203,483	203,483	-	203,483	203,483	-	203,483	203,483	-	-	-	-	203,483	203,483	-	-	-	-	-	813,932	813,932	-
5849 Other Student Instructional Services	858,244	858,244	-	771,080	771,080	-	777,556	777,556	-	249,407	191,407	58,000	591,586	591,586	-	147,100	147,100	-	-	3,394,972	3,336,972	58,000
5852 PD Consultants & Tuition	125,457	125,457	-	86,380	86,380	-	113,793	113,793	-	37,695	37,695	-	64,942	64,942	-	25,420	25,420	-	-	453,687	453,687	-
5854 Nursing & Medical (Non-IEP)	4,100 259,364	4,100 262,364	- (3,000)	4,000 252,499	7,600 258,890	(3,600) (6,391)	3,500 205,784	5,103 206,128	(1,603) (344)	2,500 90,792	2,500 90,792	-	4,600 224,843	4,600 236,005	- (11 163)	2,000 186,842	2,000 186.842	-	-	20,700 1,220,124	25,903 1,241,021	(5,203) (20,897)
5859 All Other Consultants & Services 5861 Non Instructional Software	126,144	126,144	(3,000)	145,264	145,264	(0,591)	102,196	102,196	(544)	67,200	67,200	-	126,436	126,436	(11,162)	100,042	100,042	-	-	676,993	676,993	(20,897)
5865 Fundraising Cost		3.086	(3,086)	8,914	10.256	(1,342)		- 102,150	-			-	- 120,450	2.985	(2,985)				-	8,914	16.327	(7,413)
5871 District Oversight Fees	84,990	85,653	(663)	93,129	92,765	363	60,068	60,245	(177)	36,699	36,387	311	65,935	66,480	(545)	79,009	79,005	3	-	419,829	420,536	(707)
5872 Special Education Fees (SELPA)	136,949	138,038	(1,089)	153,225	152,696	529	96,589	96,908	(319)	62,195	61,669	526	108,762	109,684	(922)	111,109	111,104	5	-	668,829	670,099	(1,270)
5881 Intra-Agency Fees	1,315,844	1,322,581	(6,737)	1,347,680	1,337,117	10,563	892,299	896,314	(4,015)	527,156	527,739	(583)	953,579	962,963	(9,384)	1,124,364	1,121,741	2,623	-	6,160,921	6,168,455	(7,534)
5895 Bad Debt Expense	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5898 Uncategorized Expense	7,905	3,430	4,476	-	10	(10)	-	-	-	-	-	-	748	-	748	1,144	3,917	(2,773)	-	9,798	7,356	2,441
5899 All Other Expenses	16,737	16,737	-	15,614	15,614	-	10,210	10,210	-	6,150	6,150	-	18,899	18,899	-	16,868	16,868	-	-	84,478	84,478	-
5911 Office Phone	13,020	13,020	-	13,188	13,188	-	12,768	12,768	-	14,328	14,328	-	13,572	13,572	-	14,376	14,376	-	-	81,252	81,252	-
5913 Mobile Phone	516	516	-	1,080	1,080	-	3,600	3,600	-	1,200	1,200	-	1,560	1,560	-	516	516	-	-	8,472	8,472	-
5921 Internet	15,600	15,600	-	13,800	13,800	-	12,876	12,876	-	13,200	13,200	-	12,000	12,000	-	15,717	15,717	-	-	83,193	83,193	-
5923 Website Hosting	-	-	-	1 250	1 350	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15 274	15.274	-
5931 Postage & Shipping	800 3,085	800 9,933	(6,848)	1,250 3,566	1,250 11,489	(7,923)	4,924 2,366	4,924 7.620	(5.254)	1,400 1,371	1,400 4,407	(3,036)	2,000 2,676	2,000 8,371	(5,695)	5,000 2,578	5,000 8,292	(5,714)	-	15,374 15,641	15,374 50,112	(34,471)
5999 Other Communications Total 5000 · Operating Services	5,085 5,525,041	5,613,067	(88,026)	5,841,173	5,933,168	(91,995)	4,351,496	4,459,460	(5,254) (107,965)	2,106,339	2,075,830	30,509	4,036,847	4,292,806	(255,959)	3,906,986	3,996,108	(89,122)	-	25,767,881	26,370,439	(602,559)
6000 · Capital Outlay	3,323,041	3,013,007	(88,020)	3,841,173	3,333,108	(51,555)	4,331,430	4,433,400	(107,503)	2,100,335	2,073,830	30,303	4,030,847	4,292,800	(233,333)	3,500,580	3,350,108	(83,122)	-	23,707,881	20,370,435	(002,333)
6901 Depreciation Expense	210,690	213,497	(2,807)	674,741	676,240	(1,498)	152,606	149,883	2,723	83,230	68,464	14,767	142,672	142,599	72	203,020	195,492	7,528	-	1,466,959	1,446,175	20,785
6911 Amortization Expense - Lease Assets			(2,007)	-		(1,150)	-				-								-	-		-
6912 Amortization Expense - Other	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-		-	-	-	-
6999 Capital Outlay	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total 6000 · Capital Outlay	210,690	213,497	(2,807)	674,741	676,240	(1,498)	152,606	149,883	2,723	83,230	68,464	14,767	142,672	142,599	72	203,020	195,492	7,528	-	1,466,959	1,446,175	20,785
7000 · Other Outgo																						
7438 Interest Expense	-	-	-	194,796	194,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-	194,796	194,796	-
Total 7000 · Other Outgo	-	-	-	194,796	194,796	-	-	-	-	-	-	-	-	-	-	-	-	-	-	194,796	194,796	-
TOTAL EXPENSE	14,583,664	14,320,603	263,061	14,958,122	14,883,638	74,484	10,791,555	10,698,823	92,732	5,306,630	5,235,278	71,352	10,348,171	10,426,570	(78,399)	10,431,103	10,409,328	21,776	-	66,419,245	65,974,240	445,005
NET INCOME	49,590	539,025	489,435	(174,129)	(66,556)	107,573	39,176	258,082	218,905	270,172	304,654	34,482	137,901	210,199	72,298	93,915	138,415	44,501	-	416,624	1,383,819	967,194
Beginning Cash Balance Cash Flow from Operating Activities	8,087,846	8,087,845		3,937,085	3,937,085		5,247,664	5,247,664		3,570,099	3,570,099		3,925,151	3,925,151		3,861,142	3,861,142		408,733	29,037,720	29,037,720	
Net Income Change in Accounts Receivable	49,590	539,025		(174,129)	(66,556)		39,176	258,082		270,172	304,654		137,901	210,199		93,915	138,415		-	416,624	1,383,819	
Prior Year Accounts Receivable	1,093,573	1,093,573		1,519,332	1,519,332		588,406	588,406		319,379	319,379		1,232,185	1,232,185		876,545	876.545			5,629,420	5,629,420	
Current Year Accounts Receivable	(1,576,327)	(1,864,434)		(1,802,087)	(1,920,769)		(1,028,902)	(1,796,055)		(703,706)	(691,334)		(1,309,690)	(1,321,736)		(1,099,888)	(1,097,084)			(7,520,600)	(8,691,412)	
Change in Due from	(2)	1,123		(1,918)	(344)		(_,_20,332)	-			(101)004)		(0)	(0)		834	834		147,388	146,301	149,001	
Change in Accounts Payable	(15,169)	(18,623)		(18,707)	(9,774)		141,557	146,713		(6,524)	(6,524)		(19,000)	(19,000)		(11,831)	(11,831)		(589)	69,737	80,371	
Change in Due to	2,391,884	1,526,230		(194,802)	(99,838)		(145,169)	405,778		1,014,328	1,021,201		1,508,947	953,027		(465,217)	(466,301)		(379,558)	3,701,334	2,960,538	
Change in Accrued Vacation	-	-		-			-	-		-	-		-	-		-	-		-	-	-	
Change in Payroll Liabilities	(31,619)	(39,545)		(50,086)	(53,057)		(43,058)	(47,575)		(12,704)	(12,941)		(78,172)	(78,889)		(49,977)	(45,056)		(19,616)	(284,132)	(296,679)	
Change in Prepaid Expenditures	(12,586)	(12,586)		(12,366)	(12,366)		(16,273)	(16,273)		(4,864)	(4,864)		(4,070)	(4,070)		(1,248)	(1,248)		(9,627)	(61,035)	(61,035)	
Change in Deposits	-	-		-			-	-		-	-		-	-		-	-		(500)	-	(500)	
Change in Deferred Revenue	(3,377,205)	(3,246,705)		(284,156)	(1,348,819)		(587,265)	(1,385,956)		(1,062,564)	(1,062,564)		(1,899,163)	(1,899,163)		154,944	(63,560)		-	(7,055,408)	(9,006,767)	
Change in Other Long Term Assets	56,833	85,551		3,688	5,545		6,061	9,113		26,377	39,706		3,789	5,697		48,330	72,753		-	145,078	218,366	
Change in Other Long Term Liabilities	-	-		-	-		-	-		-	-		-	-		-	-		-	-	-	
Depreciation Expense	210,690	213,497		674,741	676,240		152,606	149,883		83,230	68,464		142,672	142,599		203,020	195,492		-	1,466,959	1,446,175	
Cash Flow from Investing Activities Capital Expenditures	(483,005)	(423,862)		(159,099)	(179,931)		(249,462)	(61,839)		(242,802)	(211,278)		(23,281)	(23,281)		(273,522)	(187,901)			(1,431,172)	(1,088,091)	
Cash Flow from Financing Activities	(485,005)	(425,602)		(159,099)	(1/9,951)		(249,402)	(01,059)		(242,002)	(211,270)		(25,201)	(25,201)		(275,522)	(187,901)		-	(1,451,172)	(1,088,091)	
Source - Sale of Receivables																						
Use - Sale of Receivables																						
Source - Loans	-	_		-			-			-	_		_			-			_	-		
Use - Loans	-	_		(404,597)	(404,597)		_				-		_	_		-				(404,597)	(404,597)	
Ending Cash Balance	6,394,503	5,941,090		3,032,899	2,042,149		4,105,341	3,497,939		3,250,421	3,333,999		3,617,268	3,122,718		3,337,046	3,272,200		146,231	23,856,229	21,356,327	



#### CAMINO NUEVO CHARTER ACADEMY Financial Analysis December 2023

#### **Net Income**

Camino Nuevo Charter Academy is projected to achieve a net income of \$1.38M in FY23-24 compared to \$417K in the revised board approved budget. Reasons for this positive \$967K variance are explained below in the Income Statement section of this analysis.

#### **Balance Sheet**

As of December 31, 2023, the school's cash balance was \$29.67M. By June 30, 2024, the school's cash balance is projected to be \$21.36M, which represents a 33% reserve. There is a \$2.5M dip in projected cash as compared to the budget due to a correction in the ELOP funding receipt formula that had caused the projected deferred revenue and cash to be overstated. There is no net income effect to this correction.

As of December 31, 2023, the Accounts Receivable balance was \$896K, down from \$909K in the previous month, due to the receipt of revenue earned in FY22-23.

As of December 31, 2023, the Accounts Payable balance, including payroll liabilities, totaled \$1.97M, compared to \$1.94M in the prior month.

As of December 31, 2023, CNCA had a debt balance of \$9.64M. An additional \$203K will be paid this fiscal year. This debt is related to Prop 55/Kayne Siart construction loan.

#### **Income Statement**

#### Revenue

Total revenue for FY23-24 is projected to be \$67.36M, which is \$522K or 0.8% over budgeted revenue of \$66.84M.

**Interest & Dividend Income (8660) \$349K increase** in interest revenue based on most recent LACOE interest distributions. This includes a \$243K adjustment to FY22-23.

**SELPA Grants (8698) \$109K increase** in SELPA grants revenue based on round one allocations awarded to each charter.

#### Expenses

Total expenses for FY23-24 are projected to be \$65.97M, which is \$445K or 0.7% under budgeted expenditures of \$66.42M.

**Teachers' Salaries - Stipend/Extra Duty (1175) \$105K under** budget as the semi-annual stipends came in lower than expected.

Health & Welfare expense is H&W - Health & Welfare (3401) \$444K under budget based on employee elections during open enrollment.

This report will discuss revenue and expenditure variances from the Board-approved budget that are above \$75,000 and 10%.



**Non Capitalized Equipment (4411) \$127K over** budget largely due to a budgeted furniture purchase at the Dalzell Lance campus which did not meet the capitalization threshold.

Contracted Substitute Teachers (5841) \$176K over budget as a result of teacher vacancies or being absent.

#### ADA

Budgeted P2 ADA is 2,771.37 based on enrollment of 3,001 and a 92.2% attendance rate.

Forecast P2 ADA is 2,774.99 based on enrollment of 3,004 and a 92.7% attendance rate.

Actual ADA through Month 5 is 2,768.27 with ending enrollment of 3,004 and a 92.7% attendance rate.

In Month 5, ADA was 2,747.63 with a 91.6% attendance rate.

#### CAMINO NUEVO CHARTER ACADEMY 2023-24 Cash Flow Forecast

n	2023-24	2023-24												Actuals as of	12/31/2023	FORECAST	Poste and a	
		2023-24 Trend	ACTUAL Jul-23	ACTUAL	ACTUAL	ACTUAL Oct-23	ACTUAL Nov-23	ACTUAL	Jan-24	Feb-24	Mar-24	A		h	A	Jul-23 - Jun-24	Budget Variar	nce % Bet
	Budget	Trend	Jui-23	Aug-23	Sep-23	067-23	NOV-23	Dec-23	Jan-24	FeD-24	iviar-24	Apr-24	May-24	Jun-24	Accrual	Jui-23 - Jun-24	Better / (Worse)	(Wo
# of School Days in Month			0	17	20	18	16	11	16	20	15	20	22	10		185		
Enrollment	3,001	3,004														3,004	3	
Unduplicated Pupil Percentage		95.71%														95.71%	i	
ADA	2,769.73	2,774.99														2,774.99	5.26	
ADA Rate		92.73%														92.73%	1	
8011-8098 · Local Control Funding Formula Sources																		
3011 Local Control Funding Formula	25,586,212	25,080,491	1,199,413	1,199,413	2,158,946	2,158,946	2,158,946	2,158,946	2,156,312	2,322,550	2,322,550	2,322,550	2,322,550	-	2,599,367	25,080,491	(505,722)	
012 Education Protection Account	6,681,524	7,239,487	-	-	1,760,413	-	-	1,760,412	-	-	-	1,901,535	-	-	1,817,127	7,239,487	557,963	
8019 Local Control Funding Formula - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3096 In Lieu of Property Taxes	9,715,188	9,733,638	564,080	1,128,159	752,106	752,106	752,106	752,105	752,106	1,425,963	712,981	712,981	712,981	712,981	2,981	9,733,638	18,450	
098 In Lieu of Property Taxes, Prior Year Total 8011-8098 · Local Control Funding Formula Sources	41,982,924	42,053,616	1,763,493	2,327,572	4,671,465	2,911,052	2,911,052	4,671,463	2,908,418	3,748,513	3,035,532	4,937,067	3,035,532	712,981	4,419,476	42,053,616	70,692	
3100-8299 · Federal Revenue	41,502,524	42,033,010	1,703,455	2,327,372	4,071,405	2,511,052	2,511,052	4,071,403	2,500,410	3,740,513	3,033,332	4,537,007	3,033,332	712,501	4,415,470	42,033,010	70,032	
181 Special Education - Federal (IDEA)	673,848	675,127	39,124	78,249	52,166	52,166	52,166	52,167	52,166	98,905	49,453	49,453	49,453	49,453	207	675,127	1,280	
21 Child Nutrition - Federal	1,871,263	1,818,895	-	· -	-	-	-	188,150	186,424	169,294	156,995	107,934	156,995	196,244	657,418	1,819,455	(51,808)	
223 CACFP Supper	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
91 Title I	1,238,770	1,226,727	-	-	-	-	-	-	306,682	-	-	306,682	-	-	613,364	1,226,727	(12,043)	
92 Title II	134,118	133,450	-	-	-	-	-	-	33,363	-	-	33,363	-	-	66,725	133,450	(668)	
94 Title III	161,174	172,523 97,759	-	-	-	-	-	-	43,131 24,440	-	-	43,131 24,440	-	-	86,262 48,880	172,523	11,349 (3,455)	
95 Title IV, SSAE 96 Title IV, PCSGP	101,214	97,759		-		-	-	-	24,440	-	-	24,440	-	-	48,880	97,759	(3,455)	
297 Facilities Incentive Grant	_	-	_	-	-	_	-	_	-	_	-	_	-	-	-	_		
99 All Other Federal Revenue	3,279,029	3,180,824	466,592	-	-	-	510,728	-	-	-	-	2,385,618	-	-	(182,114)	3,180,824	(98,205)	
Total 8100-8299 · Other Federal Income	7,459,415	7,305,305	505,716	78,249	52,166	52,166	562,894	240,317	646,205	268,199	206,448	2,950,620	206,448	245,697	1,290,741	7,305,866	(153,549)	
300-8599 · Other State Revenue																		
20 Child Nutrition - State	420,844	470,482	-	-	-	-	-	47,125	47,980	43,955	40,791	28,044	40,791	50,989	170,812	470,485	49,641	
50 Mandate Block Grant	68,286	68,286	-	-	-	-	67,967	-	=	-	-	-	-	-	- 139.042	67,967 513,549	(319)	
61 State Lottery - Non Prop 20 62 State Lottery - Prop 20	512,342 208,410	513,549 208,901				-	-	246,119	-	-	-	128,387	-	-	139,042 208,901	208,901	1,207 491	
60 Lottery Revenue	720,752	722,450	_	_	-	_		246,119	-	-	-	128,387	-	-	347,944	722,450	1,698	
87 State Grant Pass-Through		-	-	-	-	-	-		-	-	-	-	-	-	-		-	
91 SB740	933,312	925,509	-	-	-	-	-	-	443,323	-	-	221,662	-	-	260,524	925,509	(7,803)	
92 State Mental Health	224,127	224,552	10,843	10,843	19,519	19,519	-	39,038	20,210	20,210	20,210	20,210	20,210	-	23,742	224,552	426	
93 After School Education & Safety	813,931	813,931	-	-	-	-	-	-	-	-	-	203,483	-	-	610,449	813,931	-	
594 Supplemental Categorical Block Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
95 Expanded Learning Opportunity Program	8,089,824	8,060,685	4,018,624	219,935	395,883	395,883	395,883	395,883	395,883	395,883	395,883	395,883	395,883	-	259,178	8,060,685	(29,139)	
96 Prop 28 Arts & Music 99 State Revenue - Other	218,457 2,418,462	219,072 2,448,182	8.488.811	-	-	822,374	-	-	-	19,717	19,717	19,717 612,046	19,717	-	140,206 (7,475,048)	219,072 2,448,182	615 29,720	
Total 8300-8599 · Other State Income	13,907,995	13,953,150	12,518,279	230,778	415,402	1,237,776	463,850	728,165	907,396	479,764	476,600	1,629,430	476,600	50,989	(5,662,195)	13,952,834	44,839	
600-8799 · Other Local Revenue	,	,	,,				,	,	,	,	,	_,,	,	,	(-,,,			
31 Sale of Equipment & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4 Food Service Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
50 Leases & Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
60 Interest & Dividend Income	138,521	488,000	9,808	30	61	63	243,741	221,605	1,035	2,331	2,331	2,331	2,331	2,331	-	488,000	349,479	
62 Net Increase (Decrease) in Fair Value of Investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<ul><li>i81 Intra-Agency Fee Income</li><li>i82 Childcare &amp; Enrichment Program Fees</li></ul>					_				-	-	-	-	-	-	-			
89 All Other Fees & Contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
592 Grants	502,507	502,507	-	41,000	-	-	2,080	14,800	-	5,528	173	-	-	225,314	213,613	502,507	0	
94 In Kind Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
95 Contributions & Events	14,157	6,359	5,139	-	-	202	-	1,200	-	-	-	-	-	8,000	0	14,541	383	
96 Other Fundraising	29	-	-	-	-	29	-	-	-	-	-	-	-	-	0	29		
997 E-Rate 998 SELPA Grants	79,931	66,554	-	-	13,377	(0)	73,878	7,995	7,578	7,578	7,578	7,578	7,578	7,578	-	140,719	60,788	
98 SELPA Grants 99 All Other Local Revenue	-	109,460	-	-	-	-	-	-	70,178	39,282	-	-	-	-	-	109,460	109,460	
92 Transfers of Apportionments - Special Education	2,670,297	2,675,368	155,042	310,083	206,723	206,722	206,722	206,722	206,722	391,937	195,969	195,969	195,969	195,969	819	2.675.368	5,071	
Total 8600-8799 · Other Income-Local	3,405,442	3,848,247	169,989	351,113	220,161	207,016	526,421	452,322	285,514	446,656	206,051	205,878	205,878	439,192	214,433	3,930,623	525,181	
rior Year Adjustments									-									
099 Other Prior Year Adjustment	80,092	115,119	-	5,000		75,092	17,241	17,786		-		-	-	-	-	115,119	35,027	

#### CAMINO NUEVO CHARTER ACADEMY 2023-24 Cash Flow Forecast

														Actuals as of	12/31/2023			
	2023-24	2023-24	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL								FORECAST	Budget Varian	
	Budget	Trend	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse)	% Better / (Worse)
Total Prior Year Adjustments	80,092	115,119	-	5,000	-	75,092	17,241	17,786	-	-	-	-	-	-	-	115,119	35,027	44%
TOTAL INCOME	66,835,869	67,275,438	14,957,477	2,992,712	5,359,194	4,483,101	4,481,457	6,110,053	4,747,533	4,943,133	3,924,631	9,722,996	3,924,459	1,448,859	262,454	67,358,059	522,189	1%
Expense																		
1000 · Certificated Salaries																		
1110 Teachers' Salaries	10,934,106	11,188,983	(2,700)	913,254	929,217	948,755	943,444	943,097	1,017,180	1,017,180	1,017,180	1,017,180	1,017,180	1,017,180	-	10,778,149	155,958	1%
1120 Teachers' Hourly	91,267	93,100	2,100	4,258	10,202	8,607	8,504	7,704	8,845	9,310	7,448	10,241	10,241	7,448	-	94,907	(3,640)	-4%
1170 Teachers' Salaries - Substitute	508,775	500,192	4,141	41,034	46,963	62,379	47,570	43,601	47,401	49,896	39,917	54,885	54,885	39,917	-	532,590	(23,814)	-5%
1175 Teachers' Salaries - Stipend/Extra Duty	846,734	936,093	179,960	49,215	9,342	15,057	13,738	137,563	8,148	8,424	7,318	8,977	8,977	294,962	-	741,680	105,054	129
1211 Certificated Pupil Support - Librarians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1213 Certificated Pupil Support - Guidance & Counseling	-	-		-						-		-	-		-	-	-	
1215 Certificated Pupil Support - Psychologist	313,908	398,504	19,131	11,609	8,750	8,750	8,750	8,750	33,209	33,209	33,209	33,209	33,209	33,209	-	264,991	48,917	16
1299 Certificated Pupil Support - Other	683,971	728,498	48,135	47,967	48,097	48,431	49,301	56,663	62,142	61,099	61,099	61,620	62,142	60,577	2,608	669,881	14,090	2
1300 Certificated Supervisors' & Administrators' Salaries	3,454,517	3,512,854	279,914	282,280	272,224	269,492	274,302	282,723	292,449	292,449	292,449	292,449	292,449	294,949	-	3,418,130	36,386	1
1900 Other Certificated Salaries Total 1000 - Certificated Salaries	16,833,279	17,358,224	530,681	-	-	-	-	-	-	1,471,567	1,458,620	1,478,561	1,479,083	-	2.608	16,500,328	332,951	2
	16,833,279	17,358,224	530,681	1,349,617	1,324,796	1,361,471	1,345,610	1,480,101	1,469,373	1,4/1,56/	1,458,620	1,478,561	1,479,083	1,748,241	2,608	16,500,328	332,951	2
2000 · Classified Salaries 2111 Instructional Aide & Other Salaries	2,832,654	2,872,170	45,050	219,618	235,698	261,146	200,399	191,738	262,466	275,953	222,005	302,927	302,927	287,946		2,807,872	24,783	1
2111 Instructional Alde & Other Salaries 2121 After School Staff Salaries	2,032,034	2,872,170	45,050	219,010	233,096	201,140	200,599	191,/38	202,400	2/0,900	222,000	302,927	302,927	207,940	-	2,007,072	24,763	1
2121 Alter school stall salaries 2131 Classified Teacher Salaries	979,229	1,223,889	80,809	30,923	30,460	46,392	46,459	41,669	105,078	110,608	88,487	121,669	121,669	93,812	-	918,035	61,194	6
2200 Classified Support Salaries	775,618	780,859	46.527	69,547	60,283	63,354	63,752	58,985	69,242	64,744	63,348	67,865	70,289	60,924	12,119	770,979	4,639	1
2300 Classified Supervisors' & Administrators' Salaries	220,185	244,025	16.661	11,544	12,466	12,299	15,749	19,267	20,908	20,591	20,109	21,051	21,269	19,890	1,094	212.899	7,286	3
2400 Classified Office Staff Salaries	1,469,791	1,506,534	79,753	116,790	122,637	124,623	124,903	117,638	131,603	125,796	123,086	130,393	133,635	119,844	16,210	1,466,911	2,880	0
2900 Other Classified Salaries	1,704,525	1,672,437	92,483	148,235	147,692	154,104	147,415	139,495	150,580	150,356	133,981	160,702	162.861	131,822	10,793	1,730,519	(25,994)	-2
Total 2000 · Classified Salaries	7,982,003	8,299,913	361,283	596,656	609,236	661,918	598,677	568,791	739,876	748,048	651,016	804,606	812,650	714,240	40,217	7,907,216	74,787	1
3000 · Employee Benefits	,,	., ,													,		, -	
3111 STRS - State Teachers Retirement System	3,238,110	3,315,421	129,526	255,197	251,783	258,661	257,120	263,551	280,650	281,069	278,596	282,405	282,505	333,914	498	3,155,476	82,634	35
3212 PERS - Public Employee Retirement System	2,087,311	2,214,417	83,932	137,766	164,837	165,900	153,345	145,254	197,399	199,579	173,691	214,669	216,815	190,559	10,730	2,054,476	32,834	29
3213 PARS - Public Agency Retirement System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3311 OASDI - Social Security	494,433	514,595	23,072	36,443	37,321	40,917	36,388	34,459	45,872	46,379	40,363	49,886	50,384	44,283	2,493	488,260	6,173	15
3331 MED - Medicare	360,371	372,043	15,400	27,604	27,382	28,701	27,414	28,934	32,034	32,184	30,590	33,106	33,230	35,706	621	352,906	7,465	25
3401 H&W - Health & Welfare	2,124,809	2,044,986	315,744	(46,993)	(50,235)	290,787	170,879	34,228	148,404	169,891	150,717	150,717	150,717	-	195,750	1,680,606	444,203	219
3501 SUI - State Unemployment Insurance	12,427	12,829	531	952	944	990	945	998	1,105	1,110	1,055	1,142	1,146	1,231	21	12,169	257	25
3601 Workers' Compensation Insurance	305,362	381,147	84,583	24,148	-	48,123	24,062	24,062	24,103	24,103	24,103	24,103	3,892	-	-	305,280	82	0
3751 OPEB, Active Employees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3901 Other Retirement Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3902 Other Benefits	2,665	-	(692)	(690)	259	533	(66,496)	13,961	-	-	-	-	-	-	-	(53,126)	55,791	20935
Total 3000 · Employee Benefits	8,625,489	8,855,437	652,095	434,428	432,291	834,613	603,656	545,446	729,567	754,315	699,114	756,027	738,689	605,693	210,114	7,996,049	629,440	7
4000 · Supplies						(1.750)												
4111 Core Curricula Materials	499,497	499,497	4,719	5,812	25,624	(1,750)	163,052	35,911	44,355	44,355	44,355	44,355 36,448	44,355	44,355	-	499,497	-	
4211 Books & Other Reference Materials	257,906	257,906	-	1,356	1,039	4,741	3,945	24,876	39,711	36,448	36,448		36,448	36,448	-	257,906	(0)	
4311 Student Materials	367,312 80,687	379,331 81.441	4,200 347	38,891	29,315 7,376	33,822 4,937	42,791	27,991	33,720 8.106	33,720 8,106	33,720 8.106	33,720 8.106	33,720 8,106	33,720 8.106	-	379,331 81.441	(12,019)	-3
4351 Office Supplies	80,687	81,441 149,843		5,136 22,975	7,376 9,709	4,937 14,006	5,691 41,522	9,316 6,526	-,	8,106 8,105	8,106 8,105	-,	8,106 8,105	8,106	-	81,441 149,843	(754)	-1
4371 Custodial Supplies 4391 Food (Non Nutrition Program)	144,843 420,490	420,490	5,123 1,932	22,975 31,564	9,709 70,786	14,006 6,920	41,522 52,850	6,526	9,458 40,602	8,105 40,602	8,105 40,602	8,105 40,602	8,105 40,602	8,105 40,602	-	420,490	(5,000)	-3
4391 Food (Non Nutrition Program) 4392 Uniforms	95,251	420,490	1,952	4,614	2,051	10.063	52,850	12,625	40,602	40,602	40,602	40,602	40,602	40,602	-	420,490	(14.888)	-16
4392 Difforms 4393 PE & Sports Equipment	40,234	48,037		4,614	9,744	8,749	9,982	6,723	2,059	2,059	2,059	2,059	2,059	2.059	-	48.037	(14,888) (7,804)	-10
4395 Before & After School Program Supplies	677,000	677,000		407	5,744	5,618	5,502	6,933	110,741	110,741	110,741	110,741	110,741	110,741	-	677,000	(7,804)	-15
4399 All Other Supplies	107,409	119,937	297	4,268	9,922	11,943	10,220	26,422	9,477	9,477	9,477	9,477	9,477	9,477	_	119,937	(12,528)	-12
4390 Other Supplies	1,340,384	1,375,604	2,229	40,933	92,502	43,294	78,989	52,903	177,459	177,459	177,459	177,459	177,459	177,459	-	1,375,604	(35,220)	-3
4411 Non Capitalized Equipment	569,337	696,504	211,688	44,675	91,552	12,626	31,853	105,340	25,718	34,610	34,610	34,610	34,610	34,610	-	696,504	(127,168)	-22
4711 Nutrition Program Food & Supplies	2,288,873	2,101,808	8,423	-	101,750	257,486	202,588	96,984	177,151	219,843	242,502	181,877	242,502	266,753	121,251	2,119,112	169,762	7
4713 CACFP Supper Food & Supplies		-		-		-	· · ·	-	-	-	-	-	-	-	-	-	-	
Total 4000 · Supplies	5,548,839	5,541,934	236,729	159,779	358,866	369,163	570,432	359,848	515,678	562,646	585,305	524,680	585,305	609,556	121,251	5,559,238	(10,399)	0
5000 · Operating Services																	,	
5211 Travel & Conferences	178,223	178,223	2,625	1,553	68	10,477	13,296	5,293	24,151	24,151	24,151	24,151	24,151	24,151	-	178,223	0	
5311 Dues & Memberships	143,126	145,781	45,623	5,077	6,643	5,580	802	2,066	13,332	13,332	13,332	13,332	13,332	13,332	-	145,781	(2,655)	-2
5451 General Insurance	49,343	49,132	28,203	-	-	-	-	1,908	-	-	-	-	9,510	9,510	-	49,132	211	(
5511 Utilities	883,512	887,048	14,152	15,083	69,290	54,047	66,429	71,704	85,192	85,192	85,192	85,192	85,192	85,192	85,192	887,048	(3,537)	(
5521 Security Services	205,363	205,363	-	6,710	15,450	23,090	33,585	(592)	12,739	22,876	22,876	22,876	22,876	22,876	-	205,363	0	
5531 Housekeeping Services	833,069	835,229	58,540	68,950	59,372	57,028	60,903	648	88,298	88,298	88,298	88,298	88,298	88,298	-	835,229	(2,160)	(
5599 Other Facility Operations & Utilities	425,282	425,282	11,383	4,576	45,193	18,395	69,112	13,728	43,816	43,816	43,816	43,816	43,816	43,816	-	425,282	-	

#### CAMINO NUEVO CHARTER ACADEMY 2023-24 Cash Flow Forecast

Prepared by ExED.	For use h	VEVED and EVED	clients only	@ 2022 EV	ED.

														Actuals as of	12/31/2023			
	2023-24	2023-24	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL								FORECAST	Budget Varian	ce % Bette
	Budget	Trend	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse)	(Wors
5611 School Rent - Private Facility	1,257,559	1,257,559	90,810	90,810	90,810	90,810	90,810	90,810	118,784	118,784	118,784	118,784	118,784	118,784	-	1,257,559	(0)	
5613 School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5619 Other Facility Rentals	226,201	251,657	249	15,946	942	8,295	9,422	35,777	30,171	30,171	30,171	30,171	30,171	30,171	-	251,657	(25,456)	-1
621 Equipment Lease	216,328	224,089	17,541	10,865	14,398	50	2,252	9,817	28,195	28,195	28,195	28,195	28,195	28,195	-	224,089	(7,761)	
631 Vendor Repairs	654,216	717,379	17,081	29,973	48,330	29,243	97,672	125,563	52,788	52,788	52,788	52,788	52,788	52,788	52,788	717,379	(63,163)	-1
5812 Field Trips & Pupil Transportation 5821 Legal	1,516,590 99,865	1,516,725 99,865	-	5,725	8,153 1,372	25,955 77,865	38,012 420	24,904	235,663 2,947	235,663 2,947	235,663 2,947	235,663 2,947	235,663 2,947	235,663 2,947	2,947	1,516,725 100,285	(135) (420)	
823 Audit	99,805	99,005	-	-	1,572	77,005	420	-	2,947	2,947	2,947	2,947	2,947	2,947	2,947	100,285	(420)	
5831 Advertisement & Recruitment	47,377	47,377	2,117	618	1,898	1,948	4,449	441	5,984	5,984	5,984	5,984	5,984	5,984	_	47,377		
5841 Contracted Substitute Teachers	478,139	654,407	-	15,909	90,508	106,485	266,328	88,101	12,439	12,439	12,439	12,439	12,439	12,439	12,439	654,407	(176,268)	-
842 Special Education Services	4,039,078	4,343,239	334	28,990	98,431	146,018	405,071	253,416	342,297	511,447	511,447	511,447	511,447	511,447	511,447	4,343,239	(304,161)	
5843 Non Public School	377,502	377,502	-				37,032	37,032	50,573	50,573	50,573	50,573	50,573	50,573		377,502	-	
5844 After School Services	813,932	813,932		-	77,323	154,647	77,323	77,323	71,219	71,219	71,219	71,219	71,219	71,219	-	813,932	-	
5849 Other Student Instructional Services	3,394,972	3,336,972	73,666	-	471,429	438,612	-	393,850	326,569	326,569	326,569	326,569	326,569	326,569	-	3,336,972	58,000	
5852 PD Consultants & Tuition	453,687	453,687	2,658	11,930	138,978	108,982	6,572	16,750	27,969	27,969	27,969	27,969	27,969	27,969	-	453,687	0	
5854 Nursing & Medical (Non-IEP)	20,700	25,903	-	-	-	-	745	12,703	2,076	2,076	2,076	2,076	2,076	2,076	-	25,903	(5,203)	-
859 All Other Consultants & Services	1,220,124	1,241,021	19,267	46,223	50,642	205,756	109,878	(51,961)	143,536	143,536	143,536	143,536	143,536	143,536	-	1,241,021	(20,897)	
861 Non Instructional Software	676,993	676,993	346,688	22,215	21,266	37,787	19,011	14,232	35,966	35,966	35,966	35,966	35,966	35,966	-	676,993	0	
5865 Fundraising Cost	8,914	-	-	-	-	8,913	7,413	-	0	0	0	0	0	0	-	16,327	(7,413)	-
871 District Oversight Fees	419,829	420,536	22,416	44,831	29,889	29,888	29,888	29,889	38,956	38,956	38,956	38,956	38,956	38,956	-	420,536	(707)	
872 Special Education Fees (SELPA)	668,829	670,099	38,834	77,668	51,774	51,776	51,776	51,782	53,608	97,627	48,814	48,814	48,814	48,814	-	670,099	(1,270)	
5881 Intra-Agency Fees	6,160,921	6,168,455	-	-	-	1,558,728	-	-	768,288	768,288	768,288	768,288	768,288	768,288	-	6,168,455	(7,534)	
5895 Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
898 Uncategorized Expense	9,798	-	-	925	2,542	6,330	(2,546)	105	-	-	-	-	-	-	-	7,356	2,441	
899 All Other Expenses	84,478	84,478	-	500	(27,735)	22,623	5,256	6,946	12,815	12,815	12,815	12,815	12,815	12,815	-	84,478	-	
911 Office Phone	81,252	81,252	258	5,083	7,148	7,131	7,212	10,733	7,281	7,281	7,281	7,281	7,281	7,281	-	81,252	-	
5913 Mobile Phone	8,472	8,472		-	-	-			1,412	1,412	1,412	1,412	1,412	1,412	-	8,472	-	
5921 Internet	83,193	83,193		-	-	-	6,239	20,116	9,473	9,473	9,473	9,473	9,473	9,473	-	83,193	0	
5923 Website Hosting	15,374	15.374	1.632	2,720	418	2.688	(1,276)	- 529	1.444	1.444	1,444	1,444	1.444	1.444	-	15.374	(0)	
5931 Postage & Shipping 5999 Other Communications	15,374	3,401	283	2,720	418 12,448	2,688	(1,276) 298	34,753	290	290	290	290	290	290	-	50,112	(0) (34,471)	-2
Total 5000 · Operating Services	25,767,881	26,299,625	794,359	513,170	1,386,980	3,289,445	1,513,384	1,378,365	2,648,271	2,871,577	2,822,763	2,822,763	2,832,274	2,832,274	664,813	26,370,439	(602,559)	-2
6000 · Capital Outlay	23,707,001	20,255,025	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	513,170	1,300,300	3,203,443	1,515,504	1,370,303	2,040,271	2,071,377	2,022,703	2,022,703	2,032,274	2,032,274	004,013	20,370,435	(002,555)	
901 Depreciation Expense	1,466,959	1,437,677	114,596	113,925	114,840	114,098	132,034	117,254	121,273	122,416	124,421	123,738	124,021	123,558	-	1,446,175	20,785	
6911 Amortization Expense - Lease Assets		_,,								,					-			
6912 Amortization Expense - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5999 Capital Outlay	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total 6000 · Capital Outlay	1,466,959	1,437,677	114,596	113,925	114,840	114,098	132,034	117,254	121,273	122,416	124,421	123,738	124,021	123,558	-	1,446,175	20,785	
7000 · Other Outgo																		
438 Interest Expense	194,796	194,796	-	-	98,404	-	-	-	-	=	96,392	-	=	-	-	194,796	-	
Total 7000 · Other Outgo	194,796	194,796	-	-	98,404	-	-	-	-	-	96,392	-	-	-	-	194,796	-	
TOTAL EXPENSE	66,419,245	67,987,606	2,689,744	3,167,576	4,325,415	6,630,708	4,763,793	4,449,805	6,224,037	6,530,569	6,437,632	6,510,376	6,572,022	6,633,562	1,039,003	65,974,240	445,005	
COME	416,624	(712,168)	12,267,733	(174,864)	1,033,779	(2,147,606)	(282,335)	1,660,248	(1,476,504)	(1,587,436)	(2,513,001)	3,212,620	(2,647,563)	(5,184,703)	(776,549)	1,383,819	967,194	23
Operating Income EBITDA																2,829,993 3,024,789		
ing Cash Balance	29,037,719	29,037,720	29,037,720	27,168,442	27,439,638	28,441,870	26,169,346	27,877,647	29,673,010	27,844,748	26,199,450	23,355,565	27,305,230	25,395,942	21,356,327	29,037,720	1	
n Flow from Operating Activities																		
Net Income	416,624	(712,168)	12,267,733	(174,864)	1,033,779	(2,147,606)	(282,335)	1,660,248	(1,476,504)	(1,587,436)	(2,513,001)	3,212,620	(2,647,563)	(5,184,703)	(776,549)	1,383,819	967,194	
hange in Accounts Receivable																		
Prior Year Accounts Receivable	5,629,420	-	822,564	796,544	-	856,742	2,244,803	12,432	81,393	25,608	-	626,494	162,839	-	-	5,629,420	-	
Current Year Accounts Receivable	(7,520,600)	(8,691,412)	-	-	-	-	-	-	-	-	-	-	-	-	(8,691,412)	(8,691,412)	(1,170,812)	
Change in Due from	146,301	-	(31,621)	(213,437)	(63,948)	74,074	(81,049)	(61,786)	-	-	-	1,813	524,955	-	-	149,001	2,699	
hange in Accounts Payable	69,737	80,371	(1,385,893)	(525,876)	(90,326)	99,905	(17,844)	57,716	(278,706)	-	-	-	-	1,182,393	1,039,003	80,371	10,634	
hange in Due to	3,701,334	2,960,538	(265,392)	(107,577)	(57,106)	(1,323,683)	(57,356)	(19,792)	(235,498)	-	-	-	-	-	5,026,941	2,960,538	(740,795)	
hange in Accrued Vacation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Change in Payroll Liabilities	(284,132)	(296,679)	(999,017)	393,470	296,759	24,657	8,964	(21,512)	-	-	-	-	-	-	-	(296,679)	(12,548)	
Change in Prepaid Expenditures	(61,035)	(61,035)	125,754	-	(1,294)	(5,754)	(10,455)	(8,423)	-	-	-	-	-	(160,863)	-	(61,035)	0	
Change in Deposits		(500)		-	-		(500)	-								(500)	(500)	

CAMINO NUEVO CHARTER ACADEMY 2023-24 Cash Flow Forecast Prepared by ExED. For use by ExED and ExED clients only. © 2023 ExED														Actuals as of	12/31/2023		
	2023-24	2023-24	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL							12,01,2020	FORECAST	Budget Variance
	Budget	Trend	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Accrual	Jul-23 - Jun-24	Better / (Worse) % Better / (Worse)
Change in Deferred Revenue	(7,055,408)	(9,006,767)	(12,539,284)	-	-	-	-	130,500	-	-	-	-	-	-	3,402,017	(9,006,767)	(1,951,360)
Change in Other Long Term Assets	145,078	218,366	36,083	36,207	36,332	36,456	36,581	36,707	-	-	-	-	-	-	-	218,366	
Change in Other Long Term Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Depreciation Expense	1,466,959	1,446,175	114,596	113,925	114,840	114,098	132,034	117,254	121,273	122,416	124,421	123,738	124,021	123,558	-	1,446,175	(20,785)
Cash Flow from Investing Activities																	
Capital Expenditures	(1,431,172)	(1,088,091)	(14,800)	(47,196)	(65,512)	(1,413)	(264,543)	(107,981)	(40,220)	(205,886)	(252,000)	(15,000)	(73,540)	-	-	(1,088,091)	343,080
Cash Flow from Financing Activities																	
Source - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Sale of Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Source - Loans	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Use - Loans	(404,597)	(404,597)	-	-	(201,292)	-	-	-	-	-	(203,305)	-		-	-	(404,597)	-
Ending Cash Balance	23,856,228	13,481,920	27,168,442	27,439,638	28,441,870	26,169,346	27,877,647	29,673,010	27,844,748	26,199,450	23,355,565	27,305,230	25,395,942	21,356,327	21,356,327	21,356,327	(2,499,902)

#### Coversheet

#### CEO Update

Section: Item: Purpose: Submitted by: Related Material: XIII. CEO Update A. CEO Update FYI

240213 CEO Update.pdf



# CEO Update

## **2000 años** Charter Academy







# **Staff and Student Experience Data**

- We recently conducted a second round of staff and student surveys using Panorama Education
- The following slides show staff and student responses when asked about their sense of belonging at work/school



396 of 419

# **HSO Belonging Data**

### Fall

QUESTION

To what extent do you feel like you belong in your workplace?

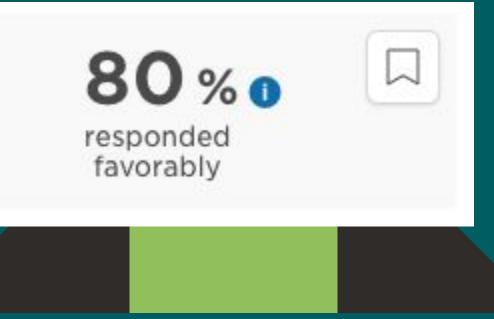
### Winter

QUESTION

To what extent do you feel like you belong in your workplace?

wered by BoardOnTrac





# **School Leader Belonging Data**

# Fall

QUESTION

To what extent do you feel like you belong in your workplace?

### Winter

QUESTION

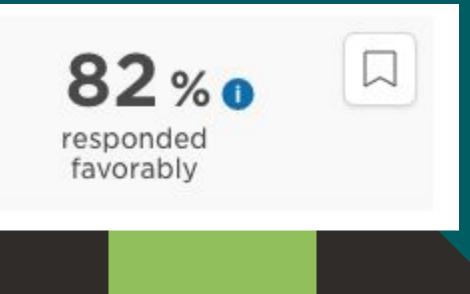
To what extent do you feel like you belong in your workplace?

ared by RoardOnTrac



responded favorably





# **Teacher Belonging Data**

# Fall

QUESTION

To what extent do you feel like you belong in your workplace?

### Winter

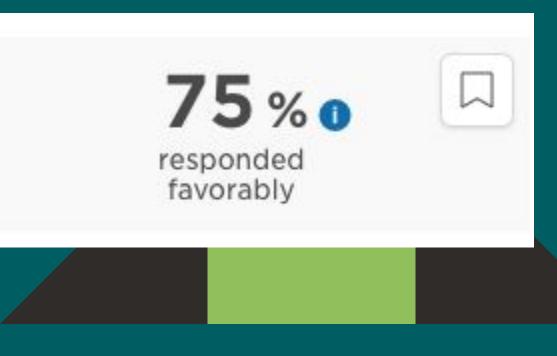
QUESTION

To what extent do you feel like you belong in your workplace?









# **School Staff Belonging Data**

# Fall

QUESTION

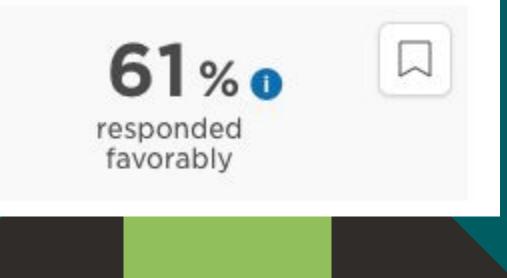
To what extent do you feel like you belong in your workplace?

### Winter

QUESTION

To what extent do you feel like you belong in your workplace?





# **Grades 3 - 5 Belonging Data**

# Fall

#### QUESTION

Overall, how much do you feel like you belong at your school?

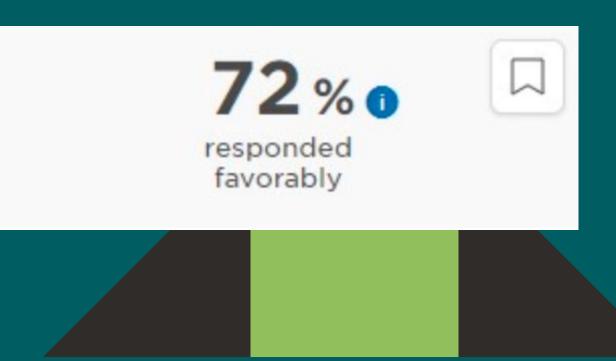
### Winter

#### QUESTION

Overall, how much do you feel like you belong at your school?









# **Grades 6 - 12 Belonging Data**

# Fall

QUESTION

Overall, how much do you feel like you belong at your school?

### Winter

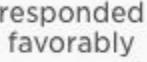
QUESTION

Overall, how much do you feel like you belong at your school?









# **Collective Bargaining Agreement Updates**

- We have been working collaboratively with CNTA on a vision for our negotiation sessions
- While nothing has been finalized yet, we are discussing the following items:
  - the definition of "teacher on special assignment"
  - responsibilities and expectations for teachers
  - a new article about job sharing that we introduced for CNTA to consider



# **Green Schoolyard Ribbon-Cutting**

On 1/31, we held a ribbon-cutting ceremony for a beautiful new Green Schoolyard at our Castellanos campus with students, families, staff, and partners, including the Trust for Public Land and Nike







#### Coversheet

#### Annual Brown Act Training

Section: Item: Purpose: Submitted by: Related Material: XIV. Annual Brown Act Training A. Annual Brown Act Training Discuss

CNCA Brown Act Training 2024.pdf

# BROWN ACT TRAINING 2024: CAMINO NUEVO CHARTER ACADEMY

Presented by John Lemmo







### TOPICS WE'LL COVER

- Roles and Responsibilities of Board Members and Management
- Running public meetings (Brown Act)

Questions?





#### **ROLES AND RESPONSIBILITIES**

# Independent charter schools are run by nonprofit corporations:

 Board of Directors is the governing body with legal responsibility for the charter school.

#### **BOARD'S ROLE**

- Board ensures long-term viability of the organization
  - O Ultimately responsible for the overall health and performance of the school
- Board monitors school's performance and other data to inform its decisions
- Board hires, evaluates, and compensates CEO

#### TYPICAL ROLES AND RESPONSIBILITIES

#### Board Approves "The Big Stuff":

- Annual budget
- LCAP
- Major contracts (leases, loans)
- Reviews and monitors financial policies and procedures, budget, and finances to inform and evaluate resource allocation
- Hires and evaluates CEO

#### YM&C

CEO (Management)

- In charge of day-to-day operations
- Selection of all other staff

### BROWN ACT (OPEN MEETING LAW)

#### **Holding Meetings**

- Boards take action at "meetings"
- What is a "meeting"?
  - "Any congregation of a majority of the members of a legislative body ... to hear, discuss, or deliberate, or take action on any item." You may not, "outside a meeting ... use a series of communications ... directly or through intermediaries, to discuss, deliberate, or take action ....." (Gov. Code sec. 54952.2)
- Avoid inadvertent serial meetings through email or text communications.

#### YM&C

#### **BOARD COMMITTEE MEETINGS**

Brown Act applies to committees created by board, even if just advisory:

- Applies to "standing" board committees (e.g., finance committee)
- "Ad hoc" committees exempt

# **TIP:** Brown Act does not apply to non-board "committees". The CEO may set up their own advisory teams, which can also inform and ultimately advise the Board.

#### YM&C

#### About Committees

- Committees exercising the authority of the board
- Other committees

### HOLDING MEETINGS

#### Brown Act "types" of meetings

- "Regular" meetings require 72 hours posting of notice
- "Special" meetings require 24 hours notice
- What about an "emergency"?
- Teleconferencing
  - Non-emergency "standard" teleconferencing (the same rules we've had for years)
    - Quorum must be physically present in Los Angeles County
  - The new AB 2449 special rule for personal emergencies and "just cause"
    - Complicated and cumbersome

#### YM&C

### HOLDING MEETINGS

# Brown Act limits meeting to posted agenda:

- Brief general description of business to be transacted (20 words or less)
- Post in publicly accessible place at/near location
- Adding items to regular agenda

#### Must post agenda on website:

Record how members vote

**TIP:** If you miss 72-hour posting deadline to include an item on regular agenda, you can still post a special meeting agenda with 24 hours notice for same time and place.

#### YM&C

### SB 126 RULES REGARDING MEETING LOCATIONS AND MULTI-SITE TELECONFERENCING

- SB126 imposes additional rules as part of Ed. Code for charters only —not actually part of the Brown Act
- Meeting location requirements vary depending on number of school sites and counties you operate in
- Does not apply to committees

ENTITY WITH SINGLE CHARTER	ENTITY WITH MULTIPLE CHARTERS	
	SAME COUNTY	MULTIPLE COUNTIES
Meet within boundaries of county where authorized and located	Meet within boundaries of county where authorized and located	Meet in county where greatest number of pupils reside (might change over time)
Two-way teleconference from each site* if you have more than one	Two-way teleconference from each site*	Two-way teleconference from each site*
		Audio/video record and post to website

\*Includes school sites and resource centers.

#### YM&C

#### WHEN IS IT <u>NOT</u> A "MEETING"?

- Limited exceptions to open meeting rules (i.e., not a "meeting"):
  - Conference or public gathering that involves a discussion of issues of general interest (e.g., CCSA annual conference)\*
  - Open community meeting or another agency's public meeting\*
  - Social or ceremonial occasions (e.g., commencement or holiday party)\*
- What about annual board retreat, strategic planning sessions, board study sessions?
  - These are all "meetings"

\*So long as the directors do not discuss agency/school business amongst themselves.

#### YM&C

#### HOLDING MEETINGS-CLOSED SESSION

#### Brown Act limits "closed" sessions:

- Limited
- Statutory basis must be identified in agenda, such as...
  - Litigation (identify matter)
  - Personnel evaluation, termination (identify position)
  - Real estate negotiations (identify property and negotiators)
- Stick to the closed session topic
  - Don't stray into topics that should be discussed in open session
  - No compensation votes in closed session

#### HOLDING MEETINGS

#### Rights of Public:

- Speak <u>before</u> action taken on any item (including closed session)
- Publicly accessible location (with disabled access)
- Public comment can (and should) be time-limited
- At regular meeting to address board on something not on agenda
- Disruptive attendees



#### **THANK YOU**

# **QUESTIONS?**

John Lemmo

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