



El Camino Charter High School

Regular Board Meeting

Date and Time

Thursday March 25, 2021 at 4:30 PM PDT

Location

VIRTUAL BOARD MEETING - Please see below

REGULAR BOARD MEETING

For board meeting materials, please go to the school's main office, or call (818) 595-7500. Some board meeting materials are also posted on the school's website (<https://ecrchs.net> - click the ECR Board tab).

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To join the virtual Board meeting, please register through GoToWebinar at <https://attendee.gotowebinar.com/register/924972267061945360>, webinar ID 998-363-203. You must register for the event (note you do not need to enter your legal name to participate). Once registered, you can attend the meeting through the online link, or by telephone (a call-in number and audio PIN will be provided after you register and prior to the meeting).

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Please note that, in order to conduct an orderly meeting, all members of the public will be placed on mute during the Board meeting, except during public comments. Note that for those who elect to participate through the call-in number, you will not have the option of being unmuted during the meeting.

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Consent Agenda: All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The Executive Director recommends approval of all consent agenda items.

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Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
Opening Items			
A. Call the Meeting to Order		Beatriz Chen	1 m
B. Record Attendance and Guests		Daniel Chang	1 m
C. Pledge of Allegiance		Dr. Jeff Davis	3 m
D. Public Comments		Public	30 m
E. UTLA Update		UTLA Representative	15 m
F. Executive Director Update		David Hussey	15 m
G. Chief Business Officer Update		Gregory Wood	15 m
H. Committee Updates	Discuss	Beatriz Chen	5 m
II. Consent			5:55 PM
A. Approve Minutes of February 25, 2021 Regular Board Meeting	Approve Minutes	Beatriz Chen	1 m
Approve minutes for Regular Board Meeting on February 25, 2021			
B. Review and Vote on February 2021 Check Registers	Vote	Gregory Wood	5 m
ACTION ITEM: motion to approve the February 2021 check registers.			

	Purpose	Presenter	Time
C. Review and Vote on February 2021 American Express Charges	Vote	Gregory Wood	5 m

ACTION ITEM: motion to approve the February 2021 American Express charges.

III. Financial 6:06 PM

A. February 2021 Financial Update	Discuss	Gregory Wood	10 m
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The Board will review the February 2021 Financial Update.

B. Discuss Status of PPP Loan Forgiveness	Discuss	Gregory Wood	5 m
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Staff will discuss the status of the PPP loan forgiveness.

C. Discuss and Vote on 2nd Interim Financial Report	Vote	Gregory Wood	10 m
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The Board will review and vote on the 2nd Interim Financial Report.

ACTION ITEM: motion to approve the 2nd Interim Financial Report.

D. Discuss and Vote on Independent Auditor's Report for 2019-2020.	Vote	Christy White & Associates, Inc.	15 m
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The Board will discuss and vote on the Independent Auditor's Report for 2019-2020.

ACTION ITEM: motion to approve the 2019-2020 audit report.

IV. School Business 6:46 PM

A. Discuss and Vote on Extending FFCRA Leave Benefits	Vote	Beatriz Chen	10 m
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The Board will discuss and vote on extending FFCRA Leave Benefits through September 30, 2021, as allowed under the American Rescue Plan Act (ARPA) signed into law on March 11, 2021.

ACTION ITEM: motion to extend FFCRA Leave Benefits through September 30, 2021.

B. Discuss and Vote on Springboard Contract	Vote	Minita Clark	5 m
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The Board will review and vote on the contract with Springboard for textbooks and exam materials.

ACTION ITEM: motion to approve the contract with Springboard, for a term of three (3) years.

C. Discuss and Vote on Cyber High Agreement	Vote	David Hussey	10 m
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The Board will discuss and vote on approval of the Cyber High contract, for a term of three (3) years.

ACTION ITEM: motion to approve Cyber High contract for a term of three (3) years.

D. Discuss and Vote on Microsoft Education Platform Contract	Vote	David Hussey	5 m
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The Board will discuss and vote on a contract for the Microsoft Education Platform product, for a term of three (3) years.

ACTION ITEM: motion to approve the contract for Microsoft Education Platform, for a term of three (3) years.

E. Discuss and Vote on Promethean Smart Panel Purchase	Vote	David Hussey	10 m
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The Board will discuss and vote on the purchase of additional Promethean Smart Panel displays, needed for the possibility of returning to in-person instruction.

	Purpose	Presenter	Time
ACTION ITEM: motion to approve the purchase of additional Promethean Smart Panel displays in the total amount of \$_____.			

V. Closed Session 7:26 PM

<p>A. Conference with Legal Counsel: Existing Litigation</p> <p>Discussion on existing litigation pursuant to paragraph (1) of subdivision (d) of Government Code § 54956.9: Los Angeles Superior Court Case No. 19STCV41865.</p>	Discuss	Beatriz Chen	5 m
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<p>B. Conference with Legal Counsel: Anticipated Litigation</p> <p>Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code § 54956.9: one (1) matter.</p>	Discuss	Beatriz Chen	5 m
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<p>C. Public Employee Performance Evaluation</p> <p>Title: Executive Director</p>	Discuss	Beatriz Chen	10 m
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<p>D. Conference with Labor Negotiators</p> <p>Agency Designated Representatives: Executive Director David Hussey; Chief Business Officer Gregory Wood; Chief Compliance Officer Daniel Chang; Legal Counsel Roger Scott.</p> <p>Employee Organization: United Teachers Los Angeles.</p>	Discuss	Beatriz Chen	10 m
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VI. Reconvene to Open Session 7:56 PM

<p>A. Report on Actions Taken in Closed Session, If Any</p>	Discuss	Beatriz Chen	1 m
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VII. Closing Items 7:57 PM

<p>A. Adjourn Meeting</p>	Vote	Board Chair	1 m
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Cover Sheet

Chief Business Officer Update

Section: I. Opening Items
Item: G. Chief Business Officer Update
Purpose: FYI
Submitted by:
Related Material: February 2021 Investment Portfolio Update.pdf
Feb 21 Cafeteria Summary.pdf
CARES Funding Update 03.2021.pdf

Schedule of Allocations for Learning Loss Mitigation, Section 110 of Senate Bill 98 (Chapter 24, Statutes of 2020)

Fiscal Year 2020-21

Pursuant to Sec. 110 of Senate Bill (SB) 98, allocations are paid from federal and state resources including Federal CARES Act: Coronavirus Relief (CR) Fund, Section 5001 and Governor's Emergency Education Relief (GEER) Fund, Section 18002; and State General Fund (GF)

Funds are allocated based on three formulas established in SB 98: Sec. 110(a) is based on Special Education Pupil Count multiplied by \$460.01 for GEER Fund and by \$1482.46 for CR Fund; (2)

Sec. 110(b) is based on LEA proportion of statewide Supplemental and Concentration Grant funding; (3) Sec. 110(c) is based on LEA proportion of statewide LCFF entitlement

Legend: LCFF = Local Control Funding Formula; LEA = Local Educational Agency; P-2 = 2019-20 Second Principal Apportionment; Res. Code = Standardized Account Code Structure Resource Code

Spending Deadline:					09/30/22	09/30/22	12/31/21 *	06/30/21	09/30/2023	Sub-Total	6/30/2024	6/30/2020
County Code	District Code	School Code	Charter Number	Local Educational Agency Name	Allocation by Fund ESSER Fund Res. Code 3210	Allocation by Fund GEER Fund Res. Code 3215	Allocation by Fund CR Fund Res. Code 3220	Allocation by Fund GF Res. Code 7420	ESSER II (CARES 2021) Funding-2/11/21	Total Learning Loss Funding Allocated	ESSER III- Expanded Learning Grant v.03.10.21 Estimated	SB 117 Res. Code 7388
19	64733	193262	1314	El Camino Real Charter High	\$ 305,978	\$ 151,344	\$ 1,375,560	\$ 294,448	\$ 1,221,094	\$ 3,348,424	\$ 2,717,362	\$ 58,692
				Spent	\$ -	\$ -	\$ (1,375,560)	\$ (18,609)	\$ -	\$ (1,394,169)		\$ (58,692)
				Balance at 12/31/2020	\$ 305,978	\$ 151,344	\$ -	\$ 275,839	\$ 1,221,094	\$ 1,954,255		\$ -
				Revenue Account	8290	8290	8290	8590	8290		8290	8590
				Spending Limitations by Fund	(a)	(c)	(c)	(c)	(a)			(b)

* - Originally 12/31/20, amended 12/21/2020

Spending Legend:

- (a) -Very Broad Discretion to Use ESSER funds to support coronavirus activities
- (b) -Maintaining Nutrition Services, cleaning & disinfecting facilities, PPE and materials to provide students opportunities for distance learning
- (c) - Student Learning Supports, General Measures that extend instructional time for students, Addressing Health & Safety Concerns
Providing integrated Core Academic supports for students who need it, Provide Integrated Services that support Teaching and Learning.
(ie. Technology needs, Mental Health, Staff PD and Student Nutrition)

ABBREVIATION	DESCRIPTION
ESSER	Elementary and Secondary School Emergency Relief Fund
GEER	Governor's Emergency Education Relief
CR	Coronavirus Relief
GF	General Fund

**ECRCHS Cafeteria
Financial Summary
SY 2021**

# of Serving Days # of Instructional Days	16	19	22	15	14	13	27 19	27 118
Month	August-20	September-20	October-20	November-20	December-20	January-21	February-21	FY 2021
Students Approved for FRPM	1,253	1,335	1,147	1,158	1,166	1,182	1,186	
Breakfast Count	659	1,906	9,301	7,081	7,617	3,774	8,820	39,158
Lunch Count	772	1,874	9,301	7,090	7,621	3,774	8,753	39,185
Total Meals Served	1,431	3,780	18,602	14,171	15,238	7,548	17,573	78,343
Ave. Meals /Day	89	199	846	945	1,088	581	651	664
REVENUE:								
CNIPS Claim	\$ 3,971.49	\$ 14,580.32	\$ 59,052.04	\$ 44,991.87	\$ 48,375.71	\$ 23,961.12	\$ 55,740.60	\$ 250,673.15
CNIPS (COVID rate increase)	\$ 1,073.25	-	-	-	-	-	-	\$ 1,073.25
Paid Meals	\$ 446.00	-	-	-	-	-	-	\$ 446.00
Total Revenue	\$ 5,490.74	\$ 14,580.32	\$ 59,052.04	\$ 44,991.87	\$ 48,375.71	\$ 23,961.12	\$ 55,740.60	\$ 252,192.40
EXPENSES:								
Chartwells Invoice-Gross	\$ 4,788.57	\$ 15,517.31	\$ 62,688.74	\$ 47,758.97	\$ 51,353.26	\$ 25,436.76	\$ 59,200.91	\$ 266,744.52
Commodities Credit	-	-	-	-	\$ (3,178.89)	\$ (9,929.67)	\$ (8,652.15)	\$ (21,760.71)
Chartwells Invoice-NET	\$ 4,788.57	\$ 15,517.31	\$ 62,688.74	\$ 47,758.97	\$ 48,174.37	\$ 15,507.09	\$ 50,548.76	\$ 244,983.81
FDP/USDA - Food Shipping Invoice						\$ 1,601.70		\$ 1,601.70
Total Expense	\$ 4,788.57	\$ 15,517.31	\$ 62,688.74	\$ 47,758.97	\$ 48,174.37	\$ 17,108.79	\$ 50,548.76	\$ 246,585.51
Net Gain/Loss - (Learning Loss)	\$ 702.17	\$ (936.99)	\$ (3,636.70)	\$ (2,767.10)	\$ 201.34	\$ 6,852.33	\$ 5,191.84	\$ 5,606.89
Net Per Meal	\$ 0.49	\$ (0.25)	\$ (0.20)	\$ (0.20)	\$ 0.01	\$ 0.91	\$ 0.30	\$ 0.07

**EL CAMINO REAL CHS
INVESTMENTS REVIEW
FISCAL YEAR 2020-2021**

		Year End	Year End												
		Jun-19	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Executive Summary-OPEB			
												\$ 11,406,219	Beginning Balance at 07/01/19		
												\$ 2,640,000	Contributions		
El Camino Real CHS	OPEB Trust	\$ 11,406,219	\$ 13,940,211	\$ 14,671,406	\$ 15,477,676	\$ 15,339,064	\$ 15,232,408	\$ 17,020,149	\$ 17,915,123	\$ 17,972,773	\$ 18,653,477	\$ (106,008)	Gains/Losses		
		Contributions		\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 13,940,211	FY 20 Ending		
												\$ 13,940,211	Beginning Balance at 07/01/20		
												\$ 1,760,000	YTD Contributions		
												\$ 2,953,266	Gains/Losses	21.2%	Invest. Change
												\$ 18,653,477	Current Ending	33.8%	Total Change
El Camino Real CHS	General		\$ 7,522,875	\$ 7,151,128	\$ 6,778,012	\$ 6,770,636	\$ 6,767,836	\$ 6,779,721	\$ 6,787,436	\$ 6,787,331					
Annuity	Midland			\$ 375,000	\$ 375,000	\$ 376,636	\$ 377,321	\$ 377,837	\$ 378,870	\$ 379,387					
Annuity	Athene				\$ 375,000	\$ 376,113	\$ 376,650	\$ 377,329	\$ 377,908	\$ 378,468					
Combined			\$ 7,522,875	\$ 7,526,128	\$ 7,528,012	\$ 7,523,385	\$ 7,521,807	\$ 7,534,887	\$ 7,544,214	\$ 7,545,186			0.30%		

Cover Sheet

Approve Minutes of February 25, 2021 Regular Board Meeting

Section:	II. Consent
Item:	A. Approve Minutes of February 25, 2021 Regular Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Board Meeting on February 25, 2021

DRAFT



El Camino Charter High School

Minutes

Regular Board Meeting

Date and Time

Thursday February 25, 2021 at 4:30 PM

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Directors Present

Beatriz Chen (remote), Brad Wright (remote), Brian Archibald (remote), Jeff Davis (remote), John Perez (remote), Linda Ibach (remote), Scott Silverstein (remote), Steven Kofahl (remote)

Directors Absent

Kenneth Lee

Directors who arrived after the meeting opened

John Perez

Directors who left before the meeting adjourned

John Perez

Guests Present

Daniel Chang (remote), David Hussey (remote), Gregory Wood (remote)

I. Opening Items

A. Call the Meeting to Order

Beatriz Chen called a meeting of the board of directors of El Camino Charter High School to order on Thursday Feb 25, 2021 at 4:31 PM.

B. Record Attendance and Guests

C. Pledge of Allegiance

D. Public Comments

There were no public comments.

E. UTLA Update

Kyna Collins gave the UTLA update. Ms. Collins stated that we are continuing bargaining, and have reached a tentative agreement on 7 articles with 6 articles still being discussed. She also noted that there are continuing issues with the change of healthcare providers, including issues with supplemental insurance. A survey of UTLA members was recently taken, and an overwhelming majority strongly agree that they have risen to the challenge of virtual learning this year; 84.9% members prefer to stay in distance learning through the end of the school year. UTLA's position is that LA County must be out of the purple tier, all educators must have received or have access to the vaccine, and cleanliness/sanitation standards must be met. Ms. Collins also thanked Mr. Silverstein and Mr. Kofahl for coming to the UTLA chapter meeting.

F. Executive Director Update

Mr. Hussey announced that our Academic Decathlon team won the Southern California Independent Charter Regional competition; the next step will be the State competition in March.

Because pandemic numbers have reduced, athletics are returning to conditioning and practicing, including football, baseball, tennis, and cross country. We will have to get to the red tier for other sports to return to competition, but it appears that may be happening soon.

We have cohorts which are coming on campus; we currently have 5 cohorts, and are looking to add to our cohorts.

We are creating a Return Committee to help plan for a possible return to in-person instruction. The meetings will be among school staff first, and then participation from other stakeholders will be sought. The Return Committee is comprised of certificated and classified staff, the school nurse, a safety coordinator, and counselors. The first meeting will be held March 10th.

The Equity Advisory Committee sent out its first survey today to the student body, looking at issues to be addressed including: increasing participation in AP and Honors courses; how counseling is being provided to students; and race and diversity issues at the school.

For the North Campus HVAC system, a dedicated HVAC account that is not tied to specific employees had to be created and has been set to green standards; the system has also been locked so that individuals cannot modify the settings. As a result, this should result in a difference in our utility bills going forward.

We have been working with LAUSD in regards to the bleachers, to get rid of the wooden boards and replacing them with aluminum. Mr. Hussey noted that he should get an update, and the District will be coming out shortly.

The AT&T issue is being looked into, including having a consultant come out and inspect the lines. We are waiting for LAUSD to authorize the lines at the Alt Ed campus.

We changed our Amazon Web Services arrangement from on-demand to a reserve system, which will cost \$754.17 equal to a savings of 61%.

Oaks Christian is still planning on coming out and looking at our best practices as a Microsoft Showcase school.

Mr. Hussey noted that he will be working with the CBO on department budgets.

We have updated our reopening protocol several times in the past week, the athletic protocol was also updated this past week.

The next Chat with the Executive Director will take place next Thursday, during which time any questions regarding the reopening plan can be addressed.

March 13, 2020 was the last day we were in school, so we are coming up on an entire year without in-person learning.

Ms. Chen congratulated the Academic Decathlon team on its 14th Regional competition win.

Ms. Chen also asked about the search for the mascot. Mr. Hussey stated that the 3rd phase will begin tomorrow and voting will be open for two weeks. The final choices: Royals, Cobras, and Condors.

Ms. Chen also asked what guidelines we are using for the reopening; Mr. Hussey responded that we are using the LA County guidelines, and that a Safety Plan has been prepared. We will also take into consideration the comments and concerns from staff and parents.

Ms. Chen asked if the updated reopening protocol was posted on the website; Mr. Hussey said yes, every time it was updated it has been updated on the website.

Mr. Chen also asked if the digital marketing class had started; Mr. Hussey said yes, the class has already started.

Mr. Wright asked what the school was doing to try and get the seniors have a graduation; Mr. Hussey stated that this was a priority, and that Mr. Bennett has been working on this. He also noted that we have been looking at having a prom.

We are looking at various options for graduation, including a virtual graduation, a drive-in graduation, and multiple smaller graduation events. We have maintained communications with the parent group to try to make this happen for the seniors.

Dr. Davis also extended his congratulations to the Academic Decathlon team. Dr. Davis also recognized the custodial staff for their excellence in maintaining our facilities. Dr. Davis also extended kudos to the teachers, and to the student athletes and coaches. Regarding the bleachers, Dr. Davis noted that the bleachers are very old and dangerous, and he appreciates that ECR is looking to replace them.

Mr. Silverstein also gave accolades to the Academic Decathlon, and read off their names. He also recognized the coaches, Stephanie Franklin, John Dalsass, and Keren Evens.

Mr. Silverstein asked if LAUSD has any control on the use of our campus for organized sports. Mr. Hussey replied that we are looking into legal issues surrounding reopening the campus, but currently we do not have any Youth Services permits that have been issued.

Mr. Silverstein asked that, if we do have a prom, we consider having students who graduated last year be allowed to participate.

John Perez arrived.

G. Chief Business Officer Update

Mr. Wood went over the Investments Review; he noted that our investments had a loss, and that at the end of last month our OPEB account was closer to \$19M, as opposed to its current status at just under \$18M. From the last fiscal year, the OPEB account is up 28.9% overall (including our contributions).

He also went over the Cafeteria Financial Summary. Introducing daily hot meals caused a drop in participation. Starting the 2nd week of February we went to handing out meals on Tuesdays and Fridays. We have also continued to receive a commodities credit, which has resulting in a net gain the last few months.

Because of the pandemic and the loss of in-person instruction, the CDE is allowing an exemption to the bidding process. We can either do the full bidding process with multiple vendors, or we can elect to continue with our current vendor for a one-year extension; Mr. Wood noted he was inclined to choose the option for the one-year extension.

Mr. Wood also discussed the CARES Funding report, which shows the various funds received to date due to the pandemic and how much we have spent. Some of the funding have yet to be spent, and some have specific deadlines by which time the funds must be spent. Mr. Kofahl asked if we had an idea where to spend the \$294,448 in the GF Fund; Mr. Wood responded yes, we are looking into using this fund possibly for things such as learning supports, health and safety equipment, and mental health and continued professional development. And as to what "GF" stands for as written on the report, Mr. Wood indicated that he would have to research that as there are many acronyms used.

Mr. Wood went over the Enrollment and ADA. As discussed last month, month 5 was updated and the glitch in the system fixed to ensure this does not occur again.

Mr. Wright asked why the attendance rate is so slow for Alt Ed; Mr. Hussey noted that this is a lot of our at-risk students, and that our Alt Ed teachers have been trying to reach out more to the students so hopefully enrollment will increase. Mr. Wright also asked how we will work with kids to make sure they remain motivated to learn when they return to in-person instruction, particularly to make sure that any mistakes made are treated with consideration. Mr. Hussey noted that we changed our culture a couple years ago and looked at suspension rates and changed our procedures, which has resulted in a greatly reduced suspension rate.

When we return to in-person instruction, we will be mindful of showing grace and trying to work with the students rather than immediately seeking suspension.

Dr. Davis asked about the hold harmless attendance provision, which was absent from the Governor's proposal made a few weeks ago. Mr. Wood confirmed that the governor's budget may remove the hold harmless provision, and that we could get funded based on actual attendance as opposed to last year's attendance numbers.

Dr. Davis also asked how 9th grade enrollment projection looks. Mr. Hussey responded that we have started the enrollment process with the lottery.

Everything is slower virtually, and we are monitoring the process to make sure that we get all the necessary paperwork. Moreover, we usually get a better picture in April, after the break and after we send out reminders to the community about making sure that they get their paperwork completed and submitted.

Mr. Wood noted that attendance in Alt Ed has increased significantly, from the 60's in the months prior to over 100 the last couple months.

Mr. Silverstein asked if the curriculum in Alt Ed is the same as in the general program. Mr. Hussey noted that Alt Ed was specifically created to provide a different methodology, but the curriculum is the same. We are also look into increasing the Careers in Technical Education offerings for Alt Ed as well.

Mr. Wood stated that in creating the budget, because we do not exactly know what type of instruction we will be using in June, we have to have alternatives for the different types of instruction that are available.

Our second interim financial report is due the first week of March.

H. Committee Updates

The only committee that met is the Finance Committee.

The Finance Committee met this past Thursday and reviewed the January 2021 Financial Update and also reviewed the investment portfolio. The administration went over its choice for the investment advisor, which was Beacon Pointe, and the Finance Committee voted to recommend the administration's selection of Beacon Pointe as the investment advisor. The Finance Committee also voted to recommend approval of the January 2021 check registers and the January 2021 AMEX charges.

II. Consent

A. Approve Minutes of January 28, 2021 Regular Board Meeting

Steven Kofahl made a motion to approve the minutes from Regular Board Meeting on 01-28-21.

Brian Archibald seconded the motion.

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

B. Review and Vote on January 2021 Check Registers

Steven Kofahl made a motion to approve the January 2021 check registers.

Brian Archibald seconded the motion.

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

C. Review and Vote on January 2021 American Express Charges

Steven Kofahl made a motion to approve the January 2021 American Express charges.

Brian Archibald seconded the motion.

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

III. Financial

A. January 2021 Financial Update

Mr. Wood went over the financial update for January 2021.

B. Discuss Status of PPP Loan Forgiveness

Mr. Wood went over the current status of the PPP loan, and the process if we are going to be seeking forgiveness of the loan.

IV. School Business

A. Discuss the Resolution Re Black Lives Matter at Schools' Year of Purpose

Mr. Hussey shared that this matter had been discussed during the Equity Advisory Committee meeting. Most of the parents and some of the students believed that this was being rushed and did not feel comfortable with undertaking this right now.

This was also discussed with the RISE parent group, and that they felt it was a rushed process and did not feel comfortable moving this forward at this time.

B. Discuss and Vote on Co-Trustee for the Lifetime Healthcare Benefits Trust

Mr. Hussey noted that he reached out to the entire staff to see if there was anyone interested in serving as Co-Trustee of the trust. Those who were interested were asked to send a blurb on their interest and qualifications. Based on this, Mr. Hussey recommended that Stefan Webster serve as the Co-Trustee, and Mr. Wood accepts this recommendation.

Brian Archibald made a motion to approve Stefan Webster as the Co-Trustee of the Lifetime Healthcare Benefits Trust.

Jeff Davis seconded the motion.

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

Roll Call

Steven Kofahl	Aye
Kenneth Lee	Absent
Scott Silverstein	Aye
Brian Archibald	Aye
Linda Ibach	Aye
Beatriz Chen	Aye
Jeff Davis	Aye

Roll Call

John Perez Aye
Brad Wright Aye

C. Discuss and Vote on the Investment Advisor

Mr. Hussey stated that there were two public forums for the two candidates for investment advisor. Subsequently, a survey was sent out for further feedback. Based on the feedback and due diligence as to their references, staff recommends that Beacon Pointe be selected as the investment advisor.

Brian Archibald made a motion to appoint Beacon Pointe as the investment advisor.

Scott Silverstein seconded the motion.

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

Roll Call

Linda Ibach Aye
Brad Wright Aye
Kenneth Lee Absent
Brian Archibald Aye
John Perez Aye
Jeff Davis Aye
Beatriz Chen Aye
Steven Kofahl Aye
Scott Silverstein Aye

D. Discuss and Vote on Corporate Trustee for the Lifetime Healthcare Benefits Trust

Mr. Chang requested that this matter be continued as staff is not yet ready to make a recommendation as to the corporate trustee to be retained.

This matter was continued.

V. Closed Session

A. Conference with Legal Counsel: Existing Litigation

Closed session took place.

B. Conference with Legal Counsel: Anticipated Litigation

Closed session took place.

C. Public Employee Performance Evaluation

Closed session took place.

John Perez left.

D. Conference with Labor Negotiators

Closed session took place.

VI. Reconvene to Open Session

A. Report on Actions Taken in Closed Session, If Any

There were no actions to report.

VII. Closing Items

A. Adjourn Meeting

Steven Kofahl made a motion to adjourn the meeting.

Scott Silverstein seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:06 PM.

Respectfully Submitted,
Daniel Chang

Cover Sheet

Review and Vote on February 2021 Check Registers

Section:	II. Consent
Item:	B. Review and Vote on February 2021 Check Registers
Purpose:	Vote
Submitted by:	
Related Material:	Feb 21 ECRCHS Check Registers.pdf

Check Register

Account: 1796 AP

El Camino Real HS

Feb 2021

Grand Total: 341,840.16

Name	Check Number	VOID	Date	Memo	Amount
The Help Group-North Hills Prep School	14976		2/1/2021 12/20	Special Ed Services	2,172.66
Child and Family Guidance Center	14977		2/1/2021 10/20	Special Ed Services Northpoint	5,208.40
Child and Family Guidance Center	14978		2/1/2021 09/20	Special Ed Services Northpoint	5,078.40
Mutual of Omaha	14979		2/1/2021 02/20	INV#001163741185 Voluntary Disability Insurance	1,513.96
FedEx	14980		2/1/2021 12/23/20	FedEx Express Services	22.41
FedEx	14981		2/1/2021 12/23/20	FedEx Express Services	19.75
CliftonLarsonAllen LLP	14982		2/1/2021 inv# 2667294	Final Bill for Professional Services	5,656.88
Rachel M Markenson	14983		2/1/2021 Academic Decathlon	Social Studies Materials INV#106	500.00
McRory Pediatric Services	14984		2/1/2021 06/20-11/20	Speech Therapy	2,000.00
Cross Country Staffing, Inc.	14985		2/1/2021 12/20	INV# DE64384 Psych Services - Special Ed Services	150.00
Amazon Capital Services	14986	Voided	2/3/2021 inv# 1KYH-QWGD-PCVH	Frames For the AP Office	0.00
Procopio, Cory, Hargreaves, & Savitch LLP	14987		2/3/2021 09/20	inv# 731051 Legal services	1,656.20
Bash, Steven	14988		2/3/2021	PD Course	138.00
AFSCME District Council 36	14989		2/4/2021 01/21	Union Dues	2,440.50
UTLA	14990		2/4/2021 01/21	Union Dues Certificated	13,064.51
U.S Bank PARS Account #6746022400	14991		2/4/2021 01/21	PARS Contributions #6746022400	351.72
El Camino Real Charter High School 403(B) Plan	14992		2/4/2021 01/21	403(B) Plan 2563-4428 Charles Schwab	12,136.46
Inspire Communication, Inc	14993		2/4/2021 01/21	INV# EC2021131 Speech-Language Services	14,280.00
IXL Learning	14994		2/5/2021 inv# 365592	Professional Learning Software License for Department	795.00
Los Angeles County Tax Collector	14995		2/5/2021 7/1/20-6/30/21	Secured Property Tax - Shoup Property 2022019023 Second Installment	1,451.97
U.S. Bank Equipment Finance	14996	Voided	2/5/2021 11/20	INV# 429800923 Copiers Shoup Location	0.00
Queens Lawnmower Shop, Inc	14997		2/8/2021 inv# 124382	Trimmer - Baseball Budget	2,069.91
MRC Smart Technology Solutions(SoCal Office)	14998		2/8/2021 1/22/21-2/21/21	inv# IN1805963 Copies for Managed Print Service (Contract CN8006-0	409.53
MRC Smart Technology Solutions(SoCal Office)	14999		2/8/2021 1/31/21-2/27/21	inv# IN1805964 360 App Fee (Contract CN15953-01)	197.82
Los Angeles County Department of Public Health	15000		2/8/2021 9/21/20	Food Safety Inspection	197.00
Spectrum 5691	15001		2/10/2021 1/22/21-2/21/21	Inv# 7785691012221 Acct# 8448 20 001 7785691 Fiber backup line	1,185.00
ICON School Management	15002		2/10/2021 Inv# 648 02/21	Charter School Consulting	11,500.00
California Department of Education	15003		2/10/2021 INV# 21 ST-36999	USDA Foods	1,601.70
MRC Smart Technology Solutions(SoCal Office)	15004		2/10/2021 inv# IN1699287 11/17/20-12/16/20	Copies for Print Service (Contract CN8006-01)	2,091.45
MRC Smart Technology Solutions(SoCal Office)	15005		2/10/2021 2/17/20-3/16/20	inv# IN1504299 Copies for Print Service (Contract CN8006-01)	2,091.45
Saunders II, Gary	15006		2/10/2021	Boys Volleyball vs Westlake HS - 3/3/20 JV Officials- Reissue	125.00
Judy McLean	15007		2/11/2021 01/21	Payroll Services	2,012.50
Educatus International (Attn Paul McLaughlin)	15008		2/11/2021 2020-2021	Tuition Refund - Filippo, Brandolini	6,500.00
Educatus International (Attn Paul McLaughlin)	15009		2/11/2021 2020-2021	Tuition Refund - Regina, Branca	6,500.00
Xerox Financial Services	15010		2/11/2021 12/31/20-1/30/21	Equipment Lease-Contract 010-0077477-001	1,058.12
MRC Smart Technology Solutions(SoCal Office)	15011		2/11/2021 12/31/20-1/30/21	360 App Fee (Contract CN15953-01)	81.85
MRC Smart Technology Solutions(SoCal Office)	15012		2/11/2021 11/30/20-12/30/20	360 App Fee (Contract CN15953-01)	81.85
Law Offices of Young, Minney & Corr, LLP	15013		2/11/2021 1/2021	Legal Services Inv#69011	4,860.65
AP fbo EdLogical Group Corp	15014		2/11/2021 11/20	Special Ed Services INV 91358907	12,831.08
AP fbo EdLogical Group Corp	15015		2/11/2021 10/20	Special Ed Services INV 91358847	16,241.78
U.S. Bank Equipment Finance	15016		2/11/2021 01/21	INV# 434594297 Copiers Shoup	869.65

Bennett, Dean	15017		2/11/2021 National Athletic Directors Conference	250.00
Reyes, Roxanna	15018		2/11/2021 mileage for local district office	11.98
Duarte, Ulises	15019		2/11/2021 Buildings and Ground Supplies	17.43
WGY Solutions LLC	15020		2/11/2021 January Network Consulting Services Inv#21-0201	2,400.00
Cal Invitational UC Berkeley	15021		2/12/2021 INV# 347293 Cal Invitational UC Berkeley Student Competition 2/13-2/15/20	765.00
Presburger, Daniel	15022		2/16/2021 Berkeley speech competition-Reissue	202.66
Hanover Insurance Group	15023		2/16/2021 21-Feb 1513133073-001-000 Payment for 2020-2021 Insurance	18,401.40
Speed Collision Center Inc	15024		2/16/2021 Inv 6640356 Insurance Deductible claim on campus	1,000.00
Chartwells Division Services	15025		2/17/2021 01/21 Cafeteria Services Inv#K40349049	15,507.09
WM Corporate services, INC	15026		2/17/2021 12/20 INV 0327025-4801-0 Waste Management Services on Shoup	349.37
WM Corporate services, INC	15027		2/17/2021 01/21 inv 0334831-4801-2 Waste Management Services on Shoup	370.85
WM Corporate services, INC	15028		2/17/2021 02/21inv# 0342579-4801-7 Waste Management Services on Shoup	381.65
Siteimprove, Inc.	15029		2/17/2021 inv# US-356 2021-2022 Renewal of ADA Compliance Software	3,875.93
El Camino Real Charter High School 403(B) Plan	15030		2/18/2021 2/12/21 403(B) Plan 2563-4428 Charles Schwab	150.00
AT&T 3576	15031		2/19/2021 21-Feb 818 888-3576 721	159.97
AT&T 4501	15032		2/19/2021 21-Feb 818 992-4501 069	317.47
AT&T Business Service	15033		2/19/2021 01/21 - AN 051 933 37 92 001 LD Charges Main Fax REF#8187109023	44.63
AT&T 0810	15034		2/19/2021 21-Feb 818 716-0810 246	159.67
AT&T 3532	15035		2/19/2021 21-Jan 818 888-3532 333	329.69
AT&T 1516	15036		2/19/2021 21-Jan 818 888-1516 256	420.23
AT&T 9566	15037		2/19/2021 21-Feb 818 888-9566 454	468.79
AT&T 8815	15038		2/19/2021 21-Feb 818 884-8815 516	213.87
Picture Perfect Graphics	15039		2/19/2021 INV 3401 Jackets with Embroidery	678.03
MRC Smart Technology Solutions(SoCal Office)	15040		2/22/2021 inv# IN1828838 2/22/21-3/21/21 Copies for Managed Print Service (Contract CN8006-0'	409.53
Mutual of Omaha	15041		2/22/2021 03/21 INV#001175695096 Voluntary Disability Insurance	1,513.96
Amazon Capital Services	15042		2/22/2021 INV#1GRX-MN4F-PKJ3 PO4734 COVID 19 - Extra phones	312.04
Startup Guides LLC	15043		2/22/2021 INV 1004 Digital Marketing Course	3,000.00
Houghton Mifflin Harcourt	15044		2/22/2021 2/6/21-2/5/22 1 year Subscription	430.00
Amazon Capital Services	15045		2/22/2021 INV 1LVR-3KCN-TRX3 Case for Surface Books	558.00
Amazon Capital Services	15046		2/22/2021 INV#166H-HRCF-L6MF PO4740 Office Cleaning Supplies -Disinfecting	1,064.73
Working With Autism, Inc	15047		2/22/2021 January 2021 Special Ed Services	4,963.01
Amazon Capital Services	15048		2/22/2021 INV 1R9D-LDC6-4RND Custodial classroom door disinfecting supplies	941.80
Amazon Capital Services	15049		2/22/2021 INV 1LVR-3KCN-TYMK Ceramic Heater	157.06
Hess & Associates	15050		2/23/2021 2nd Qrt 2020-21 Charter School CALSTRS/CALPERS Retirement Reporting Tranaction:	1,812.50
Home Depot U.S.A., Inc. (The Home Depot Pro)	15051		2/23/2021 inv# 587019449 Wipes - Business Office	767.60
Home Depot U.S.A., Inc. (The Home Depot Pro)	15052	Voided	2/23/2021 inv# 595335837 Washer Pressure	0.00
Home Depot U.S.A., Inc. (The Home Depot Pro)	15053		2/23/2021 Invoice# 595841156 Safe Reopening School Supplies	35.04
Herff Jones Company	15054		2/24/2021 inv# 1052778 Diploma & Diploma Covers	4,520.16
Herff Jones Company	15055		2/24/2021 inv# 1054902 Diploma & Diploma Covers	31.97
Picture Perfect Graphics	15056		2/25/2021 INV 3404 ACADECA Student Shirts 20-21	533.99
School Services of California, Inc.	15057		2/25/2021 INV W112158-IN Admin conference	480.00
School Services of California, Inc.	15058		2/25/2021 INV W112157-IN Conference Fees	720.00
Daktronic, Inc.	15059		2/25/2021 INV 6909951 Repair front-of-school marquee	938.34
Carty Web Strategies, Inc (Home Campus)	15060		2/26/2021 inv# 5393 CIF-LA Athletic Clearance 2021-22	595.00
Brightful Innovations Company Limited	15061	Voided	2/26/2021 2021-2022 Distance learning subscription for student use	0.00
American Express	15062		2/26/2021 21-JANX3-31047 Charges	11,485.91
Purchase Power (Pitney Bowes)	31980		2/5/2021 01/21 Meter Rental Acct # 8000 9090 0876 5336	1,929.93
The Cruz Center	31981		2/11/2021 01/21 Special Ed Services	1,218.75
T-Mobile US, Inc.	31982		2/11/2021 21-Feb 969604280 - WiFi Student Hot Spots	400.00

LADWP	31983	2/11/2021 01/21 6968788886 Shoup Utilities	3,745.23
SoCalGas	31984	2/12/2021 12/23/20-1/25/21 Gas Charges for Shoup Acct 163 513 3769 2	25.49
BSN Sports LLC	31985	2/12/2021 inv# 911448461 Uniforms - Boys Soccer Budget	5,392.79
Figdesign Inc	31986	2/13/2021 inv# 3190 Additional Sign Printing for Meal Service	139.75
BYU Continuing Education Independent Study	31987	2/13/2021 inv# DCE-00007467 World Language Class	280.00
Figdesign Inc	31988	2/13/2021 inv# 3189 Sign Printing for Meal Service	785.89
BYU Continuing Education Independent Study	31989	2/13/2021 inv# DCE-00007468 World Language Class	280.00
Department of Justice (State of CA)	31990	2/13/2021 493723 Fingerprint Apps 2020-2021	224.00
MRC Smart Technology Solutions(SoCal Office)	31991	2/13/2021 IN1824167 2/17/21-3/16/21 Copies for Print Service for Desktop Printers (Contract CN8	2,091.45
International Academy of Science	31992	2/13/2021 INV 79161 Additional Acellus Licenses for Students	700.00
AP fbo EdLogical Group Corp	31993	2/15/2021 01/21 Special Ed Services INV 91359034	12,233.02
Merit Oil Company	31994	2/15/2021 1/12/21 Gasoline, Delivery Fee, Fuel Surcharge	646.63
Cimarron Sign Services, Inc.	31995	2/15/2021 inv# SI 162495 Academic Decathlon sign for main hallway	189.25
Canon Financial Services, Inc.	31996	2/17/2021 1/20/21-2/19/21 Equipment Leases	2,734.76
Canon Financial Services, Inc.	31997	2/17/2021 12/20/20-1/19/21 Equipment Leases	3,752.36
AT&T 5329	31998	2/27/2021 21-Feb 818 704-5329 472	164.40
AT&T 0428	31999	2/27/2021 21-Feb 818 716-0428 472	159.67
AT&T 3635	32000	2/27/2021 21-Feb 818 347-3635 849	159.67
AT&T 9023	32001	2/27/2021 21-Feb 818 710-9023 538	159.67
Spectrum Business 1228	32002	2/27/2021 2/13/21-3/12/21 Spectrum Business Internet & Voice Account 8448 20 001 7461228 Shc	176.96
AT&T 4152	32003	2/27/2021 21-Feb 818 348-4152 036	159.67
AT&T 3601	32004	2/27/2021 21-Feb 818 999-3601 418	159.67
AT&T 6340	32005	2/27/2021 21-Feb 818 888-6340 249	159.67
AT&T 6665	32006	2/27/2021 21-Feb 339 341-6665 668	188.21
AT&T 9221	32007	2/27/2021 21-Feb 818 887-9221 130	317.47
AT&T 6714	32008	2/27/2021 21-Feb 818-888-6714	159.67
Kelly Services, Inc.	SPACH192	2/5/2021 Inv#388757 Substitutes teachers through 1/11-1/15/21	5,614.98
Piece of Mind Care Services	SPACH193	2/5/2021 01/21 SpEd Services(Teacher, Aide, Aide-ElCo Continuation)	38,270.41
Amazon Capital Services	SPACH194	2/5/2021 inv# 1WTN-QMV9-PJDK Safe space heaters for office	105.11
Amazon Capital Services	SPACH195	2/5/2021 inv# 1WTN-QMV9-P9RT Metal Power Strip Surge Protector	93.92
SHI International Corp	SPACH196	2/5/2021 inv# B12734366 Adobe Sign Annual License to be used distance learning	2,063.94
Amazon Capital Services	SPACH197	2/5/2021 inv# 1L1V-K6MR-PHT4 Heater for Office	105.11
Amazon Capital Services	SPACH198	2/5/2021 inv# 1KYH-QWGD-PCVH Frames For the AP Office	14.22
Piece of Mind Care Services	SPACH199	2/11/2021 01/21inv# 0000086 Continuation School Services	2,369.40
DLL Financial Services, Inc.	SPACH200	2/12/2021 1/15-2/14 INV 71114239 Copier Lease Contract 25426256	1,021.32
Xerox Financial Services	SPACH201	2/15/2021 1/28/21-2/27/21 Equipment Lease-Contract 010-0077477-002	80.57
Xerox Financial Services	SPACH202	2/15/2021 02/21 INV 2450322 Equipment Lease-Contract 010-0077477-003	90.35
DigiCert, Inc.	SPACH203	2/19/2021 inv# 188820 SSL Certificate Renewal for 6 years. *.ecrchs.net	3,784.00
Kelly Services, Inc.	SPACH204	2/23/2021 Substitutes through 12/8-12-11	7,075.90
Golden Star Technology, Inc	SPACH205	2/24/2021 INV56827 Student Store Sales- Stylus and Adapter	3,764.61
Amazon Web Services	SPACH206	2/27/2021 inv 670160149 01/21 Amazon web services subscription	4,276.87
Aguacol USA Corporation		2/26/2021 Recurring Credit Card-Office Water Supply Renewal 20-21	219.99
Amazon Web Services		2/26/2021 Amazon web services subscription 2020-2021	4,269.98
Atkinson, Andelson, Loya, Ruud And Romo		2/26/2021 SPED-504 Plans training for Counseling Staff	886.00
LACOE, Los Angeles County Office of Education		2/26/2021 EV734473 USA Bio Olympiad - Student Competition	95.00
Mailchimp		2/26/2021 20-21 Mailchimp renewal-mass email tool	185.00
McGraw-Hill Education, Inc.		2/26/2021 115099104001 credit	4,136.28
Purchase Power (Pitney Bowes)		2/26/2021 20-21 Meter Postage -Recurring Credit Card	209.36
The Home Depot		2/26/2021 Tools for School Repairs	483.64

UCLA Extension
Youcanbookme, Ltd.

2/26/2021 PD Data Science Fundamental
2/26/2021 2020-2021 School use calendars for tours, enrollment and counseling office

995.00
5.66

Check Register

Account: 1761 General

El Camino Real HS

Feb 2021

Grand Total: 639,963.00

Name	Check Number	VOID	Date	Memo	Amount
Moynier, Jeanhee	1124		2/1/2021	BRMS FSA contribution 1/21	125.00
Zuniga, Flor	1125		2/1/2021	BRMS FSA Contribution 1/2021	100.00
PenServ Plan Services	ACH210201-1		2/1/2021	403(B) Funding	36,742.00
Cetera Advisor Networks LLC	ACH210208-01		2/8/2021	OPEB Funding	220,000.00
Self Insured Schools of California			2/3/2021	CBR 2021-01-31 El Camino FSA	4,472.34
CompStar Insurance Services			2/9/2021	02/21 Workers' Compensation Policy #CST5019550	18,668.57
CompStar Insurance Services			2/9/2021	02/21 Installment Fee Workers' Compensation Policy #CST5019550	30.00
Self Insured Schools of California			2/22/2021	21-FEB SISC Flex FSA Fees	321.91
Self Insured Schools of California			2/25/2021	21-Feb Employee Benefits ID# 99118	358,022.66
BRMS (CharterLIFE)			2/2/2021	1/25/2021- 1/31/2021 Benefits Card Funding Activity	231.01
BRMS (CharterLIFE)			2/9/2021	2/1/2021- 2/7/2021 Benefits Card Funding Activity	55.00
BRMS (CharterLIFE)			2/17/2021	2/8/2021- 2/14/2021 Benefits Card Funding Activity	203.39
BRMS (CharterLIFE)			2/23/2021	2/15/2021- 2/21/2021 Benefits Card Funding Activity	181.58
PenServ Plan Services			2/9/2021	403(B) Funding	680.00
Solupay Merchant			2/3/2021	Merchant Processing Fees - xx0888	64.98
Solupay Merchant			2/3/2021	Merchant Processing Fees - xx1886	2.95
Solupay Merchant			2/3/2021	Merchant Processing Fees - xx1886	58.66
Solupay Merchant			2/3/2021	Merchant Processing Fees - xx0888	2.95

Check Register

Account: 1826 ASB

El Camino Real HS

Feb 2021

Grand Total: 2,095.48

Name	Check Number	VOID	Date	Memo	Amount
Hernandez, Daniela	1578		2/10/2021	Spanish Honor Society Membership	175.00
Eastbay Team Sales	1579		2/25/2021	inv# 1329140 Pads - Football Trust	1,672.50
Solupay Merchant			2/8/2021	Merchant Account fees xx4210 In-Store	123.99
Solupay Merchant			2/8/2021	Merchant Account Fees xx4194 Online	123.99



Cover Sheet

Review and Vote on February 2021 American Express Charges

Section: II. Consent
Item: C. Review and Vote on February 2021 American Express
Charges
Purpose: Vote
Submitted by:
Related Material:
02.28.2021 - American Express Statement v03.05.21.pdf
02.28.2021 - American Express Reconciliation Form v03.05.21.pdf

**ECRCHS
CREDIT CARD RECONCILIATION FORM
FOR THE PERIOD OF: 01/29/2021 - 02/28/2021**

DATE	VENDOR	CARDHOLDER	REQUESTED BY	AMOUNT	RESOURCE	DESCRIPTION
01/29/2021	YEARLI.COM GRAND RAPIDS MI	DAVID HUSSEY	K.LEE	\$ 154.69	GENERAL OPERATIONS	GENERAL OPERATIONS (1099 Forms)
02/03/2021	CARDIO PARTNERS BRENTWOOD TN	DAVID HUSSEY	G.PAEZ - NJROTC	\$ 314.26	GENERAL OPERATIONS	NJROTC AED EQUIPMENT
02/03/2021	NATL ASSOC OF TAX PR 800-558-3402 WI	DAVID HUSSEY	Y.PECHENYY	\$ 542.48	GENERAL OPERATIONS	PROFESSIONAL DEVELOPMENT
02/03/2021	PITNEY BOWES PI SHELTON CT	DAVID HUSSEY	A.DELOSSANTOS	\$ 361.32	GENERAL OPERATIONS	POSTAGE
02/09/2021	MATHEMATICAL ASSOC M WASHINGTON DC	DAVID HUSSEY	J.DALSASS	\$ 373.00	GENERAL ACADEMICS	STUDENT COMPETITION
02/12/2021	MAILCHIMP ATLANTA GA	DAVID HUSSEY	B.FLOREK-CHANG	\$ 185.00	GENERAL OPERATIONS	SUBSCRIPTION TOOL SFTWR
02/15/2021	AGUAVIDA PREMIUM WAT 747-444-9637 CA	DAVID HUSSEY	A.DELOSSANTOS	\$ 219.99	GENERAL OPERATIONS	OPERATIONS & HOUSEKEEPING
02/17/2021	YOUCANBOOK.ME BEDFORD	DAVID HUSSEY	S.JAQUEZ	\$ 3.00	LCAP G3	SUBSCRIPTION TOOL SFTWR
02/17/2021	YOUCANBOOK.ME BEDFORD	DAVID HUSSEY	S.JAQUEZ	\$ 16.20	LCAP G3	SUBSCRIPTION TOOL SFTWR
02/19/2021	ECOBEE PALM BEACH GARDENS	DAVID HUSSEY	R.GUINTO	\$ 240.00	TECHNOLOGY	COMPUTER HRDWR/SFTWR
02/19/2021	SSP* NATIONAL COLLEG DIAMOND BAR CA	DAVID HUSSEY	J.GRAHAM	\$ 5.00	GENERAL ACADEMICS	STUDENT SEMINAR
02/19/2021	SSP* NATIONAL COLLEG DIAMOND BAR CA	DAVID HUSSEY	J.GRAHAM	\$ 45.00	GENERAL ACADEMICS	STUDENT SEMINAR
02/23/2021	THE HOME DEPOT #6632 WOODLAND HLS CA	DAVID HUSSEY	U.DUARTE	\$ 352.09	GENERAL OPERATIONS	OPERATIONS & HOUSEKEEPING
02/25/2021	CARDIO PARTNERS BRENTWOOD TN	DAVID HUSSEY	G.PAEZ - NURSE OFFICE	\$ 256.20	GENERAL OPERATIONS	NURSE AED EQUIPMENT
02/25/2021	INSTRUCTIONAL COACHI LAWRENCE KS	DAVID HUSSEY	S.SPENCER	\$ 225.00	GENERAL ACADEMICS	PROFESSIONAL DEVELOPMENT
02/28/2021	YOUCANBOOK.ME BEDFORD	DAVID HUSSEY	S.JAQUEZ	\$ 56.00	LCAP G3	SUBSCRIPTION TOOL SFTWR
02/23/2021	THE HOME DEPOT #6632 WOODLAND HLS CA	DAVID HUSSEY	U.DUARTE	\$ (168.39)	GENERAL OPERATIONS	OPERATIONS Return
			Adjusted AMEX Balance	<u>\$ 3,180.84</u>		
2/17/2021	MCGRAW-HILL ECOM 800-648-3045 NY	DAVID HUSSEY	Duplicate AMEX Credit	\$ (11,060.25)	AMEX INVESTIGATION - TEMPORARY CREDIT NOT CALCULATED	



Corporate Card Statement of Account

Sign-up For Online Statements
www.americanexpress.com/gopaperless

Prepared For
DAVID HUSSEY
 EL CAMINO REAL CHS

Account Number
 XXXX-XXXXX3-31005

Closing Date
 02/28/21

Page 1 of 3

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$	Do Not Pay
22,812.33	3,349.23	0.00	11,485.91	22,878.76	8,203.11	CR

For important information regarding your account refer to page 2.

Credit Balance - Can be applied against future charges or you may request a refund.

To manage your Account online or to pay your bill, please visit us at corp.americanexpress.com. For additional contact information, please see the reverse side of this page.

Corporate Card Snapshot

Card Number	Card	New Charges + Other Debits	Payments + Other Credits
XXXX-XXXXX3-31005	DAVID HUSSEY	0.00	-12,075.78
XXXX-XXXXX3-31047	DAVID HUSSEY	3,349.23	-22,288.89
	Total	3,349.23	-34,364.67

Activity

Date reflects either transaction or posting date

Card Number	XXXX-XXXXX3-31005	Reference Code	Amount \$
02/28/21	PAYMENT RECEIVED - THANK YOU	02/28 08002000000	-11,485.91
02/12/21	ADJUSTMENT FOR DELINQUENCY FEE	DATE OF ABOVE 02/12	-511.87 Credit
02/12/21	ADJUSTMENT FOR LATE FEE	DATE OF ABOVE 02/12	-39.00 Credit
02/12/21	ADJUSTMENT FOR LATE FEE	DATE OF ABOVE 02/12	-39.00 Credit
Total for DAVID HUSSEY		New Charges/Other Debits	0.00
		Payments/Other Credits	-12,075.78

Do not staple or use paper clips

Payment Coupon

DAVID HUSSEY
 EL CAMINO REAL CHS
 5440 VALLEY CIR BLVD
 WOODLAND HILLS CA 91367

Account Number 3787-507763-31005 Payable upon receipt in U.S. Dollars.

Do Not Pay Enter 15 digit account number on all payments.

Credit Balance \$8,203.11CR Checks or drafts must be drawn against banks located in the U.S.

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
 PO BOX 0001
 LOS ANGELES CA 90096-8000



0000378750776331005 100820311000334923 28HH

Prepared For
DAVID HUSSEY
 EL CAMINO REAL CHS

Account Number
 XXXX-XXXXX3-31005

Page 2 of 3

Payments: Your American Express® Corporate Card statement is payable in full upon receipt. Payments received after 5:00 pm may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. Your Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord and satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number, and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to the bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Card, please note that you are eligible to pay your bill online.

Authorizations for Electronic Payments: By using Pay by Computer, Pay by Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electronic debit to the financial account you specify in the amount you request. Payments received after 5:00 pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, **in each instance increased by 2.5%**. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-528-2122 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. Requests for refunds of credit balances (designated "CR") should be made by calling us at 1-800-528-2122 or the number on the back of your Card. Billing disputes can also be initiated online. This applies to Corporate Cards only, not Cards issued under the Corporate Defined Express Program.

In Case of Errors or Questions About Electronic Transfers: Please contact us by calling 1-800-IPAY-AXP for Pay By Phone, Pay By Computer issues and automatic payment issues.

When Contacting Us Regarding Errors or Questions: We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. When contacting us, please give us the following information: 1. Your name and account number; 2. The dollar amount of the suspected error; 3. Describe why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



Manage your Card account online at:
www.americanexpress.com/checkyourbill



For all further inquiries or to pay by phone, please call the number on the back of your Card.

If your Card has been lost or stolen, please call 1-800-528-2122.

International Collect:
 1-336-393-1111.

Hearing Impaired Services:
 TTY: 1-800-221-9950.
 FAX: 1-800-695-9090.

Large Print and Braille Statements:
 1-800-528-2122.



Customer Service
 P.O. Box 981531
 El Paso, TX
 79998-1531

Payments
 PO BOX 0001
 LOS ANGELES
 CA
 90096-8000



Prepared For
DAVID HUSSEY
 EL CAMINO REAL CHS

Account Number
XXXX-XXXXX3-31005

Closing Date
02/28/21

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Activity Continued

Card Number XXXX-XXXXX3-31047					Reference Code	Amount \$
01/29/21	YEARLI.COM	GRAND RAPIDS	MI		31019422902	154.69
	REF# 31019422902	6165744397	01/28/21			
02/03/21	NATL ASSOC OF TAX PR	800-558-3402	WI			542.48
	REF# 2021-02-02-	800-558-3402	02/02/21			
02/03/21	CARDIO PARTNERS	BRENTWOOD	TN		85353541034	314.26
	REF# 85353541034	866-349-4364	02/02/21			
02/03/21	PITNEY BOWES PI	SHELTON	CT		13074997870	361.32
	REF# 1307499787	8442566444	02/03/21			
02/03/21	MCGRAW-HILL ECOM	800-648-3045	NY		47167501000	-11,060.25
	REF# 47167501	BOOKS	02/03/21			Credit
02/09/21	MATHEMATICAL ASSOC M	WASHINGTON	DC			373.00
	REF# 612a4188-f2	WASHINGTON	02/09/21			
02/12/21	MAILCHIMP	ATLANTA	GA			185.00
	REF# 5831486-152	LARGE DIGITAL GO	02/12/21			
02/15/21	AGUAVIDA PREMIUM	WAT 747-444-9637	CA		21105171046	219.99
	REF# 21105171046	BOTTLE WATER	02/14/21			
02/17/21	YOUCANBOOK.ME	BEDFORD				3.00
	REF# NT_IXRWSSJK	+441234245538	02/17/21			
02/17/21	YOUCANBOOK.ME	BEDFORD				16.20
	REF# NT_IXUG1TEC	+441234245538	02/17/21			
02/17/21	CREDIT PENDING INVESTIGATION OF DISPUTE					-11,060.25
	DATE OF ABOVE 02/17					Credit
02/19/21	ECOBEE	PALM BEACH GARDENS				240.00
	REF# NT_IYB0ZGQU	+18779326233	02/19/21			
02/19/21	HOPIN	DIAMOND BAR	CA			5.00
	REF# NT_IYYWCRAQ	9093960151	02/19/21			
02/19/21	SSP* NATIONAL COLLEG	DIAMOND BAR	CA		71094471050	45.00
	REF# 71094471050	909-396-0151	02/19/21			
02/23/21	THE HOME DEPOT #6632	WOODLANDHLS	CA		02220663225	352.09
	REF# 02220663225	800-654-0688	02/22/21			
02/23/21	THE HOME DEPOT #6632	WOODLANDHLS	CA		02220663225	-168.39
	REF# 02220663225	800-654-0688	02/22/21			Credit
02/25/21	CARDIO PARTNERS	BRENTWOOD	TN		85353541056	256.20
	REF# 85353541056	866-349-4364	02/24/21			
02/25/21	INSTRUCTIONAL COACHI	LAWRENCE	KS		31099531056	225.00
	REF# 31099531056	785-5508708	02/25/21			
02/28/21	YOUCANBOOK.ME	BEDFORD				56.00
	REF# NT_J1XENO9K	+441234245538	02/28/21			
Total for DAVID HUSSEY					New Charges/Other Debits	3,349.23
					Payments/Other Credits	-22,288.89

Cover Sheet

February 2021 Financial Update

Section:	III. Financial
Item:	A. February 2021 Financial Update
Purpose:	Discuss
Submitted by:	
Related Material:	Feb. 21 - Financial Board Report 03.2021.pdf

El Camino Real Charter High School



FINANCIAL REPORT AS OF: FEBRAURY 28, 2021

PROVIDED BY: ICON School Management



BALANCE SHEET

Description	Actual Feb 2021	Prior* Feb 2020	\$ Change to Prior*	% Change
ASSETS				
Current Assets				
Cash	\$ 18,893,915	\$ 5,806,083	\$ 13,087,832	233.16%
Investments	21,864,067	20,049,018	1,815,049	24.76%
Accounts Receivable	1,819,295	2,420,229	(600,934)	-24.83%
Prepaid Expenditures (Expenses)	204,942	327,583	(122,641)	-37.44%
Total Current Assets	42,782,219	28,602,912	14,179,307	90.37%
Fixed Assets, Net of Depreciation	6,895,115	6,793,434	101,681	1.50%
Total Assets	\$ 49,677,334	\$ 35,396,346	\$ 14,280,988	63.52%
LIABILITIES & NET ASSETS				
Current Liabilities				
Accounts Payables	55,643	537,520	\$ (481,878)	-89.65%
Accrued Liabilities	983,762	1,616,093	(632,332)	-39.13%
Deferred Revenue	215,000	905,579	(690,579)	-76.26%
Total Current Liabilities	1,254,405	3,059,193	(1,804,788)	-59.00%
Long-Term Debt	36,171,640	25,950,540	10,221,100	78.40%
Total Liabilities	37,426,045	29,009,733	8,416,312	52.28%
Net Assets				
Restricted	-	-	-	N/A
Unrestricted	12,251,289	6,386,613	5,864,677	91.83%
Total Net Assets	12,251,289	6,386,613	5,864,677	91.83%
Total Liabilities & Net Assets	\$ 49,677,334	\$ 35,396,346	\$ 14,280,988	63.52%

* Restated to incorporate 20-21 Changes

- Cash has increased due to PPP Funding and LLMF Funding as well as classification of MMA of Investments
- Reclassification of Assets – No longer Net OPEB Liability. Investment Part is separated and is now an Asset
- Reclassification of LTD – No longer NET OPEB Liability. OPEB Liability is separated from Investments
- LT-Debt Increased due to 19-20 Actuarial Study Report, PPP Funding and Compensated Absences



CASH FLOW

Description	Feb 2021	Feb 2020
OPERATING ACTIVITIES		
Net Income	\$6,060,137.90	(\$1,856,856.99)
Total Adjustments to Reconcile Net Income to Net Cash provided by operations	(\$655,897.05)	(\$410,840.76)
Net Cash provided by Operating Activities	5,404,240.85	(2,267,697.75)
INVESTING ACTIVITIES		
Net Cash provided (used) by Investing Activities	\$248,180.25	\$380,829.04
FINANCING ACTIVITIES		
Net Cash provided by Financing Activities	\$5,974,484.00	\$2,368,417.61
NET CASH INCREASE (DECREASE) FOR PERIOD	11,626,905.10	481,548.90
CASH, BEGINNING	\$7,267,010.15	\$5,324,533.91
CASH, ENDING	\$ 18,893,915.25	\$ 5,806,082.81

- School received PPP Funding to help with Future Cash Deferrals of 35.59%
- School received FMV Adjustment in OPEB Liability causing Financing Activity to increase as well as PPP Funding which is considered LT-Debt.
- 2019-20 Beginning Cash Balance has been restated to agree to 18-19 Audit Report.



CASH ANALYSIS

- Days of Cash on Hand: 173 (Recommended: 120)

	Feb 2021	Jan 2021	Jun 2020	Feb 2021
Fundraising #1287	\$ 274.04	\$ 87.95	\$ -	\$ -
LAUSD Account #1295	13,686.70	56,810.35	-	-
PPP Account #1309	3,815,700.00	3,815,700.00	-	-
General Account #1761	10,103,804.60	8,890,952.37	5,537,876.22	4,634,373.90
A/P Account #1796	290,987.52	620,262.31	36,229.48	344,919.98
ASB Trust #1826	357,446.78	331,069.52	164,872.41	155,828.89
CNB ZBA Account	(14,698.98)	(23,804.83)	(21,958.45)	(27,347.31)
Hanmi MMA #2745	-	-	-	347.77
Cetera MMA #3344	4,081,685.22	3,811,999.09	1,273,928.00	75,147.03
Cetera OPEB MMA #4925	244,298.37	192,639.85	230,858.53	-
Petty Cash	500.00	500.00	-	(213.60)
Undeposited Funds	-	-	335.00	-
Total Checking/Savings/CDs	\$ 18,893,684.25	\$ 17,696,216.61	\$ 7,222,141.19	\$ 5,183,056.66



INVESTMENT ANALYSIS (FEB. 28)

- Charter School Investment Account
 - \$750,000 used to purchase 2 annuities
 - YTD Investment Revenue: \$79,185 (Int. & Dividends)
 - YTD Investment Fees: \$11,515
 - YTD FMV Adjustment: (\$51,085)

- Charter School OPEB Investment Account
 - YTD Investment Revenue: \$258,156 (Int. & Dividends)
 - YTD Investment Fees: \$177,229
 - YTD FMV Adjustment: \$2,871,610



PROFIT & LOSS (SUMMARY)

	Working Budget 20-21	1st Interim Budget	2nd Interim Budget	YTD 2020-21	PYTD 2019-20
REVENUES					
LCFF	\$ 34,623,203	\$ 34,623,203	\$ 34,584,979	\$ 21,928,321	\$ 21,178,800
Federal	3,455,377	3,371,523	3,010,023	2,540,667	1,155,561
State	1,409,106	1,560,958	1,579,759	2,801,174	2,450,089
Local	3,192,091	2,809,521	2,868,733	434,130	1,472,187
FMV Adjustment	-	-	-	2,820,525	(294,619)
	42,679,777	42,365,205	42,043,494	30,524,816	25,962,018
EXPENSES					
Salaries and benefits	30,492,305	30,622,540	29,564,619	19,498,950	20,289,991
Student supplies	2,604,498	2,465,359	1,972,773	1,238,916	2,020,874
Operating Exp	6,970,529	6,704,996	5,975,849	3,375,328	5,130,381
Capital Outlay	550,254	640,020	530,216	351,485	377,629
Other Outgo	31,280	31,280	33,866	-	-
	40,648,866	40,464,195	38,077,323	24,464,678	27,818,875
NET INCOME (LOSS)	\$ 2,030,911	\$ 1,901,010	\$ 3,966,171	\$ 6,060,138	\$ (1,856,857)
NET INCOME BEFORE FMV ADJ.	\$ 2,030,911	\$ 1,901,010	\$ 3,966,171	\$ 3,239,613	\$ (1,562,238)

- \$6.1M in Net Income due to the following factors:
 - 1-Time Funding of \$1.4M in LLMF
 - FMV Adjustment of \$2.8M in Investments
 - Operational Expenses are down due to COVID-19



PROFIT & LOSS (YTD)

Description	Actual YTD Feb 2021	Prior YTD Feb 2020	\$ Change	% Change
REVENUES				
LCFF Revenues	\$ 21,928,321	21,178,800	\$ 749,521	3.54%
Federal Revenues	2,540,667	1,155,561	1,385,106	119.86%
State Revenues	2,801,174	2,450,089	351,085	14.33%
Local Revenues	434,130	1,472,187	(1,038,057)	-70.51%
FMV Adjustment	2,820,525	(294,619)	3,115,144	-1057.35%
Total Revenues	30,524,816	25,962,018	4,562,798	17.57%
EXPENDITURES				
Certificated Salaries	9,867,707	10,222,979	(355,272)	-3.48%
Classified Salaries	2,598,981	2,753,229	(154,248)	-5.60%
Employee Benefits	7,032,262	7,313,783	(281,521)	-3.85%
Books & Supplies	1,238,916	2,020,874	(781,958)	-38.69%
Services and Operations	3,375,328	5,130,381	(1,755,053)	-34.21%
Capital Outlay	351,485	377,629	(26,144)	-6.92%
Total Expenditures	24,464,678	27,818,875	(3,354,197)	-12.06%
NET INCOME (LOSS)	\$ 6,060,138	\$ (1,856,857)	\$ 7,916,995	-426.37%

- Significant Difference is in Federal Revenues. LLMF was received for the largest portion and all upfront.
- Local Revenues are primarily FMV Adjustment of Investment Activities with the OPEB Investments accounting for over 87% of this local revenue.
- Local Revenues and Operating Expenditures affected by closing of Campus. No ASB, no tuition.
- As Stock Market fluctuates, Local Revenue will fluctuate.

BUDGET COMPARISON (YTD)

Description	Actual Feb 2021	2nd Interim Budget	% Used
REVENUES			
LCFF Revenues	\$ 21,928,321	\$ 34,584,979	63.40%
Federal Revenues	2,540,667	3,010,023	84.41%
State Revenues	2,801,174	1,579,759	177.32%
Local Revenues	434,130	2,868,733	15.13%
FMV Adjustment	2,820,525	-	#DIV/0!
Total Revenues	30,524,816	42,043,494	72.60%
EXPENDITURES			
Certificated Salaries	9,867,707	15,356,725	64.26%
Classified Salaries	2,598,981	3,584,334	72.51%
Employee Benefits	7,032,262	10,623,560	66.19%
Books & Supplies	1,238,916	1,972,773	62.80%
Services and Operations	3,375,328	5,975,849	56.48%
Capital Outlay	351,485	530,216	66.29%
Other Outgo	-	33,866	0.00%
Total Expenditures	24,464,678	38,077,323	64.25%
NET INCOME (LOSS)	\$ 6,060,138	\$ 3,966,171	152.80%
NET INCOME BEFORE FMV ADJ.	\$ 3,239,613	\$ 3,966,171	81.68%



OTHER MATTERS

- 2nd Interim Report submitted on March 4, 2021
- ESSER II Funds to be allocated to ECR (Approximately \$1.2M); Spending Deadline of September 30, 2023.



El Camino Real Charter High School Parent Company Balance Sheet End of Feb 2021

Financial Row	2021	2020	\$ Variance	% Variance
ASSETS				
Current Assets				
Bank				
9120-100 - ECR Petty Cash	\$500.00	(\$213.60)	\$713.60	-334.08%
9121-1287 - CNB Checking - Fundraising #1287	\$274.04	\$0.00	\$274.04	0.00%
9121-1295 - CNB Checking - LAUSD Account #1295	\$13,686.70	\$0.00	\$13,686.70	0.00%
9121-1309 - CNB Checking - PPP Account #1309	\$3,815,700.00	\$0.00	\$3,815,700.00	0.00%
9121-1761 - CNB Checking - General Account #1761	\$10,103,804.60	\$4,634,373.90	\$5,469,430.70	118.02%
9121-1796 - CNB Checking - A/P Account #1796	\$290,987.52	\$344,919.98	(\$53,932.46)	-15.64%
9122-1826 - CNB Checking - ASB Trust #1826	\$357,446.78	\$155,828.89	\$201,617.89	129.38%
9124-2717 - ECRCHS : CNB ZBA account	(\$14,698.98)	(\$27,347.31)	\$12,648.33	-46.25%
9126-2745 - Hanmi Money Market #2745	\$0.00	\$347.77	(\$347.77)	-100.00%
9135-3344 - Cetera Investments #3344	\$4,081,685.22	\$75,147.03	\$4,006,538.19	5,331.60%
9135-4925 - Cetera OPEB Investments #4925	\$244,298.37	\$0.00	\$244,298.37	0.00%
Total Bank	\$18,893,684.25	\$5,183,056.66	\$13,710,627.59	264.53%
Accounts Receivable				
9200 - Accounts Receivable				
9200 - Accounts Receivable	\$113,000.00	\$372,867.60	(\$259,867.60)	-69.69%
9212 - AR - Title II	(\$67.00)	\$0.00	(\$67.00)	0.00%
9214 - AR - Title IV	\$6,907.00	\$0.00	\$6,907.00	0.00%
9226 - AR- Child Nutrition (Federal)	\$68,625.52	\$112,377.57	(\$43,752.05)	-38.93%
9230 - AR - State Aid	\$1,625,099.00	\$1,714,609.00	(\$89,510.00)	-5.22%
9233 - AR - Lottery	\$0.00	\$164,581.08	(\$164,581.08)	-100.00%
9239 - AR - Special Education	\$0.03	\$0.02	\$0.01	50.00%
9246 - AR - Child Nutrition (State)	\$5,730.34	\$11,478.51	(\$5,748.17)	-50.08%
9249 - AR - Other State Grants	\$0.00	(\$0.03)	\$0.03	-100.00%
9251 - AR - Gen Purpose prior yr adjustment (Due from Distr	\$0.00	\$44,315.00	(\$44,315.00)	-100.00%
Total - 9200 - Accounts Receivable	\$1,819,294.89	\$2,420,228.75	(\$600,933.86)	-24.83%
Total Accounts Receivable	\$1,819,294.89	\$2,420,228.75	(\$600,933.86)	-24.83%
Other Current Asset				
9150 - Investments	\$2,705,617.30	\$7,329,155.08	(\$4,623,537.78)	-63.08%
9151 - OPEB Investments	\$18,408,450.16	\$0.00	\$18,408,450.16	0.00%
9152 - Other Investments	\$750,000.00	\$0.00	\$750,000.00	0.00%
9330 - PrePaid Expenses	\$204,941.56	\$327,582.52	(\$122,640.96)	-37.44%
Undeposited Funds	\$231.00	\$430,181.15	(\$429,950.15)	-99.95%
Total Other Current Asset	\$22,069,240.02	\$8,086,918.75	\$13,982,321.27	172.90%
Total Current Assets	\$42,782,219.16	\$15,690,204.16	\$27,092,015.00	172.67%
Fixed Assets				
9410 - Land	\$2,019,963.89	\$2,019,963.89	\$0.00	0.00%
9420 - Land Improvements	\$203,845.25	\$168,345.25	\$35,500.00	21.09%
9425 - Accumulated Depreciation - Land Improvements	(\$163,299.39)	(\$163,299.37)	(\$0.02)	0.00%
9430 - Buildings	\$3,559,839.36	\$3,559,839.36	\$0.00	0.00%
9431 - Fixed Asset - Building Improvements	\$139,467.91	\$139,467.91	\$0.00	0.00%
9435 - Accumulated Depreciation-Buildings	(\$361,710.12)	(\$341,995.76)	(\$19,714.36)	5.76%
9436 - Accumulated Depreciation - Building Improvements	(\$111,574.20)	(\$116,223.74)	\$4,649.54	-4.00%
9440 - Equipment	\$1,759,551.25	\$1,691,746.68	\$67,804.57	4.01%
9445 - Accumulated Depreciation-Equipment	(\$1,361,999.82)	(\$1,375,441.54)	\$13,441.72	-0.98%
9460 - Fixed Asset - Leasehold Improvements	\$1,478,554.00	\$1,478,554.00	\$0.00	0.00%
9465 - Accumulated Depreciation - Leaseholds	(\$267,522.98)	(\$267,522.90)	(\$0.08)	0.00%
Total Fixed Assets	\$6,895,115.15	\$6,793,433.78	\$101,681.37	1.50%
Total ASSETS	\$49,677,334.31	\$22,483,637.94	\$27,193,696.37	120.95%
LIABILITIES & EQUITY				
Current Liabilities				

**El Camino Real Charter High School
Parent Company
Balance Sheet
End of Feb 2021**

Financial Row	2021	2020	\$ Variance	% Variance
Accounts Payable				
9500 - Accounts Payable				
9500 - Accounts Payable	\$55,269.78	\$522,096.52	(\$466,826.74)	-89.41%
9502 - AP - District Oversight Fee	\$0.00	\$0.01	(\$0.01)	-100.00%
9503 - AP - Special Education	\$0.00	\$0.02	(\$0.02)	-100.00%
9516 - AP - Payable to County (prior yr adj)	\$0.00	\$9,910.00	(\$9,910.00)	-100.00%
Total - 9500 - Accounts Payable	\$55,269.78	\$532,006.55	(\$476,736.77)	-89.61%
9504 - AMEX - Accounts Payable	\$372.99	\$5,513.81	(\$5,140.82)	-93.24%
Total Accounts Payable	\$55,642.77	\$537,520.36	(\$481,877.59)	-89.65%
Credit Card				
9515-1039 - American Express - Darby	\$0.00	\$5,135.47	(\$5,135.47)	-100.00%
9515-1047 - American Express - Hussey	(\$886.00)	\$0.00	(\$886.00)	0.00%
Total Credit Card	(\$886.00)	\$5,135.47	(\$6,021.47)	-117.25%
Other Current Liability				
9501 - Accrued Accounts Payable	\$13,686.44	\$1,074,316.99	(\$1,060,630.55)	-98.73%
9530 - Garnishment/Lien Payable	(\$150.00)	(\$10,076.62)	\$9,926.62	-98.51%
9550 - Retirement Liability - PERS	\$81,307.08	\$30,347.60	\$50,959.48	167.92%
9552 - Sales Tax Payable CA	\$5,439.45	\$0.00	\$5,439.45	0.00%
9555 - Retirement Liability - STRS	\$377,397.93	\$65,207.83	\$312,190.10	478.76%
9558 - Retirement Liability - PARS	\$0.00	\$13,778.26	(\$13,778.26)	-100.00%
9570 - Wages Payable	\$0.00	(\$1,342.36)	\$1,342.36	-100.00%
9573 - Accrued Salaries	\$32,264.43	\$16,914.00	\$15,350.43	90.76%
9574 - Accrued Payroll Taxes	\$46.44	(\$10,917.01)	\$10,963.45	-100.43%
9580 - 403B Payable	\$25,788.28	\$94,854.84	(\$69,066.56)	-72.81%
9585 - Other Payroll Liabilities	\$99,708.30	\$100,102.09	(\$393.79)	-0.39%
9589 - OPEB Current Liability	\$144,730.69	\$0.00	\$144,730.69	0.00%
9620 - Due to Student Groups/Other Agencies				
9621 - Due to (From) School 1	\$354,384.85	\$237,807.35	\$116,577.50	49.02%
Total - 9620 - Due to Student Groups/Other Agencies	\$354,384.85	\$237,807.35	\$116,577.50	49.02%
9650 - Deferred Revenue	\$215,000.00	\$905,579.00	(\$690,579.00)	-76.26%
9651 - Deposit	\$130,456.00	\$0.00	\$130,456.00	0.00%
Refunds Payable	\$214.00	(\$35.00)	\$249.00	-711.43%
Total Other Current Liability	\$1,480,273.89	\$2,516,536.97	(\$1,036,263.08)	-41.18%
Total Current Liabilities	\$1,535,030.66	\$3,059,192.80	(\$1,524,162.14)	-49.82%
Long Term Liabilities				
9664 - OPEB Liability	\$32,162,344.00	\$13,037,832.35	\$19,124,511.65	146.68%
9665 - Compensated Absences Payable	\$193,596.42	\$0.00	\$193,596.42	0.00%
9669 - Other general Long Term Debt	\$3,815,700.00	\$0.00	\$3,815,700.00	0.00%
Total Long Term Liabilities	\$36,171,640.42	\$13,037,832.35	\$23,133,808.07	177.44%
Equity				
9760 - Fund Balance	\$7,722,661.77	\$8,239,617.06	(\$516,955.29)	-6.27%
Total - Equity	\$7,722,661.77	\$8,239,617.06	(\$516,955.29)	-6.27%
Retained Earnings	(\$1,812,136.44)	\$3,852.72	(\$1,815,989.16)	-47,135.25%
Net Income	\$6,060,137.90	(\$1,856,856.99)	\$7,916,994.89	-426.37%
Total Equity	\$11,970,663.23	\$6,386,612.79	\$5,584,050.44	87.43%
Total LIABILITIES & EQUITY	\$49,677,334.31	\$22,483,637.94	\$27,193,696.37	120.95%

**El Camino Real Charter High School
Parent Company
Income Statement
Jul 2020 through Feb 2021**

Financial Row	20-21 (YTD)	19-20 (YTD)	\$ Variance	% Variance
Ordinary Income/Expense				
Income				
8000 - Revenue				
8010 - Principal Apportionment				
8011 - Charter Schools General Purpose Entitlement - State Aid	\$11,006,449.00	\$11,977,793.00	(\$971,344.00)	-8.11%
8012 - Education Protection Account Entitlement	\$3,810,018.00	\$3,188,338.00	\$621,680.00	19.50%
8019 - State Aid - Prior Years	\$0.00	(\$3,541.00)	\$3,541.00	-100.00%
8096 - Charter Schools in Lieu of Property Taxes	\$7,111,853.97	\$6,016,210.00	\$1,095,643.97	18.21%
Total - 8010 - Principal Apportionment	\$21,928,320.97	\$21,178,800.00	\$749,520.97	3.54%
8100 - Federal Revenue				
8181 - Special Education - Entitlement	\$504,150.00	\$483,183.99	\$20,966.01	4.34%
8220 - Child Nutrition Programs	\$250,361.43	\$283,035.76	(\$32,674.33)	-11.54%
8221 - Donated Food Commodities	\$13,108.56	\$0.00	\$13,108.56	0.00%
8290 - Every Student Succeeds Act				
8291 - Title I	\$33,508.00	\$241,840.00	(\$208,332.00)	-86.14%
8292 - Title II	\$173,427.00	\$41,519.00	\$131,908.00	317.71%
8293 - Title III	\$0.00	\$5,820.00	(\$5,820.00)	-100.00%
8294 - Title IV	\$6,769.00	\$12,240.00	(\$5,471.00)	-44.70%
Total - 8290 - Every Student Succeeds Act	\$213,704.00	\$301,419.00	(\$87,715.00)	-29.10%
8295 - Federal Learning Loss Funding	\$1,413,396.00	\$0.00	\$1,413,396.00	0.00%
8296 - Other Federal Revenue				
8296 - Other Federal Revenue	\$76,935.00	\$64,071.67	\$12,863.33	20.08%
8299 - All Other Federal Revenue	\$69,011.73	\$23,850.13	\$45,161.60	189.36%
Total - 8296 - Other Federal Revenue	\$145,946.73	\$87,921.80	\$58,024.93	66.00%
Total - 8100 - Federal Revenue	\$2,540,666.72	\$1,155,560.55	\$1,385,106.17	119.86%
8300 - Other State Revenues				
8380 - Special Ed				
8381 - Special Education - Entitlement (State)	\$1,751,336.48	\$1,542,601.24	\$208,735.24	13.53%
Total - 8380 - Special Ed	\$1,751,336.48	\$1,542,601.24	\$208,735.24	13.53%
8520 - Child Nutrition - State	\$18,910.11	\$39,118.35	(\$20,208.24)	-51.66%
8550 - Mandated Cost Reimbursements	\$158,323.00	\$153,952.00	\$4,371.00	2.84%
8560 - State Lottery Revenue	\$199,164.85	\$334,467.75	(\$135,302.90)	-40.45%
8590 - All Other State Revenue	\$673,439.26	\$379,949.48	\$293,489.78	77.24%
Total - 8300 - Other State Revenues	\$2,801,173.70	\$2,450,088.82	\$351,084.88	14.33%
8600 - Other Local Revenue				
8631 - Sales				
8631 - Sales	\$0.00	\$570.61	(\$570.61)	-100.00%
8634 - Food Service Sales	(\$307.50)	\$214,222.09	(\$214,529.59)	-100.14%
Total - 8631 - Sales	(\$307.50)	\$214,792.70	(\$215,100.20)	-100.14%
8660 - Interest	\$338,314.24	\$118,142.12	\$220,172.12	186.36%
8662 - Net Increase (Decrease) in the Fair Value of Investments	\$2,820,524.98	(\$294,618.75)	\$3,115,143.73	-1,057.35%
8677 - Transfers of Apportionments from Districts	\$0.00	\$0.00	\$0.00	0.00%
8690 - Other Local Revenue				
8690 - Other Local Revenue	\$96,164.25	\$605,301.27	(\$509,137.02)	-84.11%
8699 - All Other Local Revenue	\$0.00	\$168,356.19	(\$168,356.19)	-100.00%
Total - 8690 - Other Local Revenue	\$96,164.25	\$773,657.46	(\$677,493.21)	-87.57%
Total - 8600 - Other Local Revenue	\$3,254,695.97	\$811,973.53	\$2,442,722.44	300.84%
8999 - Uncategorized Revenue	\$0.00	\$85.00	(\$85.00)	-100.00%
Total - 8000 - Revenue	\$30,524,857.36	\$25,596,507.90	\$4,928,349.46	19.25%
8804 - ASB Revenues	(\$41.00)	\$365,510.19	(\$365,551.19)	-100.01%
Total - Income	\$30,524,816.36	\$25,962,018.09	\$4,562,798.27	17.57%
Gross Profit	\$30,524,816.36	\$25,962,018.09	\$4,562,798.27	17.57%
Expense				
1000 - Certificated Salaries				
1000 - Certificated Salaries	\$0.00	(\$969.31)	\$969.31	-100.00%
1100 - Teachers Salaries	\$8,055,928.15	\$8,380,190.54	(\$324,262.39)	-3.87%
1101 - Teacher - Stipends	\$0.00	(\$2,967.08)	\$2,967.08	-100.00%

**El Camino Real Charter High School
Parent Company
Income Statement
Jul 2020 through Feb 2021**

Financial Row	20-21 (YTD)	19-20 (YTD)	\$ Variance	% Variance
1190 - Teacher - Custom 5	\$279.00	\$255.47	\$23.53	9.21%
1200 - Certificated Pupil Support Salaries	\$1,183,929.45	\$1,138,469.77	\$45,459.68	3.99%
1300 - Certificated Supervisor & Administrator Salaries	\$627,570.08	\$707,999.64	(\$80,429.56)	-11.36%
Total - 1000 - Certificated Salaries	\$9,867,706.68	\$10,222,979.03	(\$355,272.35)	-3.48%
2000 - Classified Salaries				
2100 - Classified Instructional Aide Salaries	\$634,436.61	\$631,375.66	\$3,060.95	0.48%
2200 - Classified Support Salaries	\$901,852.08	\$972,609.26	(\$70,757.18)	-7.27%
2300 - Classified Supervisor & Administrator Salaries	\$460,504.82	\$469,433.50	(\$8,928.68)	-1.90%
2400 - Classified Clerical & Office Salaries	\$556,551.37	\$606,689.87	(\$50,138.50)	-8.26%
2900 - Classified Other Salaries	\$45,636.27	\$73,120.86	(\$27,484.59)	-37.59%
Total - 2000 - Classified Salaries	\$2,598,981.15	\$2,753,229.15	(\$154,248.00)	-5.60%
3000 - Employee Benefits				
3100 - STRS				
3101 - State Teachers Retirement System, certificated positions	\$1,421,800.96	\$1,561,157.33	(\$139,356.37)	-8.93%
3102 - State Teachers Retirement System, classified positions	\$44,465.44	\$24,064.59	\$20,400.85	84.78%
Total - 3100 - STRS	\$1,466,266.40	\$1,585,221.92	(\$118,955.52)	-7.50%
3200 - PERS				
3201 - Public Employees Retirement System, certificated positions	\$25,809.17	\$26,406.63	(\$597.46)	-2.26%
3202 - Public Employees Retirement System, classified positions	\$438,155.90	\$427,147.24	\$11,008.66	2.58%
Total - 3200 - PERS	\$463,965.07	\$453,553.87	\$10,411.20	2.30%
3300 - OASDI-Medicare-Alternative				
3301 - OASDI/Alternative, certificated positions	\$130,906.01	\$163,548.26	(\$32,642.25)	-19.96%
3302 - OASDI/Alternative, classified positions	\$172,581.57	\$185,762.96	(\$13,181.39)	-7.10%
Total - 3300 - OASDI-Medicare-Alternative	\$303,487.58	\$349,311.22	(\$45,823.64)	-13.12%
3400 - Health & Welfare Benefits				
3400 - Health & Welfare Benefits	\$0.00	\$18,690.85	(\$18,690.85)	-100.00%
3401 - Health & Welfare Benefits - Certificated Positions	\$1,831,680.03	\$2,268,717.79	(\$437,037.76)	-19.26%
3402 - Health and Welfare Benefits - Classified Positions	\$671,864.79	\$543,215.59	\$128,649.20	23.68%
Total - 3400 - Health & Welfare Benefits	\$2,503,544.82	\$2,830,624.23	(\$327,079.41)	-11.56%
3500 - Unemployment Insurance				
3501 - State Unemploy. Insurance - Certificated Positions	\$7,085.38	\$24.27	\$7,061.11	29,093.98%
3502 - State Unemploy. Insurance - Classified Positions	\$1,883.46	\$581.20	\$1,302.26	224.06%
Total - 3500 - Unemployment Insurance	\$8,968.84	\$605.47	\$8,363.37	1,381.30%
3600 - Workers Comp Insurance				
3601 - Worker's Comp Insurance - Certificated Positions	\$81,623.34	\$172,290.18	(\$90,666.84)	-52.62%
3602 - Worker's Comp Insurance - Classified Positions	\$28,491.55	\$0.00	\$28,491.55	0.00%
Total - 3600 - Workers Comp Insurance	\$110,114.89	\$172,290.18	(\$62,175.29)	-36.09%
3700 - Retiree Benefits				
3701 - OPEB, Allocated, Certificated Positions	\$1,711,853.88	\$1,459,634.18	\$252,219.70	17.28%
3702 - OPEB, Allocated, Classified Positions	\$446,930.12	\$391,937.56	\$54,992.56	14.03%
Total - 3700 - Retiree Benefits	\$2,158,784.00	\$1,851,571.74	\$307,212.26	16.59%
3900 - Other Employee Benefits				
3901 - Other Benefits - Certificated Positions	\$11,570.00	\$63,715.03	(\$52,145.03)	-81.84%
3902 - Other Benefits - Classified Positions	\$5,560.37	\$6,889.13	(\$1,328.76)	-19.29%
Total - 3900 - Other Employee Benefits	\$17,130.37	\$70,604.16	(\$53,473.79)	-75.74%
Total - 3000 - Employee Benefits	\$7,032,261.97	\$7,313,782.79	(\$281,520.82)	-3.85%
4000 - Books & Supplies				
4100 - Approved Textbooks & Core Curricula Materials	\$119,016.04	\$268,736.86	(\$149,720.82)	-55.71%
4200 - Books & Other Reference Materials	\$39,528.46	\$72,594.72	(\$33,066.26)	-45.55%
4300 - Materials & Supplies				
4300 - Materials & Supplies	\$38,258.33	\$5,649.67	\$32,608.66	577.18%
4325 - Instructional Materials & Supplies	\$102,743.97	\$197,369.73	(\$94,625.76)	-47.94%
4330 - Office Supplies	\$36,820.82	\$74,745.31	(\$37,924.49)	-50.74%
4345 - Non Instructional Student Materials & Supplies	\$125,353.01	\$474,305.15	(\$348,952.14)	-73.57%
Total - 4300 - Materials & Supplies	\$303,176.13	\$752,069.86	(\$448,893.73)	-59.69%
4400 - Noncapitalized Equipment	\$686,269.49	\$538,763.80	\$147,505.69	27.38%
4700 - Food				

**El Camino Real Charter High School
Parent Company
Income Statement
Jul 2020 through Feb 2021**

Financial Row	20-21 (YTD)	19-20 (YTD)	\$ Variance	% Variance
4710 - Student Food Services	\$90,926.05	\$388,708.83	(\$297,782.78)	-76.61%
Total - 4700 - Food	\$90,926.05	\$388,708.83	(\$297,782.78)	-76.61%
Total - 4000 - Books & Supplies	\$1,238,916.17	\$2,020,874.07	(\$781,957.90)	-38.69%
5000 - Services & Other Operating Expenses				
5000 - Services & Other Operating Expenses	\$18,855.09	\$24,816.60	(\$5,961.51)	-24.02%
5100 - Subagreement for Services	\$223,023.39	\$859.74	\$222,163.65	25,840.79%
5200 - Travel & Conferences	\$8,336.87	\$52,558.55	(\$44,221.68)	-84.14%
5210 - Conferences and Professional Development	\$886.00	\$0.00	\$886.00	0.00%
5300 - Dues & Memberships	\$129,541.07	\$291,914.20	(\$162,373.13)	-55.62%
5400 - Insurance	\$225,787.23	\$206,256.60	\$19,530.63	9.47%
5500 - Operations & Housekeeping				
5500 - Operations & Housekeeping	\$290,537.38	\$373,205.40	(\$82,668.02)	-22.15%
5520 - Security	\$0.00	\$325,056.95	(\$325,056.95)	-100.00%
Total - 5500 - Operations & Housekeeping	\$290,537.38	\$698,262.35	(\$407,724.97)	-58.39%
5600 - Rentals, Leases, & Repairs				
5605 - Equipment Leases	\$65,274.85	\$471,636.10	(\$406,361.25)	-86.16%
5610 - Rent	\$926.81	\$10,681.41	(\$9,754.60)	-91.32%
5616 - Repairs and Maintenance - Computers	\$7,990.82	\$1,207.47	\$6,783.35	561.78%
5631 - Other Rentals, Leases and Repairs 1	\$3,075.38	\$6,921.01	(\$3,845.63)	-55.56%
Total - 5600 - Rentals, Leases, & Repairs	\$77,267.86	\$490,445.99	(\$413,178.13)	-84.25%
5800 - Other Services & Operating Expenses				
5800 - Other Services & Operating Expenses	\$30,910.38	\$25,912.00	\$4,998.38	19.29%
5808 - Investment Fees	\$188,744.17	\$0.00	\$188,744.17	0.00%
5809 - Banking Fees	(\$15,953.75)	\$203,126.39	(\$219,080.14)	-107.85%
5812 - Business Services	\$0.00	\$17,364.17	(\$17,364.17)	-100.00%
5815 - Consultants - Instructional	\$629,909.58	\$727,315.83	(\$97,406.25)	-13.39%
5820 - Consultants - Non Instructional - Custom 1	\$416,240.71	\$353,994.48	\$62,246.23	17.58%
5824 - District Oversight Fees	\$246,913.30	\$644,541.18	(\$397,627.88)	-61.69%
5830 - Field Trips Expenses	\$384.06	\$299,575.21	(\$299,191.15)	-99.87%
5833 - Fines and Penalties	\$70.06	\$3,056.81	(\$2,986.75)	-97.71%
5840 - Onboarding Fees	\$960.00	\$0.00	\$960.00	0.00%
5845 - Legal Fees	\$121,103.55	\$145,217.30	(\$24,113.75)	-16.61%
5848 - Licenses and Other Fees	\$3,638.94	\$56,580.06	(\$52,941.12)	-93.57%
5851 - Marketing and Student Recruiting	\$23,970.00	\$11,566.28	\$12,403.72	107.24%
5857 - Payroll Fees	\$48,777.11	\$56,415.03	(\$7,637.92)	-13.54%
5872 - Special Education Encroachment	\$510,699.08	\$361,047.11	\$149,651.97	41.45%
5884 - Substitutes	\$94,763.78	\$342,106.11	(\$247,342.33)	-72.30%
5899 - Miscellaneous Operating Expenses	\$0.00	\$138.00	(\$138.00)	-100.00%
Total - 5800 - Other Services & Operating Expenses	\$2,301,130.97	\$3,247,955.96	(\$946,824.99)	-29.15%
5900 - Communications	\$99,961.81	\$117,311.01	(\$17,349.20)	-14.79%
Total - 5000 - Services & Other Operating Expenses	\$3,375,327.67	\$5,130,381.00	(\$1,755,053.33)	-34.21%
6000 - Capital Outlay				
6900 - Depreciation	\$351,484.82	\$377,629.04	(\$26,144.22)	-6.92%
Total - 6000 - Capital Outlay	\$351,484.82	\$377,629.04	(\$26,144.22)	-6.92%
9455 - Alternative Education Construction Project	\$0.00	\$0.00	\$0.00	0.00%
Total - Expense	\$24,464,678.46	\$27,818,875.08	(\$3,354,196.62)	-12.06%
Net Ordinary Income	\$6,060,137.90	(\$1,856,856.99)	\$7,916,994.89	-426.37%
Net Income	\$6,060,137.90	(\$1,856,856.99)	\$7,916,994.89	-426.37%

**El Camino Real Charter High School
Parent Company
Income Statement
Jul 2020 through Feb 2021**

Financial Row	20-21 (YTD)	2nd Interim	% Variance
Ordinary Income/Expense			
Income			
8000 - Revenue			
8010 - Principal Apportionment			
8011 - Charter Schools General Purpose Entitlement - State Aid	\$11,006,449.00	\$17,098,522.00	64.37%
8012 - Education Protection Account	\$3,810,018.00	\$7,874,712.00	48.38%
8019 - State Aid - Prior Years	\$0.00	\$0.00	N/A
8096 - Charter Schools in Lieu of Property Taxes	\$7,111,853.97	\$9,611,745.00	73.99%
Total - 8010 - Principal Apportionment	\$21,928,320.97	\$34,584,979.00	63.40%
8100 - Federal Revenue			
8181 - Special Education - Entitlement	\$504,150.00	\$0.00	N/A
8220 - Child Nutrition Programs	\$250,361.43	\$393,850.00	63.57%
8221 - Donated Food Commodities	\$13,108.56	\$0.00	N/A
Total - 8100 - Federal Revenue	\$767,619.99	\$393,850.00	194.90%
8290 - Every Student Succeeds Act			
8291 - Title I	\$33,508.00	\$363,281.00	9.22%
8292 - Title II	\$173,427.00	\$77,009.00	225.20%
8293 - Title III	\$0.00	\$7,665.00	0.00%
8294 - Title IV	\$6,769.00	\$27,850.00	24.31%
8290 - ESSER (CARES)	\$0.00	\$0.00	N/A
8290 - GEER (CARES)	\$0.00	\$0.00	N/A
Total - 8290 - Every Student Succeeds Act	\$213,704.00	\$475,805.00	44.91%
8295 - CR (CARES)	\$1,413,396.00	\$1,375,560.00	102.75%
8296 - Other Federal Revenue			
8296 - Other Federal Revenue	\$76,935.00	\$688,134.00	11.18%
8299 - All Other Federal Revenue	\$69,011.73	\$76,674.00	90.01%
Total - 8296 - Other Federal Revenue	\$145,946.73	\$764,808.00	19.08%
Total - 8100 - Federal Revenue	\$2,540,666.72	\$3,010,023.00	84.41%
8300 - Other State Revenues			
8380 - Special Ed			
8381 - Special Education - Entitlement (State)	\$1,751,336.48	\$0.00	N/A
Total - 8380 - Special Ed	\$1,751,336.48	\$0.00	N/A
8520 - Child Nutrition - State	\$18,910.11	\$25,812.00	73.26%
8550 - Mandated Cost Reimbursement	\$158,323.00	\$158,323.00	100.00%
8560 - State Lottery	\$199,164.85	\$672,190.00	29.63%
8590 - All Other State Revenue	\$673,439.26	\$723,434.00	93.09%
Total - 8300 - Other State Revenues	\$2,801,173.70	\$1,579,759.00	177.32%
8600 - Other Local Revenue			
8631 - Sales			
8631 - Sales	\$0.00	\$0.00	N/A
8634 - Food Service Sales	(\$307.50)	\$0.00	N/A
Total - 8631 - Sales	(\$307.50)	\$0.00	N/A
8660 - Interest	\$338,314.24	\$500,000.00	67.66%
8662 - Net Increase (Decrease) in the Fair Value of Investments	\$2,820,524.98	\$0.00	N/A
8677 - Transfers of Apportionments from Districts	\$0.00	\$2,129,728.00	0.00%
8690 - Other Local Revenue			
8690 - Other Local Revenue	\$96,164.25	\$200,005.00	48.08%
8699 - All Other Local Revenue	\$0.00	\$39,000.00	0.00%
Total - 8690 - Other Local Revenue	\$96,164.25	\$239,005.00	40.24%
Total - 8600 - Other Local Revenue	\$3,254,695.97	\$2,868,733.00	113.45%
Total - 8000 - Revenue	\$30,524,857.36	\$42,043,494.00	72.60%
8804 - ASB Revenues	(\$41.00)	\$0.00	N/A

**El Camino Real Charter High School
Parent Company
Income Statement
Jul 2020 through Feb 2021**

Financial Row	20-21 (YTD)	2nd Interim	% Variance
8930 - Other Sources	\$0.00	\$0.00	N/A
Total - Income	\$30,524,816.36	\$42,043,494.00	72.60%
Gross Profit	\$30,524,816.36	\$42,043,494.00	72.60%
Expense			
1000 - Certificated Salaries			
1100 - Teachers Salaries	\$8,055,928.15	\$12,745,236.00	63.21%
1101 - Teacher - Stipends	\$0.00	\$0.00	N/A
1190 - Teacher - Custom 5	\$279.00	\$0.00	N/A
1200 - Certificated Pupil Support Salaries	\$1,183,929.45	\$1,632,765.00	72.51%
1300 - Certificated Supervisor & Administrator Salaries	\$627,570.08	\$978,724.00	64.12%
1900 - Other Certificated Salaries	\$0.00	\$0.00	N/A
Total - 1000 - Certificated Salaries	\$9,867,706.68	\$15,356,725.00	64.26%
2000 - Classified Salaries			N/A
2100 - Classified Instructional Aide Salaries	\$634,436.61	\$844,077.00	75.16%
2200 - Classified Support Salaries	\$901,852.08	\$1,128,989.00	79.88%
2300 - Classified Supervisor & Administrator Salaries	\$460,504.82	\$699,326.00	65.85%
2400 - Classified Clerical & Office Salaries	\$556,551.37	\$823,164.00	67.61%
2900 - Classified Other Salaries	\$45,636.27	\$88,778.00	51.40%
Total - 2000 - Classified Salaries	\$2,598,981.15	\$3,584,334.00	72.51%
3000 - Employee Benefits			N/A
3100 - STRS			N/A
3101 - State Teachers Retirement System, certificated positions	\$1,421,800.96	\$2,177,866.00	65.28%
3102 - State Teachers Retirement System, classified positions	\$44,465.44	\$57,749.00	77.00%
Total - 3100 - STRS	\$1,466,266.40	\$2,235,615.00	65.59%
3200 - PERS			N/A
3201 - Public Employees Retirement System, certificated positions	\$25,809.17	\$33,885.00	76.17%
3202 - Public Employees Retirement System, classified positions	\$438,155.90	\$613,354.00	71.44%
Total - 3200 - PERS	\$463,965.07	\$647,239.00	71.68%
3300 - OASDI-Medicare-Alternative			N/A
3301 - OASDI/Alternative, certificated positions	\$130,906.01	\$200,625.00	65.25%
3302 - OASDI/Alternative, classified positions	\$172,581.57	\$276,209.00	62.48%
Total - 3300 - OASDI-Medicare-Alternative	\$303,487.58	\$476,834.00	63.65%
3400 - Health & Welfare Benefits			N/A
3400 - Health & Welfare Benefits	\$0.00	\$0.00	N/A
3401 - Health & Welfare Benefits - Certificated Positions	\$1,831,680.03	\$2,729,520.00	67.11%
3402 - Health and Welfare Benefits - Classified Positions	\$671,864.79	\$1,007,797.00	66.67%
Total - 3400 - Health & Welfare Benefits	\$2,503,544.82	\$3,737,317.00	66.99%
3500 - Unemployment Insurance			N/A
3501 - State Unemploy. Insurance - Certificated Positions	\$7,085.38	\$12,652.00	56.00%
3502 - State Unemploy. Insurance - Classified Positions	\$1,883.46	\$3,035.00	62.06%
Total - 3500 - Unemployment Insurance	\$8,968.84	\$15,687.00	57.17%
3600 - Workers Comp Insurance			N/A
3601 - Worker's Comp Insurance - Certificated Positions	\$81,623.34	\$181,447.00	44.98%
3602 - Worker's Comp Insurance - Classified Positions	\$28,491.55	\$42,942.00	66.35%
Total - 3600 - Workers Comp Insurance	\$110,114.89	\$224,389.00	49.07%
3700 - Retiree Benefits			N/A
3701 - OPEB, Allocated, Certificated Positions	\$1,711,853.88	\$2,598,387.00	65.88%
3702 - OPEB, Allocated, Classified Positions	\$446,930.12	\$663,315.00	67.38%
Total - 3700 - Retiree Benefits	\$2,158,784.00	\$3,261,702.00	66.19%
3900 - Other Employee Benefits			N/A
3901 - Other Benefits - Certificated Positions	\$11,570.00	\$17,355.00	66.67%
3902 - Other Benefits - Classified Positions	\$5,560.37	\$7,422.00	74.92%

**El Camino Real Charter High School
Parent Company
Income Statement
Jul 2020 through Feb 2021**

Financial Row	20-21 (YTD)	2nd Interim	% Variance
Total - 3900 - Other Employee Benefits	\$17,130.37	\$24,777.00	69.14%
Total - 3000 - Employee Benefits	\$7,032,261.97	\$10,623,560.00	66.19%
4000 - Books & Supplies			N/A
4100 - Approved Textbooks & Core Curricula Materials	\$119,016.04	\$138,928.00	85.67%
4200 - Books & Other Reference Materials	\$39,528.46	\$79,057.00	50.00%
4300 - Materials & Supplies			N/A
4300 - Materials & Supplies	\$38,258.33	\$55,141.00	69.38%
4325 - Instructional Materials & Supplies	\$102,743.97	\$275,142.00	37.34%
4330 - Office Supplies	\$36,820.82	\$55,469.00	66.38%
4345 - Non Instructional Student Materials & Supplies	\$125,353.01	\$306,737.00	40.87%
Total - 4300 - Materials & Supplies	\$303,176.13	\$692,489.00	43.78%
4400 - Noncapitalized Equipment	\$686,269.49	\$901,574.00	76.12%
4700 - Food			N/A
4710 - Student Food Services	\$90,926.05	\$160,725.00	56.57%
Total - 4700 - Food	\$90,926.05	\$160,725.00	56.57%
Total - 4000 - Books & Supplies	\$1,238,916.17	\$1,972,773.00	62.80%
5000 - Services & Other Operating Expenses			N/A
5000 - Services & Other Operating Expenses	\$18,855.09	\$32,325.00	58.33%
5100 - Subagreements for Services	\$223,023.39	\$382,350.00	58.33%
5200 - Travel & Conferences	\$8,336.87	\$26,650.00	31.28%
5210 - Conferences and Professional Development	\$886.00	\$0.00	N/A
5300 - Dues & Memberships	\$129,541.07	\$218,500.00	59.29%
5400 - Insurance	\$225,787.23	\$247,873.00	91.09%
5500 - Operations & Housekeeping			N/A
5500 - Operations & Housekeeping	\$290,537.38	\$1,010,578.00	28.75%
5520 - Security	\$0.00	\$0.00	N/A
Total - 5500 - Operations & Housekeeping	\$290,537.38	\$1,010,578.00	28.75%
5600 - Rentals, Leases, & Repairs			N/A
5605 - Equipment Leases	\$65,274.85	\$190,216.00	34.32%
5610 - Rent	\$926.81	\$5,500.00	16.85%
5616 - Repairs and Maintenance - Computers	\$7,990.82	\$13,699.00	58.33%
5631 - Other Rentals, Leases and Repairs 1	\$3,075.38	\$4,000.00	76.88%
Total - 5600 - Rentals, Leases, & Repairs	\$77,267.86	\$213,415.00	36.21%
5800 - Other Services & Operating Expenses			N/A
5800 - Other Services & Operating Expenses	\$30,910.38	\$41,675.00	74.17%
5808 - Investment Fees	\$188,744.17	\$320,000.00	58.98%
5809 - Banking Fees	(\$15,953.75)	\$4,000.00	-398.84%
5812 - Business Services	\$0.00	\$0.00	N/A
5815 - Consultants - Instructional	\$629,909.58	\$1,129,954.00	55.75%
5820 - Consultants - Non Instructional - Custom 1	\$416,240.71	\$565,255.00	73.64%
5824 - District Oversight Fees	\$246,913.30	\$345,850.00	71.39%
5830 - Field Trips Expenses	\$384.06	\$5,000.00	7.68%
5833 - Fines and Penalties	\$70.06	\$500.00	14.01%
5840 - Onboarding Fees	\$960.00	\$56,000.00	1.71%
5845 - Legal Fees	\$121,103.55	\$266,771.00	45.40%
5848 - Licenses and Other Fees	\$3,638.94	\$15,000.00	24.26%
5851 - Marketing and Student Recruiting	\$23,970.00	\$41,090.00	58.34%
5857 - Payroll Fees	\$48,777.11	\$74,214.00	65.72%
5872 - Special Education Encroachment	\$510,699.08	\$649,907.00	78.58%
5884 - Substitutes	\$94,763.78	\$152,292.00	62.23%
5899 - Miscellaneous Operating Expenses	\$0.00	\$0.00	N/A
Total - 5800 - Other Services & Operating Expenses	\$2,301,130.97	\$3,667,508.00	62.74%

**El Camino Real Charter High School
Parent Company
Income Statement
Jul 2020 through Feb 2021**

Financial Row	20-21 (YTD)	2nd Interim	% Variance
5900 - Communications	\$99,961.81	\$176,650.00	56.59%
Total - 5000 - Services & Other Operating Expenses	\$3,375,327.67	\$5,975,849.00	56.48%
6000 - Capital Outlay			N/A
6900 - Depreciation	\$351,484.82	\$530,216.00	66.29%
Total - 6000 - Capital Outlay	\$351,484.82	\$530,216.00	66.29%
7000 - Other			N/A
7438 - Interest Expense	\$0.00	\$33,866.00	0.00%
Total - 7000 - Other	\$0.00	\$33,866.00	0.00%
Total - Expense	\$24,464,678.46	\$38,077,323.00	64.25%
Net Ordinary Income	\$6,060,137.90	\$3,966,171.00	152.80%
Net Income	\$6,060,137.90	\$3,966,171.00	152.80%

**El Camino Real Charter High School
Parent Company
Cash Flow Statement
Jul 2020 through Feb 2021**

Financial Row	2021	2020
Operating Activities		
Net Income	\$6,060,137.90	(\$1,856,856.99)
Adjustments to Net Income		
Accounts Receivable	\$1,929,874.50	\$1,193,238.58
Other Current Asset	(\$1,268,606.47)	(\$1,536,785.37)
Accounts Payable	(\$40,172.12)	\$516,095.25
Sales Tax Payable	\$5,439.45	\$0.00
Other Current Liabilities	(\$1,282,432.41)	(\$583,389.22)
Total Adjustments to Net Income	(\$655,897.05)	(\$410,840.76)
Total Operating Activities	\$5,404,240.85	(\$2,267,697.75)
Investing Activities		
Fixed Asset	\$248,180.25	\$380,829.04
Total Investing Activities	\$248,180.25	\$380,829.04
Financing Activities		
Long Term Liabilities	\$5,974,484.00	\$1,847,607.19
Other Equity	\$0.00	\$520,810.42
Total Financing Activities	\$5,974,484.00	\$2,368,417.61
Net Change in Cash for Period	\$11,626,905.10	\$481,548.90
Cash at Beginning of Period	\$7,267,010.15	\$5,324,533.91
Cash at End of Period	\$18,893,915.25	\$5,806,082.81

Cover Sheet

Discuss and Vote on 2nd Interim Financial Report

Section:	III. Financial
Item:	C. Discuss and Vote on 2nd Interim Financial Report
Purpose:	Vote
Submitted by:	
Related Material:	Second Interim Balance Sheet 2020-2021.pdf Second Interim Fund 62 - 2020-2021 (ECR) .pdf 2nd Interim SpED Revenue & Expenses.pdf

**2020-2021 SECOND INTERIM REPORT
SPECIAL ED - COP OPTION 2 AND 3 SCHOOLS**

CHARTER NAME: EL CAMINO REAL CHS

9010	9010
SPED-Federal IDEA (Must be spent or returned)	SPED-State AB602 & Grants

A. REVENUES

1) Special Ed: IDEA Basic Local Assistance - Current/Prior Year	8100-8299	\$ 688,134	\$ -
2) Special Education AB602 - Current/Prior Year	8300-8599		\$ 2,129,728
3) All Special Ed Apportionments-Current Year	8300-8599		
4) OTHER LOCAL REVENUE	8600-8699		
TOTAL REVENUES		\$ 688,134	\$ 2,129,728

B. EXPENSES

1) Certificated Salaries	1000-1999	\$ 170,667	\$ 1,743,738
2) Classified Salaries	2000-2999	\$ 65,916	\$ 462,305
3) Employee Benefits	3000-3999	\$ 261,716	\$ 1,136,558
4) Books & Supplies	4000-4999	\$ 2,889	\$ 12,546
5) Services and Other Operating Expenses	5000-5999	\$ 186,946	\$ 1,480,713
6) Depreciation	6000-6999		
7) Other Outgo (excluding Transfers of indirect Costs)	7400-7499		
8) Other Outgo - Transfers of Indirect Costs	7300-7399		
TOTAL EXPENSES		\$ 688,134	\$ 4,835,860

C. EXCESS/(encroachment) OF REVENUES OVER EXPENSES

0	(2,706,132)
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Prepared by: John J. Arndt, CPA

COST CTR		EL CAMINO REAL HIGH SCHOOL		
		FY21 2ND INTERIM - BALANCE SHEET		
		FI CHARTER SCHOOL - FUND 62		
		DUE DATE - MARCH 1, 2021 (MONDAY)		
		BALANCE SHEET - FULL ACCRUAL		FY21 2ND INTERIM PROJECTION
		A) ASSETS	Object Codes	
	1)	Cash		
		a) In County Treasury (don't put your \$ here if they are not in LACOE)	9110	
		1) Fair Value Adjustment to Cash in County Treasury	9111	
		b) In Banks	9120	9,016,486.96
		c) In Revolving Fund	9130	
		d) with Fiscal Agent	9135	
		e) collection awaiting deposit	9140	
	2)	Investments	9150	21,816,424.00
	3)	Accounts Receivable	9200	113,000.00
	4)	Due from Grantor Government	9290	9,185,062.00
	5)	Due from Other Funds	9310	
	6)	Stores	9320	
	7)	Prepaid Expenditures	9330	
	8)	Other Current Assets	9340	
	9)	Fixed Assets:		
		a) Land	9410	2,019,964.00
		b) Land Improvements	9420	203,845.00
		c) Less - Accumulated Depreciation-Land Improvements	9425	(163,098.00)
		d) Buildings	9430	5,177,861.00
		e) Less - Accumulated Depreciation-Buildings	9435	(721,349.00)
		f) Equipment	9440	1,759,551.00
		g) Less - Accumulated Depreciation-Equipment	9445	(1,339,468.00)
		h) Work in Progress	9450	
	10)	TOTAL ASSETS		47,068,278.96
		B. DEFERRED OUTFLOWS OF RESOURCES		
	1)	Deferred Outflows Of Resources	9490	
	2)	TOTAL DEFERRED OUTFLOWS		-
		C. LIABILITIES		
	1)	Accounts Payable	9500	823,419.00
	2)	Due to Grantor Governments	9590	
	3)	Due to Other Funds	9610	
	4)	Current Loans	9640	
	5)	Unearned Revenue	9650	332,956.00
	6)	Long-Term Liabilities:		
		a) Net Pension Liability	9663	
		b) NET OPEB Obligation	9664	32,037,227.00
		c) Compensated Absences	9665	193,596.00
		d) COPs Payable	9666	
		e) Capital Leases Payable	9667	
		f) Lease Revenue Bonds Payable	9668	
		g) Other General Long-Term Liabilities	9669	3,815,700.00
	7)	TOTAL LIABILITIES		37,202,898.00
		D. DEFERRED INFLOWS OF RESOURCES		
	1)	Deferred Inflows of Resources	9690	
	2)	TOTAL DEFERRED INFLOWS		-
		E. NET POSITION, June 30 (should match FY21 2nd Interim Ending Net Position (F2))		9,865,380.96

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	30,665,585.00	34,623,203.00	18,920,988.97	34,584,979.00	(38,224.00)	-0.1%
2) Federal Revenue		8100-8299	1,745,703.00	3,371,523.00	2,253,415.33	3,010,028.00	(361,495.00)	-10.7%
3) Other State Revenue		8300-8599	983,642.00	1,560,958.00	986,192.58	1,579,759.00	18,801.00	1.2%
4) Other Local Revenue		8600-8799	2,996,388.00	2,799,521.00	4,237,227.75	2,868,728.00	69,207.00	2.5%
5) TOTAL, REVENUES			36,391,318.00	42,355,205.00	26,397,824.63	42,043,494.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	13,592,512.00	15,401,651.00	8,599,833.05	15,356,725.00	44,926.00	0.3%
2) Classified Salaries		2000-2999	3,871,099.00	4,000,585.00	2,255,274.50	3,584,334.00	416,251.00	10.4%
3) Employee Benefits		3000-3999	9,629,263.00	11,220,304.00	6,121,349.16	10,623,560.00	596,744.00	5.3%
4) Books and Supplies		4000-4999	2,674,498.00	2,465,359.00	1,198,905.71	1,972,773.00	492,586.00	20.0%
5) Services and Other Operating Expenses		5000-5999	5,778,605.00	6,704,996.00	3,029,619.90	5,975,849.00	729,147.00	10.9%
6) Depreciation		6000-6999	566,445.00	640,020.00	309,292.55	530,216.00	109,804.00	17.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	31,280.00	0.00	33,866.00	(2,586.00)	-8.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			36,112,422.00	40,464,195.00	21,514,274.87	38,077,323.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			278,896.00	1,891,010.00	4,883,549.76	3,966,171.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	10,000.00	0.00	10,000.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	10,000.00	0.00	10,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			278,896.00	1,901,010.00	4,883,549.76	3,976,171.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	8,378,406.46	5,889,209.96		5,889,209.96	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,378,406.46	5,889,209.96		5,889,209.96		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			8,378,406.46	5,889,209.96		5,889,209.96		
2) Ending Net Position, June 30 (E + F1e)			8,657,302.46	7,790,219.96		9,865,380.96		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	0.00	0.00		0.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	8,657,302.46	7,790,219.96		9,865,380.96		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	17,399,489.00	17,130,078.00	9,381,350.00	17,098,522.00	(31,556.00)	-0.2%
Education Protection Account State Aid - Current Year		8012	4,800,030.00	7,620,035.00	3,810,018.00	7,874,712.00	254,677.00	3.3%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	8,466,066.00	9,873,090.00	5,729,620.97	9,611,745.00	(261,345.00)	-2.6%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			30,665,585.00	34,623,203.00	18,920,988.97	34,584,979.00	(38,224.00)	-0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	263,172.00	236,113.00	212,025.99	393,850.00	157,737.00	66.8%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	658,690.00	700,207.00	406,121.00	688,134.00	(12,073.00)	-1.7%
Title I, Part A, Basic	3010	8290	289,213.00	365,355.00	206,935.00	363,281.00	(2,074.00)	-0.6%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	64,992.00	74,517.00	0.00	77,009.00	2,492.00	3.3%
Title III, Part A, Immigrant Student Program	4201	8290	9,749.00	0.00	0.00	0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	6,987.00	7,665.00	0.00	7,665.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3150, 3155, 3180, 3181, 3182, 3185, 4037, 4124, 4126, 4127, 4128, 5510, 5630	8290	8,500.00	27,386.00	6,769.00	27,850.00	464.00	1.7%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	444,400.00	1,960,280.00	1,421,564.34	1,452,239.00	(508,041.00)	-25.9%
TOTAL, FEDERAL REVENUE			1,745,703.00	3,371,523.00	2,253,415.33	3,010,028.00	(361,495.00)	-10.7%
OTHER STATE REVENUE								
Other State Apportionments								
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	19,968.00	17,624.00	14,613.51	25,812.00	8,188.00	46.5%
Mandated Costs Reimbursements		8550	135,031.00	158,222.00	158,323.00	158,323.00	101.00	0.1%
Lottery - Unrestricted and Instructional Materials		8560	415,946.00	661,669.00	199,164.85	672,190.00	10,521.00	1.6%
After School Education and Safety (ASES)	6010	8590	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	412,697.00	723,443.00	614,091.22	723,434.00	(9.00)	0.0%
TOTAL, OTHER STATE REVENUE			983,642.00	1,560,958.00	986,192.58	1,579,759.00	18,801.00	1.2%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	150,000.00	71,644.00	0.00	0.00	(71,644.00)	-100.0%
All Other Sales		8639	250,000.00	125,571.00	0.00	0.00	(125,571.00)	-100.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	65,000.00	185,000.00	309,388.34	500,000.00	315,000.00	170.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	2,386,445.24	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	1,931,388.00	2,217,091.00	1,440,943.48	2,129,728.00	(87,363.00)	-3.9%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	600,000.00	200,215.00	100,450.69	239,000.00	38,785.00	19.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,996,388.00	2,799,521.00	4,237,227.75	2,868,728.00	69,207.00	2.5%
TOTAL, REVENUES			36,391,318.00	42,355,205.00	26,397,824.63	42,043,494.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	12,414,848.00	12,840,241.00	7,010,964.55	12,745,236.00	95,005.00	0.7%
Certificated Pupil Support Salaries		1200	206,070.00	1,579,386.00	1,038,609.23	1,632,765.00	(53,379.00)	-3.4%
Certificated Supervisors' and Administrators' Salaries		1300	920,630.00	931,060.00	550,259.27	978,724.00	(47,664.00)	-5.1%
Other Certificated Salaries		1900	50,964.00	50,964.00	0.00	0.00	50,964.00	100.0%
TOTAL, CERTIFICATED SALARIES			13,592,512.00	15,401,651.00	8,599,833.05	15,356,725.00	44,926.00	0.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	277,057.00	962,499.00	538,718.08	844,077.00	118,422.00	12.3%
Classified Support Salaries		2200	2,150,494.00	1,396,932.00	790,442.98	1,128,989.00	267,943.00	19.2%
Classified Supervisors' and Administrators' Salaries		2300	543,627.00	692,498.00	402,342.65	699,326.00	(6,828.00)	-1.0%
Clerical, Technical and Office Salaries		2400	629,178.00	877,406.00	483,865.42	823,164.00	54,242.00	6.2%
Other Classified Salaries		2900	270,743.00	71,250.00	39,905.37	88,778.00	(17,528.00)	-24.6%
TOTAL, CLASSIFIED SALARIES			3,871,099.00	4,000,585.00	2,255,274.50	3,584,334.00	416,251.00	10.4%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,370,030.00	2,523,343.00	1,258,113.64	2,235,615.00	287,728.00	11.4%
PERS		3201-3202	611,986.00	734,002.00	403,204.85	647,239.00	86,763.00	11.8%
OASDI/Medicare/Alternative		3301-3302	455,981.00	466,509.00	262,178.12	476,834.00	(10,325.00)	-2.2%
Health and Welfare Benefits		3401-3402	2,772,000.00	3,969,591.00	2,186,786.19	3,737,317.00	232,274.00	5.9%
Unemployment Insurance		3501-3502	8,726.00	10,240.00	8,968.84	15,687.00	(5,447.00)	-53.2%
Workers' Compensation		3601-3602	370,432.00	237,706.00	96,644.04	224,389.00	13,317.00	5.6%
OPEB, Allocated		3701-3702	3,026,437.00	3,261,702.00	1,888,936.00	3,261,702.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	13,671.00	17,211.00	16,517.48	24,777.00	(7,566.00)	-44.0%
TOTAL, EMPLOYEE BENEFITS			9,629,263.00	11,220,304.00	6,121,349.16	10,623,560.00	596,744.00	5.3%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	128,917.00	146,428.00	115,345.04	138,928.00	7,500.00	5.1%
Books and Other Reference Materials		4200	44,966.00	84,566.00	39,528.46	79,057.00	5,509.00	6.5%
Materials and Supplies		4300	924,319.00	950,719.00	287,093.36	692,489.00	258,230.00	27.2%
Noncapitalized Equipment		4400	945,241.00	1,083,646.00	666,012.80	901,574.00	182,072.00	16.8%
Food		4700	631,055.00	200,000.00	90,926.05	160,725.00	39,275.00	19.6%
TOTAL, BOOKS AND SUPPLIES			2,674,498.00	2,465,359.00	1,198,905.71	1,972,773.00	492,586.00	20.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	306,656.00	346,232.00	223,023.39	382,350.00	(36,118.00)	-10.4%
Travel and Conferences		5200	64,992.00	28,300.00	7,045.67	26,650.00	1,650.00	5.8%
Dues and Memberships		5300	385,848.00	553,315.00	127,260.40	218,500.00	334,815.00	60.5%
Insurance		5400-5450	228,886.00	258,886.00	206,385.83	247,873.00	11,013.00	4.3%
Operations and Housekeeping Services		5500	1,008,351.00	1,000,187.00	278,149.58	1,010,578.00	(10,391.00)	-1.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	115,629.00	521,129.00	73,139.16	213,415.00	307,714.00	59.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,526,250.00	3,820,297.00	2,020,031.63	3,699,833.00	120,464.00	3.2%
Communications		5900	141,993.00	176,650.00	94,584.24	176,650.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			5,778,605.00	6,704,996.00	3,029,619.90	5,975,849.00	729,147.00	10.9%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
DEPRECIATION								
Depreciation Expense		6900	566,445.00	640,020.00	309,292.55	530,216.00	109,804.00	17.2%
TOTAL, DEPRECIATION			566,445.00	640,020.00	309,292.55	530,216.00	109,804.00	17.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	31,280.00	0.00	33,866.00	(2,586.00)	-8.3%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	31,280.00	0.00	33,866.00	(2,586.00)	-8.3%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			36,112,422.00	40,464,195.00	21,514,274.87	38,077,323.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	10,000.00	0.00	10,000.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	10,000.00	0.00	10,000.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	10,000.00	0.00	10,000.00		

El Camino Real Charter High
Los Angeles Unified
Los Angeles County

Second Interim
Charter Schools Enterprise Fund
Exhibit: Restricted Net Position Detail

19 64733 1932623
Form 62I

Resource	Description	2020/21 Projected Year Totals
	Total, Restricted Net Position	<u>0.00</u>

Cover Sheet

Discuss and Vote on Independent Auditor's Report for 2019-2020.

Section:	III. Financial
Item:	D. Discuss and Vote on Independent Auditor's Report for 2019-2020.
Purpose:	Vote
Submitted by:	
Related Material:	EL Camino SAS Letter 3.22.2021.pdf El Camini Alliance Audit Report 2019-20 FINAL 3.22.2021.pdf



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

March 19, 2021

To the Board of Directors of
El Camino Real Charter High School
Woodland Hills, California

We have audited the financial statements of El Camino Real Charter High School for the year ended June 30, 2020, and we will issue our report thereon dated March 19, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 3, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by El Camino Real Charter High School are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the 2019-20 fiscal year. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the depreciation expense and its impact on accumulated depreciation is based on estimated useful lives of the fixed assets previously purchased. Additionally, management's estimate on the postretirement benefit obligation is based on an actuarial study. We evaluated the key factors and assumptions related to capital assets as well as reviewed the independently prepared annual actuarial report used to develop the estimate in determining that it is reasonable in relation to the consolidated financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure on postemployment benefits liability in Notes 6 and 10 to the financial statements. The postemployment benefit obligation net of plan assets amounts to a significant amount; roughly \$16.4 million. This liability is determined by an annual actuarial study and has increased by almost \$3.7 million due to a number of factors such as number of eligible participants and other methods and assumptions.

The disclosure on subsequent events in Note 14 to the financial statements. Uncertainty regarding the impact of the ongoing coronavirus pandemic on school operations.

The financial statement disclosures are neutral, consistent, and clear.

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Significant Audit Matters (continued)

Difficulties Encountered in Performing the Audit

In order to overcome site visit limitations caused by the coronavirus pandemic, our firm applied remote auditing techniques. Although there may have been understandable delays in obtaining certain audit requests, we encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of audit procedures were corrected by management:

Recording of State on-behalf contributions of \$1,852,355 to the CalSTRS retirement plan. Because the entry is a non-cash transaction with no impact on ending net assets, the Organization does not typically record this entry and relies on the audit adjustment.

Recording of federal revenue and a receivable for \$593,260 attributed to the new Coronavirus Relief Fund: Learning Loss Mitigation funding that allowed for expensing of allowable costs from March to June 2020.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 19, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Other Matters (continued)

This information is intended solely for the use of the Board of Directors and management of El Camino Real Charter High School and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

A handwritten signature in blue ink that reads "Christy White, Inc." in a cursive script.

Christy White, Inc.
San Diego, California

EL CAMINO REAL ALLIANCE

AUDIT REPORT

**FOR THE YEAR ENDED
JUNE 30, 2020**

**A NONPROFIT PUBLIC BENEFIT CORPORATION
OPERATING THE FOLLOWING CALIFORNIA CHARTER SCHOOL**

El Camino Real Charter High School (Charter No. 1314)



**EL CAMINO REAL ALLIANCE
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JUNE 30, 2020**

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FINANCIAL SECTION



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

Report on the Financial Statements

We have audited the accompanying financial statements of El Camino Real Alliance dba El Camino Real Charter High School (the "Charter") which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of El Camino Real Alliance as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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San Diego, CA
92103

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Reporting on Summarized Comparative Information

The financial statements of El Camino Real Alliance for the fiscal year ended June 30, 2019, were audited by other auditors whose report dated December 13, 2019, expressed an unmodified opinion on those audited financial statements. In our opinion, the comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information listed in the table of contents, including the schedule of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2021, on our consideration of the Charter's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter's internal control over financial reporting and compliance.

Christy White, Inc.

San Diego, California
March 19, 2021

EL CAMINO REAL ALLIANCE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2020
(WITH COMPARATIVE TOTALS AS OF JUNE 30, 2019)

	<u>2020</u>	<u>2019</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 7,035,316	\$ 5,071,239
Investments	6,246,791	6,784,047
Accounts receivable	4,342,430	3,613,467
Prepaid expenses	842,971	902,845
Total current assets	<u>18,467,508</u>	<u>16,371,598</u>
Capital assets		
Property and equipment	9,061,117	9,061,117
Less accumulated depreciation	<u>(2,396,605)</u>	<u>(1,886,855)</u>
Capital assets, net	6,664,512	7,174,262
Total Assets	<u>\$ 25,132,020</u>	<u>\$ 23,545,860</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 2,531,144	\$ 2,721,530
Deferred revenue	185,500	404,954
Postemployment benefits liability, net	<u>16,387,765</u>	<u>12,696,714</u>
Total liabilities	<u>19,104,409</u>	<u>15,823,198</u>
Net assets		
Without donor restrictions	<u>6,027,611</u>	<u>7,722,662</u>
Total net assets	<u>6,027,611</u>	<u>7,722,662</u>
Total Liabilities and Net Assets	<u>\$ 25,132,020</u>	<u>\$ 23,545,860</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2019)**

	<u>2020</u>	<u>2019</u>
SUPPORT AND REVENUES		
Federal and state support and revenues		
Local control funding formula, state aid	\$ 24,677,535	\$ 23,989,001
Federal revenues	2,093,742	1,550,278
Other state revenues	5,562,474	4,481,622
Total federal and state support and revenues	<u>32,333,751</u>	<u>30,020,901</u>
Local support and revenues		
Payments in lieu of property taxes	9,873,090	8,355,847
Student body activities	1,989,279	1,992,589
Food service sales	234,586	251,649
Investment income, net	2,887	182,808
Other local revenues	280,234	216,846
Total local support and revenues	<u>12,380,076</u>	<u>10,999,739</u>
Total Support and Revenues	<u>44,713,827</u>	<u>41,020,640</u>
 EXPENSES		
Program services	37,232,330	41,643,133
Management and general	9,176,548	3,621,795
Total Expenses	<u>46,408,878</u>	<u>45,264,928</u>
 CHANGE IN NET ASSETS	 (1,695,051)	 (4,244,288)
 Net Assets - Beginning	 <u>7,722,662</u>	 <u>11,966,950</u>
 Net Assets - Ending	 <u>\$ 6,027,611</u>	 <u>\$ 7,722,662</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2019)**

	2020			2019
	Program Services	Management and General	Total	Total
EXPENSES				
Personnel expenses				
Certificated salaries	\$ 14,304,722	\$ 1,130,397	\$ 15,435,119	\$ 15,253,617
Non-certificated salaries	2,607,635	1,762,773	4,370,408	3,974,388
Pension plan contributions	4,576,565	476,028	5,052,593	3,032,026
Postretirement benefits	6,252,118	100,055	6,352,173	6,458,127
Payroll taxes	597,196	188,765	785,961	806,135
Other employee benefits	3,212,584	553,940	3,766,524	3,473,118
Total personnel expenses	<u>31,550,820</u>	<u>4,211,958</u>	<u>35,762,778</u>	<u>32,997,411</u>
Non-personnel expenses				
Books and supplies	1,867,857	817,909	2,685,766	3,412,992
Insurance	-	219,161	219,161	170,235
Facilities	1,320,445	440,148	1,760,593	2,778,915
Professional services	1,497,499	2,311,101	3,808,600	3,830,964
Depreciation	382,313	127,437	509,750	538,676
Payments to authorizing agency	600,706	335,097	935,803	862,694
Other operating expenses	12,690	713,737	726,427	673,041
Total non-personnel expenses	<u>5,681,510</u>	<u>4,964,590</u>	<u>10,646,100</u>	<u>12,267,517</u>
Total Expenses - 2020	<u>\$ 37,232,330</u>	<u>\$ 9,176,548</u>	<u>\$ 46,408,878</u>	
Total Expenses - 2019		<u>\$ 3,621,795</u>		<u>\$ 45,264,928</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2020
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2019)**

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (1,695,051)	\$ (4,244,288)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation	509,750	538,676
Postretirement actuarial (gain)/loss	(3,690,060)	(5,183,760)
Unrealized (gain)/loss on investments	160,132	(145,634)
(Increase) decrease in operating assets		
Accounts receivable	(728,963)	(2,322,464)
Prepaid expenses	59,874	(832,416)
Increase (decrease) in operating liabilities		
Accounts payable	(190,386)	664,793
Deferred revenue	(219,454)	(305,506)
Postemployment benefits liability	7,381,111	8,884,824
Net cash provided by (used in) operating activities	<u>1,586,953</u>	<u>(2,945,775)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Sale of investments	377,124	403,498
Purchase of property and equipment	-	(837,713)
Net cash provided by (used in) investing activities	<u>377,124</u>	<u>(434,215)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,964,077	(3,379,990)
Cash and cash equivalents - Beginning	<u>5,071,239</u>	<u>8,451,229</u>
Cash and cash equivalents - Ending	<u>\$ 7,035,316</u>	<u>\$ 5,071,239</u>
SUPPLEMENTAL DISCLOSURE		
Cash paid for interest	<u>\$ -</u>	<u>\$ -</u>

The notes to the financial statements are an integral part of this statement.

**EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

El Camino Real Alliance (the “Charter”) was formed as a nonprofit public benefit corporation on November 2, 2010 for the purpose of operating as El Camino Real Charter High School, a California public school, located in Los Angeles County. El Camino Real Charter High School was numbered by the State Board of Education in May 2011 as California Charter No. 1314. The Charter’s mission is to prepare its diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students’ unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences. El Camino Real Charter High School first began school operations in July 2011 and currently serves grades 9 to 12.

El Camino Real Charter High School is authorized to operate as a charter school through the Los Angeles Unified School District (“LAUSD” or the “authorizing agency”). In September 2015, the Board of Directors of LAUSD approved a charter petition for a five-year term beginning July 1, 2016 and expiring on June 30, 2021. Funding sources primarily consist of state apportionments, in lieu of property tax revenues, and grants and donations from the public.

B. Basis of Accounting

The Charter’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

C. Financial Statement Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) “Audit and Accounting Guide for Not-for-Profit Organizations” (the “Guide”). ASC 958-205 was effective July 1, 2018.

Under the Guide, El Camino Real Alliance is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions – These assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires (that is until the stipulated time restriction ends or the purpose of the restriction is accomplished) the net assets are restricted. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

As a public charter school, El Camino Real Alliance also accounts for its financial transactions in accordance with the policies and procedures of the Department of Education’s *California School Accounting Manual* presented in Procedure 810 Charter Schools. Fund accounting is not used in the Charter’s financial statement presentation.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Comparative Totals

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Charter’s audited financial statements for the year ended June 30, 2019, from which the information was derived.

E. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

F. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenses have been allocated between program and supporting services based on management’s estimates.

G. Contributions

Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the statement of activities as “net assets released from restrictions.” Donor-restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restriction support. Contributions restricted for the acquisition of land, buildings, and equipment are reported as net assets without restriction upon acquisition of the assets and the assets are placed in service.

Non-cash contributions of goods, materials, and facilities are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone possessing those skills, and would have to be purchased by the organization if not donated.

H. In Lieu of Property Taxes Revenue

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31. The County bills and collects the taxes for the authorizing agency. In lieu of distributing funds out of property tax proceeds, the authorizing agency makes monthly payments to El Camino Real Alliance. Revenues are recognized by the Charter when earned.

I. Cash and Cash Equivalents

El Camino Real Alliance considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Investments

The Charter's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Gains and losses resulting from adjustments to fair values are included in the accompanying statement of activities. Investment return is presented net of any investment fees.

K. Receivables and Allowances

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is established, as necessary, based on past experience and other factors which, in management's judgment, deserve current recognition in estimating bad debts. Such factors include the relationship of the allowance for doubtful accounts to accounts receivable and current economic conditions. Based on review of these factors, the Charter establishes or adjusts the allowance for specific revenue sources as a whole. At June 30, 2020, an allowance for doubtful accounts was not considered necessary as all accounts receivable were deemed collectible.

L. Capital Assets

El Camino Real Alliance has adopted a policy to capitalize asset purchases over \$5,000. Lesser amounts are expensed. Donations of capital assets are recorded as contributions at their estimated fair value. Such donations are reported as net assets without donor restrictions. Capital assets are depreciated using the straight-line method over the estimated useful lives of the property and equipment or the related lease terms.

M. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the organization prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

N. Fair Value Measurements

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The three levels of the fair value hierarchy are described below:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.
- Level 2 Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

O. Income Taxes

The Charter's management believes all of its significant tax positions would be upheld under examination; therefore, no provision for income tax has been recorded. The Charter's information and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

O. Income Taxes (continued)

El Camino Real Alliance is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Charter is exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code. As a school, the Charter is not required to register with the California Attorney General as a charity.

O. New Accounting Pronouncements

Revenue Recognition

In May 2014, the International Accounting Standards Board (IASB) and FASB issued a joint accounting standard on revenue recognition to address a number of concerns regarding the complexity and lack of consistency surrounding the accounting for revenue transactions. Consistent with each board's policy, FASB and IASB issued new reporting standards on revenue recognition. FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The guidance in FASB ASU No. 2014-09 provides a framework for revenue recognition and supersedes or amends several of the revenue recognition requirements in FASB ASC 605 *Revenue Recognition*. The guidance was originally effective for public entities for the fiscal year beginning after December 15, 2016. In August 2015, FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, to allow entities additional time to implement systems, gather data, and resolve implementation questions. The effective dates for the new guidance are staggered. Public entities have already implemented the new guidance, and nonprofit entities were required to implement the new guidance for fiscal years beginning after December 15, 2018. In April 2020, FASB voted to delay implementation by one year as a result of COVID-19. The Charter will determine the impact on the financial statements once implemented.

Leases

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The objective of the ASU is to increase transparency and comparability in financial reporting by requiring balance sheet recognition of leases and note disclosure of certain information about lease arrangements. The new FASB ASU topic on leases consists of five subtopics: overall, lessee, lessor, sale and leaseback transactions, and leveraged lease arrangements. ASU No. 2016-02 is applicable to any entity that enters into a lease and was originally effective for public business entities for fiscal years beginning after December 15, 2018. In October 2019, FASB approved to delay effective dates for all public business entities, except for SEC filers, to fiscal years beginning after December 15, 2019. In April 2020, FASB voted to delay implementation by one year as a result of COVID-19. The Charter will determine the impact on the financial statements once implemented.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2020, consist of the following:

Cash in banks, interest bearing	\$ 6,985,811
Cash in banks, non-interest bearing	49,170
Cash on hand or awaiting deposit	335
Total Cash and Cash Equivalents	<u>\$ 7,035,316</u>

Cash in Banks – Custodial Credit Risk

As of June 30, 2020, \$6,465,163 of the El Camino Real Alliance's bank balance was exposed to custodial credit risk as there were deposits over \$250,000 in accounts held at one or more banks. Custodial credit risk is the risk that in the event of a bank failure, an organization's deposits may not be returned to it. El Camino Real Alliance does not have a policy for custodial credit risk for deposits. The FDIC insures up to \$250,000 per depositor per insured bank.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 3 – INVESTMENTS

Investments as of June 30, 2020 consist of \$6,246,791 held in fixed income securities. The following table provides a description and sets forth, by level within the fair value hierarchy explained in Note 1N, the Charter's investments as of June 30, 2020.

	Market Value	Fair Value Hierarchy			At Cost
		Level 1	Level 2	Level 3	
Fixed income securities	\$ 6,246,791	\$ 6,246,791	\$ -	\$ -	\$ 6,123,000
Total Investments	\$ 6,246,791	\$ 6,246,791	\$ -	\$ -	\$ 6,123,000

The Charter also holds \$13,940,211 in investment accounts that are considered trust or plan assets associated with the Charter's postemployment benefit plan. Refer to Note 10 for additional information.

Additionally, net investment income for the year ended June 30, 2020 was as follows:

Interest and dividends	\$ 172,546
Unrealized gain/(loss)	(160,132)
Investment expenses	(9,527)
Net Investment Income	\$ 2,887

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2020, consists of the following:

Local control funding sources, state aid	\$ 2,206,579
Federal sources	715,764
Other state sources	397,658
In-lieu property taxes	1,009,929
Other local sources	12,500
Total Accounts Receivable	\$ 4,342,430

NOTE 5 – CAPITAL ASSETS

A summary of activity related to capital assets during the year ended June 30, 2020 consists of the following:

	Balance			Balance June 30, 2020
	July 1, 2019	Additions	Disposals	
Property and equipment				
Land	\$ 2,019,964	\$ -	\$ -	\$ 2,019,964
Buildings	3,559,839	-	-	3,559,839
Leasehold improvements	1,786,367	-	-	1,786,367
Furniture and equipment	1,691,747	-	-	1,691,747
Construction in progress	3,200	-	-	3,200
Total property and equipment	9,061,117	-	-	9,061,117
Less accumulated depreciation	(1,886,855)	(509,750)	-	(2,396,605)
Capital Assets, net	\$ 7,174,262	\$ (509,750)	\$ -	\$ 6,664,512

There were no purchases of capital assets nor any disposals of capital assets during the fiscal year ended June 30, 2020. Depreciation expense for the year was \$509,750.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 6 – LIABILITIES

Accounts Payable

Accounts payable as of June 30, 2020, consists of the following:

Due to authorizing agency	\$ 1,239,975
Accrued salaries and benefits	883,071
Due to student groups	316,046
Vendor payables	92,052
Total Accounts Payable	<u>\$ 2,531,144</u>

Postemployment Benefits Liability, Net

Refer to Note 10 for additional information regarding the Charter's postemployment benefits plan. A summary of the net change and components related to the net postemployment benefit liability during the year ended June 30, 2020 consists of the following:

	Balance	Net Change	Balance
	July 1, 2019		June 30, 2020
Postemployment benefit obligation	\$ 24,102,933	\$ 6,225,043	\$ 30,327,976
Fair value of plan assets	(11,406,219)	(2,533,992)	(13,940,211)
Net postemployment benefits liability	<u>\$ 12,696,714</u>	<u>\$ 3,691,051</u>	<u>\$ 16,387,765</u>

NOTE 7 – NET ASSETS

At June 30, 2020, the Charter did not hold any net assets with donor restrictions. Certain designations or reserves have been made for the use of net assets without donor restrictions either by the board, management or by nature of the financial assets held by the Charter. At June 30, 2020, the Charter's net assets without donor restrictions consist of the following:

Net investment in capital assets	\$ 6,664,512
Undesignated	(636,901)
Total Net Assets without Donor Restrictions	<u>\$ 6,027,611</u>

NOTE 8 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Charter's financial assets as of June 30, 2020, reduced by amounts not available for general expenditure within one year. Financial assets are considered not available for general use when illiquid or not convertible to cash within one year, consist of assets held for others or are held aside by the governing board for specific contingency reserves. The Charter maintains a line of credit (as mentioned in Note 11) which could be drawn upon to ensure financial assets are available as general expenditures and other obligations become due.

Financial assets	
Cash and cash equivalents	\$ 7,035,316
Investments, at cost	6,123,000
Accounts receivable, current portion	4,342,430
Prepaid expenses	842,971
Total Financial Assets, excluding noncurrent	<u>\$ 18,343,717</u>
Contractual or donor-imposed restrictions	-
Board designations	-
Financial Assets available to meet cash needs	<u> </u>
for expenditures within one year	<u>\$ 18,343,717</u>

**EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020**

NOTE 9 – EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiemployer defined benefit pension plans maintained by agencies of the State of California. In accordance with *California Education Code 47605*, charter schools have the option of participating in such plans if an election to participate is specified within the charter petition. The Charter has made such election. Certificated employees are members of the California State Teachers’ Retirement System (CalSTRS), and non-certificated employees are members of the California Public Employees’ Retirement System (CalPERS).

California State Teachers’ Retirement System (CalSTRS)

Plan Description

El Camino Real Charter High School contributes to the California State Teachers’ Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers’ Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7667 Folsom Boulevard; Sacramento, California 95826.

Funding Policy

Active plan members are required to contribute 10.25% or 10.205% of their 2019-20 salary depending on the employee’s membership date in the plan. The required employer contribution rate for fiscal year 2019-20 was 17.10% of annual payroll. The contribution requirements of the plan members are established by state statute. The Charter’s contributions to CalSTRS for the last three fiscal years were as follows:

	<u>Contribution</u>	<u>Percent of Required Contribution</u>
2019-20	\$ 2,508,706	100%
2018-19	\$ 2,399,335	100%
2017-18	\$ 2,077,995	100%

On-Behalf Payments

The State of California makes direct on-behalf payments for retirement benefits to CalSTRS on behalf of all school agencies in California. The amount of on-behalf payments made for El Camino Real Alliance is estimated at \$1,852,355. The on-behalf payment amount is computed as the proportionate share of total 2018-19 State on-behalf contributions.

California Public Employees’ Retirement System (CalPERS)

Plan Description

El Camino Real Alliance contributes to the School Employer Pool under the California Public Employees’ Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees’ Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street; Sacramento, California 95814.

**EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020**

NOTE 9 – EMPLOYEE RETIREMENT PLANS (continued)

California Public Employees’ Retirement System (CalPERS) (continued)

Funding Policy

Active plan members, who entered into the plan prior to January 1, 2013, are required to contribute 7.0% of their salary. The California Public Employees’ Pension Reform Act (PEPRA), specifies that new members entering into the plan on or after January 1, 2013, shall pay the higher of fifty percent of normal costs or 7.0% of their salary. Additionally, for new members entering the plan on or after January 1, 2013, the employer is prohibited from paying any of the employee contribution to CalPERS unless the employer payment of the member’s contribution is specified in an employment agreement or collective bargaining agreement that expires after January 1, 2013.

El Camino Real Alliance is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution for fiscal year 2019-20 was 19.721%. The contribution requirements of the plan members are established by state statute. The Charter’s contributions to CalPERS for the last three fiscal years were as follows:

	Contribution	Percent of Required Contribution
2019-20	\$ 691,532	100%
2018-19	\$ 620,866	100%
2017-18	\$ 482,743	100%

NOTE 10 – POSTEMPLOYMENT BENEFIT PLAN

As previously mentioned in Note 6, El Camino Real Alliance holds a liability associated with a postretirement benefit plan amounting to a net balance of \$16,387,765 as of June 30, 2020. There was a net increase in the liability of \$3,691,051 from the beginning balance of \$12,696,714. The total liability is offset by investments maintained by the Charter and specifically held to fund the postretirement benefit plan.

Plan Description

El Camino Real Alliance sponsors a postemployment benefit plan to provide postemployment healthcare benefits (medical, dental, and vision) to eligible retirees and eligible covered spouses and pays a portion of the cost. All active employees that retire directly from El Camino Real Alliance and meet eligibility criteria may participate. The Charter accrues actuarially determined costs ratably to the date an employee becomes eligible for such benefits.

Eligibility Criteria

Benefits provided depend on the specific eligibility criteria in two categories: pre-charter and post-charter employees. Dependent coverage for spouses is also provided for those eligible employees. Eligibility criteria is as follows:

Pre-Charter Employee

- Hired prior to April 1, 2009
Rule of 80: Sum of age plus service equal to or greater than 80, with minimum 15 years of service
- Hired after April 1, 2009
Rule of 85: Sum of age plus service equal to or greater than 85, with minimum 25 years of service
- Exception for those not retiring under CalSTRS/CalPERS
Age 63 and minimum of 10 years of service

Post-Charter Employee

- Hired after July 1, 2011 but prior to July 1, 2018
Rule of 85: Sum of age plus service equal to or greater than 85, with minimum 25 years of service
- Exception for those not retiring under CalSTRS/CalPERS
Age 63 and minimum of 10 consecutive years of service if hired before July 1, 2016, and 15 consecutive years otherwise
- Hired on or after July 1, 2018
Age 62 and 25 years of service

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 10 – POSTEMPLOYMENT BENEFIT PLAN (continued)

Actuarial Methods and Assumptions

The total defined benefit plan obligation in the June 30, 2020 actuarial valuation was determined using the following actuarial methods and assumptions, applied to all periods included in the measurement, unless otherwise specified:

Measurement Date	June 30, 2020
Accounting Standard	FASB ASC 715
Discount Rate	2.87%
Actuarial Cost Method	Projected Unit Credit
Medical Cost Trend	5.30%
Dental and Vision Cost Trend	5.00%
Expected Rate of Return	5.00%

Postemployment Benefit Plan

The following information related to El Camino Real Alliance's postretirement benefit plan is contained in the actuarial valuation as of June 30, 2020. The Charter will obtain a new valuation every year.

	<u>June 30, 2020</u>
Total Postemployment Benefit Plan Liability	
Service cost	\$ 1,783,270
Interest cost	874,818
Actuarial loss/(gain)	3,690,060
Benefits payments	<u>(123,105)</u>
Net change	6,225,043
Total liability - beginning	<u>24,102,933</u>
Total liability - ending (a)	<u>\$ 30,327,976</u>
 Trust Assets	
Contributions - employer	\$ 2,640,000
Actual return on assets	<u>(106,008)</u>
Net change	2,533,992
Trust assets - beginning	<u>11,406,219</u>
Trust assets - ending (b)	<u>\$ 13,940,211</u>
 Net defined benefit plan liability - ending (a) - (b)	<u>\$ 16,387,765</u>
 Balance of trust assets as a percentage of the total defined benefit plan liability	 46%

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 10 – POSTEMPLOYMENT BENEFIT PLAN (continued)

Postemployment Benefit Plan (continued)

El Camino Real Alliance is expected to contribute \$2,640,000 to trust for the fiscal year ending June 30, 2021. Estimated future benefit payments for the next ten fiscal years are as follows:

<u>Year Ended June 30,</u>	<u>Benefit Payments</u>
2021	\$ 324,416
2022	321,191
2023	336,855
2024	415,710
2025	431,573
2026 - 2030	<u>2,578,530</u>
Total	<u>\$ 4,408,275</u>

Fair Value of Plan Assets

In accordance with FASB ASC No. 715-60, *Defined Benefit Plans – Other Postretirement*, the Charter has recognized the funded status of its postemployment retirement plan and measured the plan as the difference between fair value of plan assets and the accumulated postretirement benefit obligation. As mentioned in Note 3 covering investments, the Charter holds \$13,940,211 in investment accounts that are specifically earmarked as trust or plan assets for the postemployment benefit plan. The following table provides a description and sets forth, by level within the fair value hierarchy explained in Note 1N, the Charter’s trust assets as of June 30, 2020.

	<u>Market Value</u>	<u>Fair Value Hierarchy</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash, money funds, and bank deposits	\$ 230,859	\$ 230,859	\$ -	\$ -
Equity securities	9,386,864	8,893,395	43,219	450,250
Mutual funds	1,062,924	1,062,924	-	-
Exchange traded products	3,259,564	-	3,259,564	-
Total Trust Assets	<u>\$ 13,940,211</u>	<u>\$ 10,187,178</u>	<u>\$ 3,302,783</u>	<u>\$ 450,250</u>

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Governmental Funds

El Camino Real Alliance has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements would not be material.

Multiemployer Defined Benefit Plan Participation

Under current law on multiemployer defined benefit plans, the Charter’s voluntary withdrawal from any underfunded multiemployer defined benefit plan would require the Charter to make payments to the plan, which would approximate the Charter’s proportionate share of the multiemployer plan’s unfunded vested liabilities. CalSTRS has estimated that the Charter’s share of withdrawal liability is approximately \$24,340,654 as of June 30, 2019, the date of the most recent actuarial study. Also as of June 30, 2019, CalPERS has estimated the Charter’s share of withdrawal liability to be \$7,345,096. The Charter does not currently intend to withdraw from CalSTRS or CalPERS. Refer to Note 9 for additional information on employee retirement plans.

EL CAMINO REAL ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 11 – COMMITMENTS AND CONTINGENCIES (continued)

Pending or Threatened Litigation

The Charter may be involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Charter at June 30, 2020 or the likelihood of a favorable or unfavorable outcome is unable to be evaluated at this time.

Line of Credit

El Camino Real Alliance obtained a line of credit with City National Bank in the amount of \$5,000,000. The Charter grants City National Bank a continuing lien and security interest in any and all deposits for full and punctual payments. The Charter had no outstanding loan payable under the line of credit as of June 30, 2020.

NOTE 12 – DONATED MATERIALS AND SERVICES

During the year, many parents, administrators and other individuals donated significant amounts of time and services to El Camino Real Alliance in an effort to advance the Charter's programs and objectives. These services have not been recorded in the Charter's financial statements because they do not meet the criteria required by generally accepted accounting principles.

NOTE 13 – RELATED PARTY TRANSACTIONS

The Charter makes payments to the authorizing agency, LAUSD, to provide required services for special education and other purchased services in addition to fees for oversight. Fees associated with oversight consisted of 1% of revenue from local control funding formula sources. Total fees for oversight amounted to \$335,097 and total fees for special education and other services amounted to \$600,706 for the fiscal year ending June 30, 2020.

NOTE 14 – SUBSEQUENT EVENTS

El Camino Real Alliance has evaluated subsequent events for the period from June 30, 2020 through March 19, 2021, the date the financial statements were available to be issued.

As a result of the coronavirus (COVID-19) outbreak, economic uncertainties have arisen which have modified and delayed governmental funding as well as impacted how the Charter operates its programs and activities for the future reporting periods. At this time, management cannot predict the overall impact of the COVID-19 pandemic, but management continues to monitor the situation, to assess further possible implications to operations, and to take actions in an effort to mitigate adverse consequences.

In December 2020, the Board of Directors of LAUSD approved a renewal petition for the Charter covering an additional five-year term beginning July 1, 2021 and expiring on June 30, 2026.

Management did not identify any other transactions or events that require disclosure or that would have an impact on the financial statements.

SUPPLEMENTARY INFORMATION

**EL CAMINO REAL ALLIANCE
CHARTER ORGANIZATIONAL STRUCTURE
JUNE 30, 2020**

El Camino Real Alliance, located in Los Angeles County, was formed as a nonprofit public benefit corporation on November 2, 2011 to operate as a public charter school, El Camino Real Charter High School. El Camino Real Charter High School was numbered by the State Board of Education in May 2011 as Charter No. 1314. The Charter is authorized to operate with a petition approved by the Los Angeles Unified School District. During 2019-20, the Charter served approximately 3,520 students in grades 9 to 12.

BOARD OF DIRECTORS

<u>Name</u>	<u>Office / Representation</u>	<u>Term Expiration</u>
Scott Silverstein	Chair / Teacher Rep.	June 30, 2022
Beatriz Chen	Secretary / Community Rep.	June 30, 2021
Brian Archibald	Director / Community Rep.	June 30, 2022
Gregory Basile	Director / Teacher Rep.	June 30, 2020
Jeff Davis	Director / Parent Rep.	June 30, 2020
Steve Kofahl	Director / Teacher Rep.	June 30, 2020
Kenneth Lee	Director / Classified Rep.	June 30, 2021
Darin Ryburn	Director / Community Rep.	June 30, 2022
John Perez	Director / District Rep.	March 25, 2023

ADMINISTRATION

David Hussey
Executive Director

Daniel Chang
Chief Compliance Officer

See accompanying notes to supplementary information.

**EL CAMINO REAL ALLIANCE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020**

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster</u>	<u>CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U. S. DEPARTMENT OF EDUCATION:			
<i>Passed through California Department of Education:</i>			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	\$ 371,545
Title II, Part A, Supporting Effective Instruction Local Grants	84.367	14341	77,653
Title III, Immigrant Education Program	84.365	15146	24,478
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	25,658
Special Education: IDEA Basic Local Assistance Entitlement, Part B, Sec 611	84.027	13379	<u>694,262</u>
Total U. S. Department of Education			<u><u>1,193,596</u></u>
U. S. DEPARTMENT OF AGRICULTURE:			
<i>Passed through California Department of Education:</i>			
Child Nutrition Cluster			
School Breakfast Program - Needy	10.553	13526	86,102
National School Lunch Program	10.555	13391	<u>196,934</u>
Subtotal Child Nutrition Cluster			<u>283,036</u>
Total U. S. Department of Agriculture			<u><u>283,036</u></u>
U. S. DEPARTMENT OF DEFENSE:			
<i>Passed through California Department of Education:</i>			
ROTC Language and Culture Training Grants	12.357	*	<u>23,850</u>
Total U. S. Department of Defense			<u><u>23,850</u></u>
U. S. DEPARTMENT OF THE TREASURY:			
<i>Passed through California Department of Education:</i>			
COVID-19 Emergency Acts Funding:			
Coronavirus Relief Fund (CRF): Learning Loss Mitigation	21.019	10149	<u>593,260</u>
Total U. S. Department of the Treasury			<u>593,260</u>
Total Federal Expenditures			<u><u>\$ 2,093,742</u></u>

* - Pass-Through Entity Identifying Number not available or not applicable

See accompanying notes to supplementary information.

**EL CAMINO REAL ALLIANCE
SCHEDULE OF AVERAGE DAILY ATTENDANCE
FOR THE YEAR ENDED JUNE 30, 2020**

	Second Period	
	Report	Annual Report
<i>Certificate No.</i>	<u>47625481</u>	<u>44CE3966</u>
	<u>Classroom-Based</u>	
Grade Span		
Regular		
Ninth through twelfth	3,269.55	3,269.55
Special education		
Ninth through twelfth	<u>2.14</u>	<u>2.07</u>
Total Average Daily Attendance - Classroom-Based	<u>3,271.69</u>	<u>3,271.62</u>
	<u>Nonclassroom-Based</u>	
Grade Span		
Regular		
Ninth through twelfth	<u>106.22</u>	<u>106.22</u>
Total Average Daily Attendance - Nonclassroom-Based	<u>106.22</u>	<u>106.22</u>
Total Average Daily Attendance	<u>3,377.91</u>	<u>3,377.84</u>

See accompanying notes to supplementary information.

**EL CAMINO REAL ALLIANCE
SCHEDULE OF INSTRUCTIONAL TIME
FOR THE YEAR ENDED JUNE 30, 2020**

Grade Span	Minutes Requirement	2019-20 Actual Instructional Minutes*	2019-20 Planned Number of Days	2019-20 Actual Number of Days**	Number of Days Certified Closed Due to COVID-19	Status
Grades 9 through 12	64,800	77,562	180	127	53	Complied

**On July 1, 2020, the Charter certified that its school was closed from March 16, 2020 to June 5, 2020 for a total of 53 instructional days closed due to COVID-19. The planned minutes covered by the COVID-19 School Closure Certification were included in the actual minutes column but were not actually offered due to the COVID-19 school closure.*

***The actual number of days also include two (2) days covered by emergency closure reported on the Form J-13A emergency day waivers for October 11 and 25, 2019.*

See accompanying notes to supplementary information.

**EL CAMINO REAL ALLIANCE
 RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (UNAUDITED ACTUALS) WITH
 AUDITED FINANCIAL STATEMENTS
 JUNE 30, 2020**

June 30, 2020, net position reported for the Charter Schools Enterprise Fund on the Annual Financial and Budget Report (Unaudited Actuals)	<u>\$ 5,889,210</u>
Adjustments:	
Increase (decrease) in total net assets:	
Decrease in depreciation expense	56,694
Decrease in other local revenue	(535,815)
Increase in accrued federal revenues	593,260
Increase in accrued expenditures	<u>24,262</u>
Net adjustments	<u>138,401</u>
June 30, 2020, net assets per audited financial statements	<u>\$ 6,027,611</u>

See accompanying notes to supplementary information.

**EL CAMINO REAL ALLIANCE
NOTES TO THE SUPPLEMENTARY INFORMATION
JUNE 30, 2020**

NOTE 1 – PURPOSE OF SCHEDULES

A. Charter Organizational Structure

This schedule provides information about the Charter’s authorizing agency, grades served, members of the governing body, and members of the administration.

B. Schedule of Expenditures of Federal Awards

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Charter and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The Charter has not elected to use the 10 percent de minimis indirect cost rate.

C. Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the charter school. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

D. Schedule of Instructional Time

The Charter receives, as part of their local control funding formula sources, incentive funding for maintaining instructional time. This schedule presents information on the amount of instructional time offered by the El Camino Real Charter High School and whether the Charter complied with the provisions of *Education Code Section 46200 through 46208*.

E. Reconciliation of Annual Financial and Budget Report (Unaudited Actuals) with Audited Financial Statements

This schedule provides the information necessary to reconcile net position reported for the Charter Schools Enterprise Fund on the Annual Financial and Budget Report (Unaudited Actuals) to net assets on the audited financial statements.

OTHER INDEPENDENT AUDITORS' REPORTS



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Independent Auditors' Report

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of El Camino Real Alliance (the "Charter") as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Charter's basic financial statements and have issued our report thereon dated March 19, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Charter's internal control. Accordingly, we do not express an opinion on the effectiveness of the Charter's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
March 19, 2021



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditors' Report

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

Report on Compliance for Each Major Federal Program

We have audited El Camino Real Alliance's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of El Camino Real Alliance's major federal programs for the year ended June 30, 2020. El Camino Real Alliance's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of El Camino Real Alliance's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about El Camino Real Alliance's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of El Camino Real Alliance's compliance.

Opinion on Each Major Federal Program

In our opinion, El Camino Real Alliance complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

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Report on Internal Control Over Compliance

Management of El Camino Real Alliance is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered El Camino Real Alliance's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of El Camino Real Alliance's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Christy White, Inc.

San Diego, California
March 19, 2021



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

REPORT ON STATE COMPLIANCE

Independent Auditors' Report

To the Board of Directors of
El Camino Real Alliance
Woodland Hills, California

Report on State Compliance

We have audited El Camino Real Alliance's compliance with the types of compliance requirements described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, California Code of Regulations, section 19810, that could have a direct and material effect on each of El Camino Real Alliance's state programs for the fiscal year ended June 30, 2020, as identified below. Reference to El Camino Real Alliance within this letter is inclusive of El Camino Real Charter High School (Charter No. 1314).

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of El Camino Real Alliance's state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, California Code of Regulations, section 19810. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about El Camino Real Alliance's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with the requirements referred to above. However, our audit does not provide a legal determination of El Camino Real Alliance's compliance with those requirements.

Opinion on State Compliance

In our opinion, El Camino Real Alliance complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the state programs noted in the following table for the year ended June 30, 2020.

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Procedures Performed

In connection with the audit referred to above, we selected and tested transactions and records to determine El Camino Real Alliance’s compliance with the state laws and regulations applicable to the following items:

Description	Procedures Performed
School Districts, County Offices of Education and Charter Schools	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Not applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study – Course Based	Not applicable
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study for Charter Schools	Yes
Determination of Funding for Nonclassroom-Based Instruction	Not applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Not applicable

Christy White, Inc.

San Diego, California
 March 19, 2021

FINDINGS AND QUESTIONED COSTS

**EL CAMINO REAL ALLIANCE
SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2020**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Non-compliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major program:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)?	<u>No</u>
Identification of major programs:	

<u>CFDA No.</u>	<u>Name of Federal Program or Cluster</u>
21.019	Coronavirus Relief Fund (CRF): Learning Loss Mitigation

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

STATE AWARDS

Internal control over state programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>

**EL CAMINO REAL ALLIANCE
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2020**

FIVE DIGIT CODE

20000
30000

AB 3627 FINDING TYPE

Inventory of Equipment
Internal Control

There were no audit findings related to the financial statements during 2019-20.

**EL CAMINO REAL ALLIANCE
FEDERAL AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020**

FIVE DIGIT CODE

50000

AB 3627 FINDING TYPE

Federal Compliance

There were no audit findings and questioned costs related to federal awards during 2019-20.

**EL CAMINO REAL ALLIANCE
STATE AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020**

FIVE DIGIT CODE

10000
40000
42000
60000
61000
62000
70000
71000
72000

AB 3627 FINDING TYPE

Attendance
State Compliance
Charter School Facilities Programs
Miscellaneous
Classroom Teacher Salaries
Local Control Accountability Plan
Instructional Materials
Teacher Misassignments
School Accountability Report Card

There were no audit findings and questioned costs related to state awards during 2019-20.

**EL CAMINO REAL ALLIANCE
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020**

There were no audit findings and questioned costs during 2018-19.

Cover Sheet

Discuss and Vote on Extending FFCRA Leave Benefits

Section: IV. School Business
Item: A. Discuss and Vote on Extending FFCRA Leave Benefits
Purpose: Vote
Submitted by:
Related Material:
Families First Coronavirus Relief Act Credits Extended and Enhanced.pdf

Bolton & Company Compliance Notice



Families First Coronavirus Relief Act Credits Extended and Enhanced

Posted on March 16, 2021, by Michelle Cammayo, Vice President of Compliance

President Joe Biden signed the American Rescue Plan Act (ARPA) into law on March 11, 2021. The legislation addresses many different areas including unemployment, child care tax credit, Consolidated Omnibus Budget Reconciliation Act (COBRA) subsidies, Families First Coronavirus Relief Act (FFCRA) and more. Our [previous blog](#) here discusses the COBRA subsidies in more detail.

The ARPA extends and expands provisions of FFCRA, and most importantly, it **does not** require employers to offer FFCRA beyond the original expiration date of December 31, 2020. It does, however, extend tax credits for employers who want to continue offering FFCRA leave.

For those employers who wish to continue offering FFCRA, please read more to learn about the extended credits as well as the expanded provisions.

When is it effective? FFCRA tax credits were previously extended to 3/31/2021 on an optional basis. The new provisions written about in this article take effect from March 31,

2021 to September 30, 2021.

Do I have to offer FFCRA to my employees? No. The extension is optional.

Are there any changes other than extending the ability to take a tax credit? Yes, there are a few significant changes. Most notably to this author is that the FFCRA tax credit can be used to provide paid time off for employees to obtain the COVID-19 vaccine or to recover from an illness related to the immunization.

Highlights of all ARPA FFCRA provisions are provided below:

- Provides that paid sick and paid family leave credits may each be increased by the employer's share of Social Security tax (6.2 percent) and employer's share of Medicare tax (1.45 percent) on qualified leave wages.
- Allows for the credits for paid sick and family leave to be structured as a refundable payroll tax credit against Medicare tax only (1.45 percent), beginning after March 31, 2021.
- Increases the amount of wages for which an employer may claim the paid family leave credit in a year from \$10,000 to \$12,000 per employee.
- Expands the paid family leave credit to allow employers to claim the credit for leave provided for the reasons included under the previous employer mandate for paid sick time. For the self-employed, the number of days for which self-employed individuals can claim the paid family leave credit is increased from 50 to 60 days.
- Permits the paid sick and family leave credit to be claimed by employers who provide paid time off for employees to obtain the COVID-19 vaccination or recover from an illness related to the immunization.
- Increases the paid sick and family leave credit by the cost of the employer's qualified health plan expenses and by the employer's collectively bargains contributions to a defined benefit pension plan and the amount of collectively bargained apprenticeship program contributions.
- Establishes a non-discrimination requirement where no credit will be permitted to any employer who discriminates in favor of highly compensated employees as defined under Code Sec. 414(q), full-time employees, or employees on the basis of employment tenure.
- Resets the 10-day limitation on the maximum number of days for which an employer can claim the paid sick leave credit with respect to wages paid to an employee. The current 10-day limitation runs from the start of the credits in 2020 through March 31, 2021. For the self-employed, the 10-day reset applies to sick days after January 1, 2021 for self-employed individuals.
- Clarifies that while no credit for paid sick and family leave may be claimed by the federal government or any federal agency or instrumentality, this would not apply to any organization described under Code Sec. 501(c)(1) and exempt from tax under Code Sec. 501(a) , including state and local governments.

For more information about ARPA or the new FFCRA paid sick and family leave provisions, visit [this page](#).

Stay tuned for guidance taking the form of FAQs by bookmarking [this page](#).

(While every effort has been taken in compiling this information to ensure that its contents are totally accurate, neither the publisher nor the author can accept liability for any inaccuracies or changed circumstances of any information herein or for the consequences of any reliance placed upon it. This publication is distributed on the understanding that the publisher is not engaged in rendering legal, accounting or other professional advice or services. Readers should always seek professional advice before entering into any commitments.)

If you have any questions, please feel free to [contact me](#).

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Michelle Cammayo, CEBS, RHU
Vice President of Compliance
Bolton & Company



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[3475 E. Foothill Blvd., Suite 100](#)

Pasadena, California 91107

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Cover Sheet

Discuss and Vote on Springboard Contract

Section: IV. School Business
Item: B. Discuss and Vote on Springboard Contract
Purpose: Vote
Submitted by:
Related Material:
El Camino Real Charter High School SpringBoard 2020-2023.pdf
ED Recommendation - SpringBoard Contract.pdf

EL CAMINO REAL ALLIANCE

EXECUTIVE DIRECTOR RECOMMENDATION

BOARD MEETING DATE: March 25, 2021

AGENDA ITEM:

SpringBoard Contract

BRIEF SUMMARY OF THE ISSUE:

ECRA uses SpringBoard for the implementation of ELA Instruction (meets textbook requirement per Ed Code). The contract with SpringBoard includes textbooks (physical and digital) as well as exam materials.

PERSONNEL INVOLVED:

All school personnel. English Teachers

FISCAL IMPLICATIONS (IF ANY):

The total amount for the contract is \$216,414.00, payable in three (3) annual installments of \$72,138.00.

IMPACT ON SCHOOL MISSION, VISION OR GOALS (IF ANY):

The SpringBoard program is used by ECR students in grades 9-12 and is aligned to the Common Core State Standards and helps all students and teachers reach the goals of the Common Core Initiative.

The SpringBoard curriculum materials support student acquisition of the skills and knowledge needed to meet Common Core standards by:

- Providing engaging and relevant activities that allow students to develop the essential skills needed for success in college level work as well as in the workplace;
- Incorporating appropriate rigor that challenges students by requiring them not only to apply concepts and skills, but also to explain the thinking behind their applications of knowledge;
- Designing the program around evidence of what works in the classroom: research-based practices such as designing instruction with the end in mind, scaffolding activities to prepare students for increasing levels of rigor, integrating learning strategies that help students “learn how to learn”; and
- Integrating content that addresses key strengths found in current state standards; the rigor of the curriculum fully meets and often exceeds the expectations of key state standards.

OPTIONS OR SOLUTIONS:

N/A.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve the SpringBoard Contract for the three (3) year period. The Springboard program promotes student acquisition of the skills and knowledge needed to meet Common Core standards.

MOTION:

Motion to approve the Springboard contract for a three (3) year period for a total sum of \$216,414.00.



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00027592**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **July 1, 2020** ("Effective Date"), by and between El Camino Real Alliance dba El Camino Real Charter High School ("Client") and the College Board (the "College Board").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 1, 2020 and, unless sooner terminated as provided herein, will expire on June 20, 2023 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Deliverables furnished. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is



exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, each party agrees to indemnify, hold harmless, and defend the other party from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the indemnified party may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that the indemnifying party shall not be obligated to indemnify the indemnified party to the extent such Damages are caused directly by the gross negligence or willful misconduct of the indemnifying party.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.



9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in [Section 9.1](#) (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "[Force Majeure Event](#)"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in County of Los Angeles, California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

The College Board

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Email:

Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board

250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Email:

Legalnotice@collegeboard.org

To Client:

Minita Clark
Assistant Principal
El Camino Real Alliance dba El Camino
Real Charter High School
5440 Valley Circle Blvd
Woodland Hills, CA 91367-5949
Tel: (818) 595-7507
Email:

notices@ecrchs.net

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration



of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for Deliverables received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00027592

**El Camino Real Alliance dba El Camino Real Charter
High School**

COLLEGE BOARD

Signature

Signature

Name

Name

Title

Title

Date

Date



SPRINGBOARD® SCHEDULE

1. **SpringBoard Program Overview.**

The SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital, and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the 'SpringBoard Program'). This SpringBoard Schedule sets forth the terms and conditions for the SpringBoard Program.

2. **License Grant.** The following licenses are referred to herein collectively as the 'Licenses'.

2.1 License. The College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ('SpringBoard Digital') and to allow each of the participating schools (the 'Schools') to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name (the 'SpringBoard URL'). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

2.2 Schools' Compliance with License Terms. Client shall be responsible for the Schools' compliance with the terms of all Licenses set forth in this Section 2 (License Grant).

2.3 Access to SpringBoard. Schools will access the products (*e.g.* ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of the College Board.

2.3.1 Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, the College Board shall have the right to terminate Client's right to use SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

2.4 Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ('Service Provider(s)') for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Client to read the policies of Service Provider because their privacy practices may differ from the College Board's practices.

3. Professional Learning. The College Board shall furnish SpringBoard professional learning, workshops, coaching services and institutes (collectively, the 'Services').

3.1 SpringBoard Digital Access during Services. In connection with the Services, the College Board shall provide temporary access to applicable subject and grade levels of SpringBoard Digital for any participants who do not already have access, for a period of one hundred twenty (120) days. The College Board will grant complete access to SpringBoard Digital when Client purchases Student Editions (print and/or digital) for the subject and grade level for which the temporary access was provided.

4. **Products.**

During the Term, the College Board shall furnish material for certain Services (collectively, the 'Products'). Client acknowledges and agrees that the College Board shall be responsible for coordinating shipping and handling of the Products, as long as Client provides shipping information, contact name and phone number. The fees for the Products are set forth in Section 6.

5. **Client Obligations.**

5.1 Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ('Registration Information'). Unless the College Board otherwise directs, the Registration Information shall include each



student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on SpringBoard Digital. Client shall be solely responsible for any updates to the participating students' Registration Information after it has been imported to SpringBoard Digital.

5.2 Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA') in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Client authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

5.3 Client shall notify the College Board of any changes to school participation, student edition orders and License orders, as applicable. The College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

5.4 **Workshops.**

5.4.1 For any workshop presented by the College Board to a group of teachers or educators, as applicable (the 'Workshop'), Client shall be responsible for confirming that the duration, scope, and dates of the Workshops are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements.

5.4.2 Client shall choose its teachers and educators to participate in any Workshop; provided, however, Client is prohibited from selling seats to teachers and educators who do not work for Client to any Workshop without advance written consent (with email to suffice) of the College Board.

5.4.3 **Workshop Checklist.** Client will collect and provide the College Board with the implementation information ('Implementation Information') below at least thirty (30) days prior to the first day of the Workshop, or upon execution of this Agreement if College Board is offering an Expedited Workshop:

5.4.3.1 District Information. District contact information, District Workshop Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.

5.4.3.2 School Information. School contact information, principal contact information, School Workshop coordinator, and where applicable information technology contact.

5.4.3.3 Workshop Site. Venue address to host the Services, which includes a meeting room and where applicable, audio-visual equipment.

5.4.3.4 Participant Information. The number of participants, and their subject and grade levels. Client agrees that the College Board may rely on such list in determining the number of materials and consultants provided by the College Board to Client at such Service.

5.4.3.5 Participant Attendance. The number of participants may not exceed the maximum outlined in the Professional Learning Catalog, or Client will be subject to the Participant Fee outlined in section 6 below.

5.4.3.6 Designation of Workshop Coordinator. Client shall designate a workshop coordinator who shall be the College Board's principal contact and shall assist in the organization and training.

5.4.3.7 Information Technology Contact. Client shall designate and shall cause each School to designate an information technology contact. Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the Service.

5.5 Network Access and Internet Connectivity. Client will ensure network access and Internet connectivity during the Workshop and will require Client information technology contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.

5.6 Accommodations and Instruments. Client shall furnish workshop space, instruments such as overheads, projectors, chairs and desks, DVD player and monitor, and whiteboards as necessary for the Services, and any food or refreshments Client wishes to have onsite.

The College Board reserves the right to change the Implementation Information at any time. In the event the College Board does not timely receive the Implementation Information required Client may be subject to the expedited planning fees outlined in Section 6 below, and the College Board reserves the right to decline furnishing the Services. If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.



Services requested less than sixty (60) days in advance of the start date shall be subject to the expedited planning fee outlined in Section 6 below. The College Board shall not accept any orders for Services scheduled less than twenty-one (21) days in advance of the start date.

If the College Board agrees to furnish Services without complete Implementation Information, then the College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

6. Fees and Payment.

6.1 Fees. The fees for Licenses and student editions shall be **\$196,740.00**. The fees for Licenses, Services and Products shall be collectively referred to as 'Fee(s)'. Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any Fees paid to the College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish the College Board with a valid tax exemption certificate. The total fee calculation for this SpringBoard Schedule as of the Effective Date of this Agreement shall be set forth in the Budget, incorporated hereto. The Fees may be based on estimated student participation figures furnished to the College Board by Client prior to the Effective Date of this Agreement and do not accommodate any orders placed thereafter.

6.1.2 Costs Excluded from Fees for Services. The Fee does not cover the following costs associated with Services: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging. Client shall be responsible for and pay directly the costs not covered by the Fee.

6.1.3 Rescheduling Costs for Services. In addition to the full cost of the Service, for Services cancelled or rescheduled less than thirty (30) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 50% of the full cost of the Service. For Services cancelled or rescheduled less than fifteen (15) days prior to the first day of the Services, Client shall pay the College Board a fee equal to 75% of the full cost of the Services. These fees apply to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts. The College Board retains the right, in its sole discretion, to apply these fees for rescheduling requests.

6.1.4 Expedited Workshop Planning Fee. If Client places an order for a Service less than sixty (60) days prior to the requested date, Client shall be subject to an expedited planning fee of forty percent (40%) of the cost of such Service. Client must provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Workshop Checklist (Section 5.4.3) in connection with scheduling Services less than sixty (60) days in advance. This expedited planning fee shall apply to all Services under this Schedule, regardless of whether Client has received any discounts for such Service.

6.1.5 Participant Fee for Services. If the number of participants present at the Service exceeds the maximum defined in the Professional Learning Catalog (28 in-person services or 20 virtual services), Client is subject to a fee of up to 20% of the total cost of the Services. This fee applies to all Services in this Agreement, and will be calculated on the full published rate, regardless if Client has received any discounts.

6.1.6 Shipping Fees. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. The College Board will issue refunds within thirty (30) upon receipt of the returned editions days for Client's that do not have an outstanding balance due.

6.2 Changes to Student Edition/License Volumes. If the annual volumes of Student Editions/Licenses increase or decrease by more than 5% of the projected volumes agreed to at the commencement of this Agreement, then Client shall provide the College Board with the adjusted volumes no later than April 15th of the year of annual order fulfillment.

6.2.1 If during the term of this Agreement Client determines that they have an annual increase in needed volume of Student Editions/Licenses that is less than 5%, then the additional Student Editions/Licenses ordered will be provided at the price indicated in this Agreement.

6.2.2 If, during the term of this Agreement, Client determines that they needed additional Student Editions/Licenses that is greater than 5% of their projected volumes, then Client may either: amend this Agreement to reflect the revised volumes; or purchase the additional Student Editions/Licenses at the College Board's then-current price.



6.2.3 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is within 5% of their projected volumes, then the College Board will issue a credit for the shortfall upon the expiration of this Agreement, at which time all books delivered over the term of this Agreement will be reconciled against the volume invoiced.

6.2.4 If, during the term of this Agreement, Client determines that they have an annual decrease in needed Student Editions/Licenses volumes that is greater than 5% of their projected volumes, then the parties will amend this Agreement to reflect the revised volumes.

7. Client Representations and Warranties. Client represents and warrants to the College Board that:

7.1 Client has designated as 'directory information' for purposes of FERPA, a student's name, grade level, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

7.2 To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are 'school officials' whom Client has determined to have 'legitimate educational interests', and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

8. Rights After Termination. If this Agreement is terminated for any reason, all rights granted to Client hereunder shall cease, and Client shall immediately notify all teachers and students participating in the SpringBoard Program that they may no longer use SpringBoard Digital. Upon termination of this Agreement, the College Board shall terminate Client's access to SpringBoard Digital, and any and all other systems to which Client has access under this Agreement.

Upon termination, Client shall promptly pay to the College Board all Fees and other amounts due and owing under this Agreement for the Services performed, Products furnished, and Licenses granted through the effective date of termination. If this Agreement is terminated during the Initial Term or any Renewal Term, Client shall not be entitled to a refund of any Fee paid with respect to such Initial Term or Renewal Term.

9. Confidentiality and Data Protection.

9.1 Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed).

9.2 Data Protection. The College Board shall take actions to ensure the security and confidentiality of Confidential Information. The College Board assures that personally identifiable data is secured and protected in a manner consistent with industry standards. The College Board shall maintain the Registration Information (defined in Section 3.1) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request. The College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under the College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, State, Parents or Adult Students as determined by College Board. The College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by the College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by the College Board. When SpringBoard Digital is accessed using a



supported web browser, Secure Socket Layer ('SSL') or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users.

The College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. The College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. The College Board's use of such de-identified data will survive termination of this Agreement.

9.2.1 Security Measures. To ensure the security and confidentiality of confidential records the College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. The College Board shall not disclose student records, except as specified under the terms of the Agreement, an Amendment or as required by law. The College Board warrants that all confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. The College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement as defined by the College Board. The College Board acknowledges that the College Board utilizes cloud hosting service providers throughout its infrastructure. The College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by the College Board. Client acknowledges that in some cases the College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

9.2.2 Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, the following process will be implemented: Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (a) a confirmed compromise of these student records, or of (b) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, parent or adult student will be immediately notified of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what the College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action the College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, the College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

10. Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that the College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

11. Content Revision. The College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

12. Proprietary Rights and Intellectual Property. The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, 'Content') provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise



used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of the College Board. Copying, disseminating, recording or streaming, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with the College Board and the College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by the College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. The College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer for resale, any used or unused SpringBoard Program material, including student or teacher editions.



Budget Schedule

El Camino Real Charter High School
3 Year Budget Schedule

SUMMARY FOR INITIAL TERM (2020-2023)

Summary of Costs & Savings	Fees	Cost Savings to District	District Cost*
<i>Instructional Materials</i>	\$ 196,740.00	\$ -	\$ 196,740.00
<i>Shipping and Handling</i>	\$ 19,674.00	\$ -	\$ 19,674.00
<i>Teacher Resources</i>	\$ 5,880.00	\$ 5,880.00	-
Total Cost of Implementation	\$ 222,294.00	\$ 5,880.00	\$ 216,414.00

*All applicable tax will be billed on a year over year basis.

Instructional Materials include a 3-year license term along with an annual delivery of consumable student and teacher editions. The College Board shall invoice Client for the total District Cost, which Client may pay to the College Board in 3 annual equal installments or Client will pay the College Board for the total District Cost.

Payment Schedule

Year #	Year	Total Cost
Year 1	2020-2021	\$ 72,138.00
Year 2	2021-2022	\$ 72,138.00
Year 3	2022-2023	\$ 72,138.00

The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement. The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement.

Instructional Materials & Teacher Resources

Student Editions	ISBN	Price Per Unit	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23					District Cost
English I - 2021©	978-1-4573-1295-3	\$54.65	900	900	900					\$ 49,185.00
English II - 2021©	978-1-4573-1296-0	\$54.65	900	900	900					\$ 49,185.00
English III - 2021©	978-1-4573-1297-7	\$54.65	900	900	900					\$ 49,185.00
English IV - 2021©	978-1-4573-1298-4	\$54.65	900	900	900					\$ 49,185.00
Teacher Editions	ISBN	Price Per Unit	Year 1 2020-21							Cost Savings to District
Grade 9 - 2021©	978-1-4573-1288-5	\$98.00	15							\$ 1,470.00
Grade 10 - 2021©	978-1-4573-1289-2	\$98.00	15							\$ 1,470.00
Grade 11 - 2021©	978-1-4573-1290-8	\$98.00	15							\$ 1,470.00
Senior English - 2021©	978-1-4573-1291-5	\$98.00	15							\$ 1,470.00

Cover Sheet

Discuss and Vote on Cyber High Agreement

Section: IV. School Business
Item: C. Discuss and Vote on Cyber High Agreement
Purpose: Vote
Submitted by:
Related Material:
El Camino Real Alliance, Alternative Education Programs UUP '21 - '24 (1).pdf
ED Recommendation - Cyber High.pdf

EL CAMINO REAL ALLIANCE

EXECUTIVE DIRECTOR RECOMMENDATION

BOARD MEETING DATE: March 25, 2021

AGENDA ITEM:

Cyber High agreement

BRIEF SUMMARY OF THE ISSUE:

ECR has partnered with Cyber High to provide courses that are designed to enhance analytical and problem-solving skills, to increase graduation rates, to prepare students for online testing, and to promote college and career readiness.

PERSONNEL INVOLVED:

Used by General Ed. and ECR Flex personnel.

FISCAL IMPLICATIONS (IF ANY):

Cyber High contract is for a three (3) year period for a total sum of \$28,500.00.

IMPACT ON SCHOOL MISSION, VISION OR GOALS (IF ANY):

The Cyber High platform is used to account for original credit, credit recovery and remediation, acceleration, targeted intervention, and as part of blended learning environments. This school year, we had a total of 127 students take 299 courses in the Fall semester; that number has increased in the Spring semester to 209 students taking 420 courses.

OPTIONS OR SOLUTIONS:

We are signing a three year contract to secure pricing rate. We will not see any rate increase during the three year term.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve the Cyber High Agreement for the three (3) year period. The three (3) year contract allows us to lock in the price during this time, and would be the most economical for the school. As noted above, we had a total of 127 students take 299 courses in the Fall semester; that number increased in the Spring semester to 209 students taking 420 courses.

PROPOSED MOTION:

Motion to approve the Cyber High contract for a three (3) year period for a total sum of \$28,500.00.



CYBER HIGH USE LICENSE AND SERVICE AGREEMENT
("Agreement")

Legal Doc. No. of this Signed Agreement: _____

COVER

CLIENT	FCSS/CYBER HIGH
<p>"Client": El Camino Real Alliance, Alternative Education Programs Attn: David Hussey, Executive Director, or Authorized Designee 5440 Valley Circle Blvd., Woodland Hills, Ca. 91367 Phone: (818) 888-7050 Email: d.hussey@ecrchs.net</p>	<p>"FCSS" or "Cyber High": Fresno County Superintendent of Schools Attn: Rob Cords, Director, Cyber High Fresno County Superintendent of Schools 1111 Van Ness Avenue, Fresno, CA 93721 Phone: (559) 265-4067 Email: rcords@fcoe.org</p>
CONTRACT TERM (see § 3.1)	
"Effective Date": June 9, 2021	"Termination Date": June 8, 2024
CYBER HIGH PRODUCTS. FCSS shall provide to Client each "Cyber High Product" that is marked below, collectively "Cyber High Products" (<i>mark each applicable</i>):	
<p><input type="checkbox"/> District Level Agreement <input type="checkbox"/> School Site Level Agreement <input checked="" type="checkbox"/> Other: <u>Special Program</u></p> <p><i>All High School Students Enrolled at the Following Sites/Programs are to be Included Under this Agreement:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>Alternative Education Programs: The scope of this agreement is intended to provide access for students within the alternative education setting of El Camino Real Charter High School; such as independent study, continuation, credit recovery and accrual students, etc. Although the student body of the comprehensive site are not included in this agreement, they can be added at an additional cost upon request.</p> </div> <p><input checked="" type="checkbox"/> "Cyber High Courses": Access by Client Users to all courses, curriculum, tools, and resources available on-line on Cyber High. Cyber High Courses do not include Supplementary Materials (see Section 1.2.7, General Terms and Conditions).</p> <p><input checked="" type="checkbox"/> "Professional Development Training": Upon request by Client, FCSS will provide professional development training for Client Users at a maximum rate of one training per Contract term at Client's District Office or another mutually agreeable location. Client will be separately invoiced for \$500 upon training completion.</p> <p><input checked="" type="checkbox"/> "Grade Report": Upon Client User Student passing a five unit course, FCSS will make Official Grade Report digitally available to the Student's school of record. It is incumbent upon each Client User to ensure that Cyber High courses have been added to the approved course list of each contracting school so that proper credit may be awarded to Client User Student upon course completion.</p> <p><input checked="" type="checkbox"/> "Client User Support": FCSS will provide support to Client Users via telephone and email Monday through Friday, except for holidays and periods of closure, during FCSS' normal business hours.</p> <p><input checked="" type="checkbox"/> "Other Products" (specify): <u>Inclusive of attached Exhibit A</u></p>	
CONTRACT AMOUNT. Client shall pay each "Plan Payment" that is marked below (collectively "Contract Amount") to FCSS (<i>mark and complete as applicable, and attach exhibit if required</i>):	PAYMENT SCHEDULE. Client shall pay the Contract Amount to FCSS according to the following "Payment Schedule" (<i>mark and complete as applicable</i>):
<p><input checked="" type="checkbox"/> PLAN PAYMENT YEAR 1 – UNLIMITED USE PLAN: \$9,500.00</p> <p><input checked="" type="checkbox"/> PLAN PAYMENT YEAR 2 – UNLIMITED USE PLAN: \$9500.00</p> <p><input checked="" type="checkbox"/> PLAN PAYMENT YEAR 3 – UNLIMITED USE PLAN: \$9,500.00</p>	<p><input checked="" type="checkbox"/> SCHEDULE 1/PLAN PAYMENT YEAR 1: <u>Entire amount of Plan Payment Year 1 due within 30 days of the "Effective Date" of this contract.</u></p> <p><input checked="" type="checkbox"/> SCHEDULE 2/PLAN PAYMENT YEAR 2: <u>Entire amount of Plan Payment Year 2 due within 30 days of July 1, 2022</u></p> <p><input checked="" type="checkbox"/> SCHEDULE 3/PLAN PAYMENT YEAR 3: <u>Entire amount of Plan Payment Year 3 due within 30 days of July 1, 2023</u></p>

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a “**Party**” and collectively as the “**Parties**,” have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

FCSS

By: _____
David Hussey, Executive Director
or Authorized Designee

By: _____
Jim Yovino, Superintendent
or Authorized Designee

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Indemnity
- Article 5 Dispute Resolution
- Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively “**Cyber High**”).
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties’ rights and obligations relating to the Cyber High Products and this Agreement

SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 CLIENT USERS. Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually “**Client User**” and collectively “**Client Users**”) shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 USE LICENSE. FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively “**FCSS Product**”) and such FCSS Product shall remain FCSS’ property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

- 1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.
- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
- 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively “**Confidential Materials**”) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student’s records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student’s records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g (“FERPA”) and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student’s rights of confidentiality. To the extent FCSS will have access to “education records” for Client’s Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

SECTION 1.7 DISPOSITION OF DATA. During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, **WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.**

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

ARTICLE 2 PAYMENT.

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30th day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will issue and mail the Official Course and/or Unit completion Grade Report to the registrar of the Client User's permanent school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing District policy.

EXHIBIT A

Multi-Year Contract Extension Option

1. **General.** The annual cost of the Cyber High Unlimited Use Plan is determined by a proprietary formula designed to help predict Client User system demand in order to offset programmatic costs incurred by FCSS. One of the factors used in this formula is a school site and/or district's cumulative high school ADA as reflected by the latest published School Accountability Report Card (SARC).

The offer made by FCSS to extend a multi-year contract option to Client User with a rate lock using the current pricing formula does not preclude rate adjustments based on changes to school site and/or district ADA. Prior to FCSS issuing each year's invoice within the contractual term, ADA will be monitored for changes and the following year's contractual charge will be adjusted accordingly.

The rate lock is intended to preclude changes to the formula and/or percentage increases to the base rate to help provide both financial stability for your district as well as programmatic continuity for Students and staff.

2. **Payment.** Payment to FCSS for Cyber High services is to be made by Client on an annual basis. The entire amount of Plan Payment Year 1 is due within 30 days of the "Effective Date" of this contract. For each new Year of the contract term, Client will be invoiced at least 60 days prior to the "Effective Date" reflecting the cost of that year's agreement with the balance indicated due when and as stipulated on the Cover under Payment Schedule.
3. **Disclaimer.** As a public agency, should for any reason FCSS no longer be able to provide Cyber High services, FCSS reserves the right to terminate the contract extension with at least one year of written notification to Client.

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Cover Sheet

Discuss and Vote on Microsoft Education Platform Contract

Section: IV. School Business
Item: D. Discuss and Vote on Microsoft Education Platform Contract
Purpose: Vote
Submitted by:
Related Material:
Enrollment Agreement Microsoft.pdf
El Camino Real Alliance - Q-309504 - Microsoft Enterprise Agreement (EA), MPSA &
Select Plus _ Select - 2_17_2021 1_54 PM.pdf
ED Recommendation - Microsoft Contract.pdf

EL CAMINO REAL ALLIANCE

EXECUTIVE DIRECTOR RECOMMENDATION

BOARD MEETING DATE: March 25, 2021

AGENDA ITEM:

Microsoft Education Platform Contract

BRIEF SUMMARY OF THE ISSUE:

As a Microsoft Showcase School, ECR has used Microsoft applications such as Office, Windows operating system, Teams, and OneDrive. The contract would allow us to continue using these Microsoft applications for an additional three (3) years while allowing us to lock in the best price during that time period.

PERSONNEL INVOLVED:

Technology Department and Business Office.

FISCAL IMPLICATIONS (IF ANY):

The cost savings is spread out over the 3 year period: 30% discount for the first year, 20% discount for the second year, and 10% discount for the third year. The price for the first year is \$15,934.56; for the second year \$17,262.28; and the third year \$20,235.36. The prices identified for years 2 and 3 are approximations; the exact pricing will be provided at the start of each year.

IMPACT ON SCHOOL MISSION, VISION OR GOALS (IF ANY):

The use of Microsoft products has greatly enhanced and enabled ECR in its 21st Century Classroom initiative, and the use of the various applications has allowed the school to meet the challenges and needs associated with distance learning. ECR will continue to utilize Microsoft products for its technological needs when we return to in-person instruction.

OPTIONS OR SOLUTIONS:

N/A.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve the Microsoft Education Platform contract, for a period of three (3) years. The school has integrated the multiple Microsoft applications used in its daily instructional needs, and would like to continue its recognition as a Microsoft Showcase School.

PROPOSED MOTION:

Motion to approve the Microsoft Education Platform contract for a term of three (3) years.



Softchoice
 20 Mowat Avenue
 Toronto, ON M6K 3E8

Sales/Order desk
 Phone: (800) 268-7638
 Fax: (800) 268-7639

Quote	Q-309504
Date	17-Feb-2021

Quote

Ship To :
 Ryan Guinto
 El Camino Real Alliance
 5440 VALLEY CIRCLE BLVD
 WOODLAND HILLS, CA 91367-5949

Quote Prepared For	Ryan Guinto El Camino Real Alliance Phone: 818-595-7517 Email: r.guinto@ecrchs.net
Quote Sent By	Taylor Braun taylor.braun@softchoice.com Phone: 312-655-9002 Fax:
Anniversary Date	04-Apr-2021
Authorization Number	78220136
Agreement End Date	30-Apr-2021
Comments	

CAMSA EES - Renewal - Previous ENR # 78220136

Item #	Mfg Sku #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	5846		01-May-2021	30-Apr-2022	United States	Subscription	\$0.00	\$0.00
2000279361	9EA-00039	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	48		01-May-2021	30-Apr-2022	United States	Term License & Maintenance	\$36.76	\$1,764.48
2000279444	AAD-38400	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr	212		01-May-2021	30-Apr-2022		Subscription	\$66.84	\$14,170.08

2000400489		use discount code BD-119882-S5W0P4 in MOET for AAD-38400								
2000279449	AAD-38405	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	6800		01-May- 2021	30-Apr- 2022		Subscription	\$0.00	\$0.00
GROUP TOTAL										\$15,934.56

SUBTOTAL								\$15,934.56	
DELIVERY: Ground - 3 to 5 days								\$0.00	
State Tax								\$0.00	
Local Tax								\$0.00	
All currency in this quote is in (USD).								TOTAL	\$15,934.56

*Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time.
As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.*

Signature :

Name :

Title :

Date :

PO# : {{PO_es :signer1}}

US - California Education - Microsoft ESS (CAMSA) -
Please note all products priced in accordance to the CAMSA Microsoft contract.

Cage Code: 3DH15

DUNS: 929022028

TIN: 13-3827773



Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	67657015	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>	78220136		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input checked="" type="checkbox"/>	36 Full Calendar Months
--------------------------	-------------------------	-------------------------------------	-------------------------

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Education Platform Product” means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

“Education Qualified User” means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

“Expiration Date” means the date upon which the Enrollment expires.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Organization-wide Count” means the total number of Education Qualified Users in the Organization as listed in the “Licensing options; rights and restrictions” table included in this Enrollment.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. “Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution’s Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Student Count” means the total number of Students in the Organization as listed in the “Licensing options; license rights and restrictions” table included in this Enrollment.

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. **Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. **Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. **Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) **Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

- g. Annual orders.** Institution must submit annual orders as follows:
- (i) Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.
 - (ii) Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:
 1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
 2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
 3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.
 - (iii) Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.
- h. Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.
- i. How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- j. Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

- a. Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
 - (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution’s Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution’s Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution’s price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution’s request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
<input checked="" type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. **Qualifying systems Licenses.**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. **End of Enrollment term and termination.**

- a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. **If Institution elects not to renew.**
 - (i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select only one option.*

<input type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input checked="" type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution plus the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	<input checked="" type="checkbox"/>	212
2. Students	<input checked="" type="checkbox"/>	6800

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * El Camino Real Charter High School

Contact name: First* Ryan **Last*** Guinto

Contact email address* r.guinto@ecrchs.net

Street address* 5440 Valley Circle Blvd

City* Woodland Hills

State/Province* CA

Postal code* 91367-5949-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (818) 595-7500

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Ryan **Last*** Guinto

Contact email address* r.guinto@ecrchs.net

Street address* 5440 Valley Circle Blvd

City* Woodland Hills

State/Province* CA

Postal code* 91367-5949-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (818) 595-7500

Language preference. Choose the language for notices. English

This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

** indicates required field*

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Ryan **Last*** Guinto

Contact email address* r.guinto@ecrchs.net

Phone (818) 595-7500

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SoftChoice Corporation

Street address (PO boxes will not be accepted) * 314 W Superior Suite 301

City* Chicago

State/Province* IL

Postal code* 60654

Country* United States

Contact name: First* Licensing **Last*** Administrator

Phone 416-588-9002 ext. 2307

Contact email address* msselquestconfirmation@softchoice.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* Licensing Administrator</p> <hr/> <p>Printed name* Licensing Administrator</p> <p>Printed title*</p> <p>Date*</p>

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional Notices Contact
- (ii) Software Assurance Manager
- (iii) Subscriptions Manager
- (iv) Customer Support Manager (CSM) contact

- f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Electronically Submitted

Cover Sheet

Discuss and Vote on Promethean Smart Panel Purchase

Section:	IV. School Business
Item:	E. Discuss and Vote on Promethean Smart Panel Purchase
Purpose:	Vote
Submitted by:	
Related Material:	ED Recommendation - Promethean Panels.pdf

EL CAMINO REAL ALLIANCE

EXECUTIVE DIRECTOR RECOMMENDATION

BOARD MEETING DATE: March 25, 2021

AGENDA ITEM:

Promethean Smart Panel Phase 3 (Final)

BRIEF SUMMARY OF THE ISSUE:

The final phase of the Interactive Whiteboard rollout consists of purchasing 35 Promethean Smart Panels. This last phase would complete the Interactive Whiteboard rollout that is part of the 21st Century Classroom initiative that started in 2018. The last phase will standardize having an interactive whiteboard in every classroom.

PERSONNEL INVOLVED:

Technology Department, Technology Committee, Professional Development Advisory Committee, and Teachers.

FISCAL IMPLICATIONS (IF ANY):

The total amount including tax and CA e-waste fee for thirty-five (35) Promethean Panels is \$131,706.63.

IMPACT ON SCHOOL MISSION, VISION OR GOALS (IF ANY):

As part of the 21st Century Classroom initiative which was approved by the Board in 2018, the rollout of the Interactive whiteboards into classrooms is strategically deployed in three phases to ensure the genuine buy-in of teachers who would receive them. This will be the last phase and all classrooms will now come standard with an interactive whiteboard.

OPTIONS OR SOLUTIONS:

The technology department received three quotes from three different vendors and selected the most cost-effective solution.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve the purchase of the additional Promethean panels. This will allow us to have a panel in all classrooms, which we will be extremely beneficial as we go to a hybrid/in-person model of instruction.

PROPOSED MOTION:

Motion to approve the last phase of the Promethean Smart Panel purchase at the amount of \$131,706.63.