



## El Camino Real Alliance

### Board Meeting

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**Date and Time**

Monday October 26, 2015 at 4:30 PM

**Location**

El Camino Real CHS, Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367

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El Camino Real Charter High School Library 5440 Valley Circle Blvd Woodland Hills, CA 91367

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## Agenda

	Purpose	Presenter	Duration
<b>I. Opening Items</b>			
A. Call the Meeting to Order		Jonathan Wasser	2
B. Record Attendance and Guests		Terri Keas	2
C. Teacher/Student Presentation		Jonathan Wasser	5
D. Charter Oversight Committee Update		Jonathan Wasser	5
E. Public Comment on Non-Agenda Items and Agenda Items		Jonathan Wasser	5
F. Committee and Board Updates		Jonathan Wasser	5
G. Discussion on Board Technology	Discuss	Fernando Delgado	5
H. Discussion on Board agenda order and priorities	Discuss	Jonathan Wasser	5
I. Discussion on bylaws, voting and membership	Discuss	David Fehte	5
J. Discussion about Board Meeting Time	Discuss	Peter Vastenhold	5
<b>II. Governance</b>			
A. Discussion regarding identifying potential board positions and procedures for filling positions	Discuss	Jonathan Wasser	5
B. Review and approve September 16, 2015 regular board meeting minutes	Approve Minutes	Jonathan Wasser	5
C. Review and approve September 16, 2015 special board meeting minutes	Approve Minutes	Jonathan Wasser	5
D. Approval of the Pledge of Allegiance to future board meetings	Vote	Jonathan Wasser	5
<b>III. Policies</b>			
A. Review and Approval of the Progressive Discipline Policy	Vote	Marshall Mayotte	5
B. Review and Approval of the Uniform Complaint Procedure	Vote	Marshall Mayotte	5
C. Review and Approval of the Staff / Student Interaction Policy	Vote	Marshall Mayotte	5
<b>IV. Financial</b>			
A. Review and approval of the July check register	Vote	Marshall Mayotte	5
B. Review and approval of the August check register	Vote	Marshall Mayotte	5
C. Review and approval of the types of CDs the ECRA Schwab investment account may invest	Vote	Marshall Mayotte	5

<b>D.</b> Approval to switch business banking relationships to Hanmi Bank by January 1, 2016	Vote	Marshall Mayotte	5
<b>E.</b> Approval to delegate authority to ED Fehte to executive transition to Hanmi Bank	Vote	Marshall Mayotte	5
<b>F.</b> Approval of ED Fehte to open a line of credit of up to \$5MM with Hanmi Bank	Vote	Marshall Mayotte	5
<b>G.</b> Approval to open three Hanmi bank accounts for ECRA's operations	Vote	Marshall Mayotte	5
<b>H.</b> Approval to authorize AP Halski, AP Bennett and ED as check signers on the Hanmi Accounts	Vote	Marshall Mayotte	5
<b>I.</b> Approval to authorize CBO to close all Pacific Western Bank Accounts by December 31, 2015	Vote	Marshall Mayotte	5
<b>J.</b> Review and approval of the purchase of 7401 Shoup property	Vote	Marshall Mayotte	5
<b>K.</b> Approval of Pacific Charter School Development to oversee the improvements of 7401 Shoup property	Vote	Marshall Mayotte	5
<b>L.</b> Educator Effectiveness Funding Update	FYI	Marshall Mayotte	5
 <b>V. Administrators</b>			
<b>A.</b> Update from Academic Administrators	FYI		5
<b>B.</b> Update from Business Administrators	FYI	Marshall Mayotte	5
<b>C.</b> Update from Executive Director	FYI	David Fehte	5
 <b>VI. Other Business</b>			
<b>A.</b> Future Agenda Items	Discuss	Jonathan Wasser	5
<b>B.</b> Closed Session - Public Employee Discipline/Dismissal/Release	FYI	David Fehte	20
 <b>VII. Closing Items</b>			
<b>A.</b> Adjourn Meeting	Vote		

# Cover Sheet

## Review and approve September 16, 2015 regular board meeting minutes

**Section:** II. Governance  
**Item:** B. Review and approve September 16, 2015 regular board meeting minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on September 16, 2015

APPROVED

# EL CAMINO REAL CHARTER HIGH SCHOOL

## El Camino Charter High School

### Minutes

#### Board Meeting

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**Date and Time**

Wednesday September 16, 2015 at 5:00 PM

**Location**

El Camino Real CHS, Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367

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**Directors Present**

Jackie Keene, Jonathan Wasser, Odus Caldwell, Peter Vastenhold

**Directors Absent**

Dennis Thompson, Obie Slamon

**Guests Present**

David Fehte, Duc Quach, Fernando Delgado, Janelle Raney, Marshall Mayotte, Melanie Horton, Terri Keas

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**I. Opening Items****A. Call the Meeting to Order**

Jonathan Wasser called a meeting of the board of directors of El Camino Charter High School to order on Wednesday Sep 16, 2015 @ 5:12 PM at El Camino Real CHS, Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367.

**B. Record Attendance and Guests****C. Public Comment on Non-Agenda Items and Agenda Items****D. Committee and Board Updates**

Community meetings will be held one hour before Board meetings.  
No current committee reports.

**E. UTLA's Initial Proposal for Bargaining a CBA on behalf of certificated employees of ECRCHS**

**F. ECRCHS' Initial Proposal for Bargaining a CBA with UTLA**

Jackie Keene made a motion to approve the initial proposal of the collective bargaining agreement by ECRCHS to UTLA.

Peter Vastenhold seconded the motion.

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

**II. Governance**

**A. Review and approve August 26, 2015 Board meeting minutes**

**B. Board President Election**

Peter Vastenhold made a motion to approve to change the title from Board President to Board Chair.

Odus Caldwell seconded the motion.

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

**III. Administrators**

**A. Student Achievement Data Update**

Marshall Mayotte gave a student achievement data update.

**B. Update from Academic Administrators**

None

**C. Update from Business Administrators**

Marshall Mayotte gave an update from the Business Administrators.

**D. Update from Executive Director**

Executive Director Dave Fehnte gave an update on ECR.

**IV. Financial**

**A. Allowing the school to provide awards to students**

**B. Providing Microsoft Surface Pros to the unduplicated population status update**

**C. Allow the CBO to form a committee that can approve a Food Service Management Contract for 2015-16**

Jackie Keene made a motion to approve to allow the CBO to form a committee to approve a food service management contract for 2015-16.

Odus Caldwell seconded the motion.

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

**D. Review and approval of the June check register**

Jackie Keene made a motion to approve the June check register.

Odus Caldwell seconded the motion.

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

**E. Approve to enter into due diligence studies and negotiations for the purchase of a new site**

Jackie Keene made a motion to to approve to enter into due diligence to submit a letter of intent to purchase a nearby site, which would require a \$100,000.00 deposit refundable as long as ECRCHS responds by 10/23/15, even if ECRCHS decides not to go forward with the purchase.

Odus Caldwell seconded the motion.

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

**F. Approval to engage SEIA as our Third Party Administrator for the ECRA Schwab investment account**

Peter Vastenhold made a motion to approve to engage SEIA as the TPA for the ECRA Schwab investment accounts in CD's available to institutional investors.

Jackie Keene seconded the motion.

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

**G. Review and approval of revision to the Conflict of Interest Bridge Policy**

Jackie Keene made a motion to review and approve the revision of the Conflict of Interest bridge policy.

Peter Vastenhold seconded the motion.

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

**H. Review and approve the Charter Renewal Petition & a Resolution for submission of the Renewal Charter**

Peter Vastenhold made a motion to approve the Charter Renewal petition and resolution for submission of the renewal Charter, to be submitted to LAUSD on Friday, September 18, 2015.

Odus Caldwell seconded the motion.

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

**I. Approval to authorize the CBO to extend the line of credit with Pacific Western Bank another year**

Jackie Keene made a motion to approve to authorize the CBO to renew the credit line with Pacific Western Bank.

Peter Vastenhold seconded the motion.

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

**J. Special Education Update**

**V. Closing Items**

**A. Adjourn Meeting**

Peter Vastenhold made a motion to adjourn the meeting.

Odus Caldwell 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 6:44 PM.

Respectfully Submitted,  
Terri Keas

# Cover Sheet

## Review and approve September 16, 2015 special board meeting minutes

**Section:** II. Governance  
**Item:** C. Review and approve September 16, 2015 special board meeting minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on September 16, 2015



APPROVED



## El Camino Charter High School

### Minutes

#### Board Meeting

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**Date and Time**

Wednesday September 16, 2015 at 4:45 PM

**Location**

El Camino Real CHS, Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367

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**Directors Present**

Jackie Keene, Jonathan Wasser, Odus Caldwell, Peter Vastenhold

**Directors Absent**

Dennis Thompson, Obie Slamon

**Guests Present**

David Fehte, Duc Quach, ECR Teachers, Fernando Delgado, Janelle Raney, Marshall Mayotte, Melanie Horton, Shukla Sarkar, Terri Keas, Yvonne Halski

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**I. Opening Items****A. Call the Meeting to Order**

Jonathan Wasser called a meeting of the board of directors of El Camino Charter High School to order on Wednesday Sep 16, 2015 @ 5:01 PM at El Camino Real CHS, Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367.

**B. Record Attendance and Guests****II. Governance****A. Accept the LAUSD Material Revision to recognize the ECR Alliance.**

Odus Caldwell made a motion to Accept the LAUSD Material Revision to recognize the ECR Alliance.

Peter Vastenhold seconded the motion.

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

**B. Approve cash flow loans to K-8 Charter Schools**

Jackie Keene made a motion to approve two-year cash flow loans of \$500,000.00 each for start-up funds for the two K-8 Charter Schools, at 0% interest, as requested by LAUSD.

Odus Caldwell seconded the motion.

The board **VOTED** to approve the motion. Ayes: Jackie Keene, Odus Caldwell, Jon Wasser Abstain: Peter Vastenhold.

**C. Approve a loan of up to \$500,000.00 for the Oso K-8 Charter School.**

Jackie Keene made a motion to approve cash flow loans of up to \$500,000.00 at 0% interest to the Oso K-8 Charter School at 0% interest.

Odus Caldwell seconded the motion.

The board **VOTED** to approve the motion. Ayes: Jackie Keene, Odus Caldwell and Jon Wasser Abstained: Peter Vastenhold.

**III. Closing Items**

**A. Adjourn Meeting**

Odus Caldwell made a motion to adjourn the meeting.

Jackie Keene 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 5:12 PM.

Respectfully Submitted,  
Terri Keas

# Cover Sheet

## Review and Approval of the Progressive Discipline Policy

**Section:** III. Policies  
**Item:** A. Review and Approval of the Progressive Discipline Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Progressive Discipline Policies.docx

**Tardy Policy:**

- 5 tardies to any one period will result in 1 day detention

Not attending detention:

- 1st miss = detention doubled, so 2 days
- 2nd miss= detention doubled again, so 4 days and a phone call home
- 3rd miss = defiance and will now require a parent conference

Ms. Ring and/ or the Deans will hold a parent conferences to determine if it requires another level of a consequence.

**Anger Management: Wednesdays 3:30-4:15 room S-11, Ms. Kolker**

Deans may assign Anger Management classes as part of our progressive discipline policy. Students who cause/create a school scene that involves a large crowd will be assigned a minimum of 3 sessions. Naturally parent contact will be made first. This may be a phone call or a conference depending on the severity of the incident.

Not Attending AM sessions:

- 1st miss = adding one more session
- 2nd miss= adding 2 more sessions and a parent phone call
- 3rd miss = adding 3 more sessions and a parent conference

Ms. Ring and/ or the Deans will hold a parent conferences to determine if it requires another level of a consequence.

**Tarzana Treatment: Mondays 3:30-4:15 room S-11 with David Katz, Tarzana Youth Counselor**

Students who are under the influence at school or have paraphernalia on them at school will be assigned sessions, minimum of 5 sessions. A parent conference will be held first.

Not Attending sessions:

- 1st miss = adding one more session
- 2nd miss= adding 2 more sessions and a parent phone call
- 3rd miss = adding 3 more sessions and a parent conference

Ms. Ring and/ or the Deans will hold a parent conferences to determine if it requires another level of a consequence.

# Cover Sheet

## Review and Approval of the Uniform Complaint Procedure

**Section:** III. Policies  
**Item:** B. Review and Approval of the Uniform Complaint Procedure  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** El Camino Real Alliance UCP vFinal.doc

## UNIFORM COMPLAINT POLICY AND PROCEDURES

### Scope

El Camino Real Alliance and any charter schools operated thereunder comply with applicable federal and state laws and regulations. Hereafter, El Camino Real Alliance charter schools shall be referred to as “ECRA.” ECRA acts as the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

- (1) Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, ancestry, color, disability, ethnic group identification, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any ECRA program or activity; and
- (2) Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, Consolidated Categorical Aid Programs, Migrant Education, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, and Special Education Programs.
- (3) A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. “Educational activity” means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
  - b. “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
    - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

- iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
  - c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.
  - d. If ECRA finds merit in a pupil fees complaint it shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by ECRA to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
  - e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
- (4) Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.

ECRA acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible] the confidentiality of the parties and the integrity of the process. ECRA cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, ECRA will attempt to do so as appropriate. ECRA may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Assistant Principal on a case-by-case basis.

ECRA prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of unlawful discrimination, harassment, intimidation or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

#### Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure ECRA's compliance with law:

Yvonne Halski  
Assistant Pricnipal  
5440 Valley Circle Blvd.  
Woodland Hills, CA 91367  
(818) 595-7500

The Assistant Principal or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Assistant Principal.

Should a complaint be filed against the Assistant Principal, the compliance officer for that case shall be the Chair of the El Camino Real Alliance Board of Directors.

### Notifications

The Assistant Principal shall annually provide written notification of ECRA's uniform complaint procedures to employees, students, parents and/or guardians, advisory committees, private school officials and other interested parties (e.g., Adult Education).

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in ECRA speak a single primary language other than English.

The Assistant Principal shall make available copies of ECRA's uniform complaint procedures free of charge.

### The annual notice shall include the following:

- (a) A statement that ECRA is primarily responsible for compliance with federal and state laws and regulations.
- (b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.
- (d) A statement that the complainant has a right to appeal the ECRA's decision to the CDE by filing a written appeal within 15 days of receiving the ECRA's decision.
- (e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.
- (f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

### Procedures

The following procedures shall be used to address all complaints which allege that ECRA has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- Step 1: Filing of Complaint



Any individual, public agency, or organization may file a written complaint of alleged noncompliance by ECRA.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, ECRA staff shall assist him/her in the filing of the complaint.

- Step 2: Mediation

Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend ECRA's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide ECRA's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

ECRA's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- Step 4: Response

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of ECRA's investigation and decision, as described in Step #5 below, within sixty (60) days of ECRA's receipt of the complaint.

- Step 5: Final Written Decision

ECRA's decision shall be in writing and sent to the complainant. ECRA's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion(s) of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of ECRA's expectations. The report shall not give any further information as to the nature of the disciplinary action.

### Appeals to the California Department of Education

If dissatisfied with the decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of ECRA's decision.

Upon notification by the CDE that the complainant has appealed ECRA's decision, the Assistant Principal shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by ECRA, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the ECRA's complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by ECRA when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which ECRA has not taken action within sixty (60) days of the date the complaint was filed with the ECRA.

### Civil Law Remedies

A complainant may pursue available civil law remedies outside of ECRA's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if ECRA has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

**UNIFORM COMPLAINT PROCEDURE FORM**

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of Alleged Violation: \_\_\_\_\_

**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- Adult Education
- Career/Technical Education
- Child Development Programs
- Consolidated Categorical Programs
- Migrant and Indian Education
- Pupil Fees
- Nutrition Services
- Special Education
- Local Control Funding Formula

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- Age
- Ancestry
- Color
- Disability (Mental or Physical)
- Ethnic Group Identification
- Gender / Gender Expression / Gender Identity
- Genetic Information
- National Origin
- Race or Ethnicity
- Religion
- Sex (Actual or Perceived)
- Sexual Orientation (Actual or Perceived)
- Based on association with a person or group with one or more of these actual or perceived characteristics

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

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2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

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3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.  Yes  No

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

Mail complaint and any relevant documents to:

Yvonne Halski  
Assistant Principal  
5440 Valley Circle Blvd.  
Woodland Hills, CA 91367  
(818) 595-7500

# Cover Sheet

## Review and Approval of the Staff / Student Interaction Policy

**Section:** III. Policies  
**Item:** C. Review and Approval of the Staff / Student Interaction Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Staff Student Interaction Policy.docx

## **El Camino Real Charter High School Staff/Student Interaction Policy**

El Camino Real Charter High School (hereinafter, “ECRCHS” or the “School”) recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of ECRCHS personnel:

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - 1. Stopping a student from fighting with another student;
  - 2. Preventing a pupil from committing an act of vandalism;
  - 3. Defending yourself from physical injury or assault by a student;
  - 4. Forcing a pupil to give up a weapon or dangerous object;
  - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
  
- B. Examples of PROHIBITED actions (corporal punishment)
  - 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  - 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
  - 3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all ECRCHS faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

#### Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.



- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

#### Cautionary Staff/Student Behaviors

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)**

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.

- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

By signing below, I certify that I have received a copy of the El Camino Real Charter High School (“ECRCHS”) Staff/Student Interaction Policy, and I have carefully read and agree to abide by its contents.

# Cover Sheet

## Review and approval of the July check register

**Section:** IV. Financial  
**Item:** A. Review and approval of the July check register  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** ECRHS-Check Register-2015-07.pdf

**Check Register**



**El Camino Real High School**  
**July 2015**

Grand Total 2,846,854.50

Vendor	Check Number	Date	Description	Check Amount
Maxim Staffing Solutions	10102	7/1/2015	06/15 - LVN One on One for SPED	367.50
Jostens	10009	7/1/2015	Championship Rings	2,996.19
Revolution Foods, Inc.	10010	7/1/2015	06/15 - Meals	4,520.55
PCM-G	10011	7/1/2015	Microsoft Surfaces	7,353.18
Los Angeles County Department of Public Health	10012	7/1/2015	Food Safety Inspections in Public Schools (Inspection)	155.00
MPS	10013	7/1/2015	Psychology in Everyday Life HS D Myers Blank Answer Docs, Digital Proc Answer Docs, Score	16.48
Educational Data Systems	10014	7/1/2015	File, 2015 Physical Fitness Test	619.94
MPS	10015	7/1/2015	Textbook	5,157.06
MPS	10016	7/1/2015	Textbook	985.28
College Board	10017	7/1/2015	Spring Board Subscription	3,282.26
McCalla Company	10018	7/1/2015	Custodial Supplies	1,184.83
Montanez, Pedro	10019	7/1/2015	Drill Coaching Services	375.00
Susan Shin Consulting	10020	7/1/2015	06/15 - Consulting Services	1,007.50
Canon Solutions America	10021	7/1/2015	Grademaster 600 Gold Maintenance	75.39
Department of Justice (State of CA)	10022	7/1/2015	07/15 - Fingerprints apps	32.00
Advanced Office Automation, Inc.	10023	7/1/2015	Excess copy charges	420.12
Law Offices of Young, Minney & Corr, LLP	10025	7/1/2015	Consulting Services	4,837.07
Herff Jones Company	10117	7/1/2015	Girls Soccer Championship Rings	4,489.08
Feddersen & Company, LLP	10001	7/1/2015	Professional Services: Prep of Annual ADA Audit	5,745.00
Vista Paint Corporation	10002	7/1/2015	Paint Supplies	59.39
Vista Paint Corporation	10003	7/1/2015	Paint Supplies	122.82
Kelly Services, Inc.	10004	7/1/2015	Substitute teachers through 11/23/2014	948.40
Smart & Final	10005	7/1/2015	Food Supplies for Foods Class	395.10
Taft Charter High School Student Body	10006	7/1/2015	West Valley League Diving Fees	30.00
Advanced Office Automation, Inc.	10008	7/1/2015	Excess Copies-Black Product #5FEBLK	200.73
Los Angeles Unified School District	10028	7/1/2015	Special Ed Services	628.52
Los Angeles Unified School District	10029	7/1/2015	Special Ed Services	1,636.03
Los Angeles Unified School District	10030	7/1/2015	Special Ed Services	1,336.68
AP Exams	10031	7/1/2015	Balance for used AP Exams	2,259.00
Mutual of Omaha	10053	7/1/2015	07/15 - Voluntary Disability Insurance	2,237.99
The Help Group-North Hills Prep School	10058	7/1/2015	05/15 - Special Ed Services	3,266.29
CIF LA City Section	10059	7/1/2015	2015-16 Annual Dues/Fees To CIF LA City Section	9,410.00
Truitt, Christopher	10060	7/1/2015	Instruction	2,000.00
Herff Jones Company	10064	7/1/2015	Championship Rings	3,243.76
US Life Insurance Co of NY	10065	7/1/2015	06/15 - Voluntary Life Insurance	620.36
US Life Insurance Co of NY	10066	7/1/2015	05/15 - Voluntary Life Insurance	620.36
Team Play Events	10072	7/1/2015	Senior Picnic 9/8/15	5,940.57
The Shredders	10082	7/1/2015	06/15 - Shredding	124.00
Kelly Services, Inc.	10083	7/1/2015	Substitute Teachers	2,168.40
Child and Family Guidance	10087	7/1/2015	Special Ed Services	2,863.23
Deny Sportswear	10090	7/1/2015	Awards, T Shirts, Plaques (Trust)	709.75
AT&T	10093	7/1/2015	Communication Services	435.52
American Heritage Life Insurance	10118	7/1/2015	07/15 - Supplemental Health Insurance	1,491.92
The Help Group-Summit View	10133	7/1/2015	05/15 Special Ed Services	2,910.56
Buddy's All Stars	10137	7/1/2015	Football Uniforms Jerseys	15,528.80
Los Angeles Unified School District	10149	7/1/2015	06/15 Security - LAUSD Police for Graduation	674.64
CompuClaim	10159	7/1/2015	06/15 - MeduClaim Procedure "LEA" Billing Option	77.11
Buddy's All Stars	10173	7/1/2015	Speed Hurdles, Reaction Balls	84.93
Flinn Scientific Inc.	10219	7/1/2015	Lab Supplies	91.87
Staples	10229	7/1/2015	Toner	182.31
FACT	10101	7/2/2015	06/15 - Bll Services for S Hulugalle	2,660.53
Verizon Wireless	10069	7/7/2015	Communication Services	1,862.39
PC Mall Gov.	10081	7/7/2015	(10) Microsoft Surfaces	8,880.80
Jules Seltzer Associates	10088	7/7/2015	File	2,149.50
Child and Family Guidance	10026	7/8/2015	Special Ed Services	2,454.15
Academic Cap & Gown	10033	7/8/2015	Keepers Royal Polyester Cap and Gown	13,777.61
Arthur J. Gallagher & Co.	10054	7/8/2015	7/1/15 - 7/1/16 Catastrophic Student Accident	13,756.00
MPS	10212	7/8/2015	AP Environmental Science Textbooks	6,630.00
Herff Jones Inc.	10007	7/9/2015	Yearbooks	17,112.25
Procopio, Cory, Hargreaves & Savitch	10032	7/9/2015	06/15 - Legal Services	7,001.00
PARS	10062	7/9/2015	05/15 - PARS Admin Fee	306.00
Advanced Office Automation, Inc.	10073	7/10/2015	Freight Charges	15.00
FedEx	10086	7/10/2015	Communication Services	240.08
Staples	10230	7/10/2015	CD Holder, Pencils, Paper, Notebooks, Etc.	95.78
Staples	10231	7/10/2015	Toner	182.31
Staples	10232	7/10/2015	Toner, Post-Its, Tissue, White Out, Pencils, Sharpies,	3,395.12
Staples	10234	7/10/2015	Paper	2.62
Staples	10235	7/10/2015	Rubber Bands, Paper Clips, Sharpies, Paper	63.56
Staples	10237	7/10/2015	Labels	264.54
The Cruz Center	10027	7/13/2015	Special Ed Services	440.00
Curry, William	10034	7/13/2015	Paint Services	2,610.00
Advanced Office Automation, Inc.	10076	7/13/2015	Excess copy charges	120.72

Vendor	Check Number	Date	Description	Check Amount
The Help Group-North Hills Prep School	10135	7/13/2015	06/15 Special Ed Services	1,375.28
			Manual Check for erroneous Allstate American	
Shelley Mark	M1726	7/13/2015	Heritage Life Insurance for 38 months since 5/13 & over	2,230.17
Los Angeles Unified School District	10106	7/14/2015	Special Ed Services	2,052.75
Unum Life Insurance Company of	10057	7/14/2015	08/15 - Insurance Coverage Premium	3,927.32
Three Ninety Branding	10074	7/14/2015	Uniform	4,064.70
KAP7 International, Inc.	10116	7/15/2015	Large Ball Bag	904.06
Pacific Charter School Development	10000	7/15/2015	06/15 - Feasibility Study	5,500.00
Buddy's All Stars	10138	7/15/2015	Wrms Basketballs	285.69
Margaret Valentine	M1727	7/15/2015	Manual Check for Payroll 7/15 Valentine	2,879.43
(blank)	DB071615	7/16/2015	Biztech IT consultancy private limi IAT Paypal	3,265.00
CCSA Employee Welfare Benefit Trust	10055	7/16/2015	08/15 - Health Benefits	273,091.20
Benefit and Risk Management Services	10056	7/16/2015	08/15 - FSA Admin Fee	238.00
Hess & Associates	10085	7/16/2015	Q4 14/15 - CalSTRS/CalPERS Retirement Reporting	1,775.00
(blank)	DB150720	7/16/2015	Intuit QBooks/Pro 5339446	154.98
Steve Kingery	M1729	7/16/2015	Expense Reimb check accr 6/30, not paid by Ex-Ed	1,097.14
			Replacemnt Charter (Ex-Ed) Check to L Delgado, 6/30	
Lance Delgado	M1730	7/16/2015	accr expenses, check was ripped at USPS	1,690.00
(blank)	M1731	7/16/2015	Acct 157144 800 Chemistry Books	171,147.44
US Life Insurance Co of NY	10067	7/17/2015	07/15 - Voluntary Life Insurance	620.36
Turf Team, Inc.	10079	7/17/2015	Sports Field Maintenance.	2,510.00
Staples	10179	7/17/2015	Lectern	155.97
Staples	10180	7/17/2015	Folders, Pads, Post-Its, Highlighters, Markers	84.75
El Camino Real Alliance Pub Sch Emp				
Retirement Health Care Benefits Trust	10114	7/20/2015	Retiree Benefits	999,999.00
Webinopoly	10063	7/20/2015	07/15 - Web Design	625.00
Phillips & Associates	10068	7/20/2015	Consulting Services	2,500.00
The Help Group-Summit View	10134	7/20/2015	06/15 Special Ed Services	1,455.28
Kelly Services, Inc.	10222	7/20/2015	Substitute Teachers Through 07/19/15	128.68
(blank)	DB150720-2	7/20/2015	Intuit QBooks/Pro 6639362	998.98
Milliman	10089	7/21/2015	Professional Services	13,000.00
Eastbay Team Sales	10188	7/22/2015	White Spat Socks	794.44
Vista Paint Corporation	10077	7/22/2015	Paint Supplies	236.95
LAVA Los Angeles Volleyball Academy	10091	7/22/2015	Tournament Entry Fee	250.00
PARS	10061	7/23/2015	06/15 - PARS	483.66
Jules Seltzer Associates	10120	7/23/2015	Tables, Chairs, Bookcase, File Drawers	12,846.86
Buddy's All Stars	10174	7/23/2015	Soccer Balls	2,104.83
El Camino Real Charter High School	10115	7/24/2015	Transfer to Charles Schwab	1,000,000.00
Child and Family Guidance	10143	7/24/2015	06/15 - Special Ed Services S Diamond	439.35
Advanced Office Automation, Inc.	10244	7/24/2015	07/15 - Excess Copies	50.87
Terrence Fischer	10035	7/27/2015	Fischer, Terrence-Chk#10035	559.60
Terrence Fischer	10036	7/27/2015	Registration Fee	438.35
American Express	10037	7/27/2015	American Express-Chk#10037	18,711.22
American Express	10038	7/27/2015	American Express-Chk#10038	27,458.72
Fernando Delgado	10039	7/27/2015	Computers for College Office, Monitors; accrued in 14-	16,517.54
Fernando Delgado	10040	7/27/2015	Computers, Computer Accessories; accrued in 14-15	12,969.94
Fernando Delgado	10041	7/27/2015	Delgado, Fernando-Chk#10041	2,992.40
Samantha Spencer	10042	7/27/2015	Spencer, Samantha-Chk#10042	1,194.43
Stephanie Franklin	10043	7/27/2015	Franklin, Stephanie-Chk#10043	1,545.98
Marilyn Brooks	10044	7/27/2015	Brooks, Marilyn-Chk#10044	1,552.76
Marilyn Brooks	10045	7/27/2015	Brooks, Marilyn-Chk#10045	206.39
Ali Mirbaha	10046	7/27/2015	Mirbaha, Ali-Chk#10046	31.91
Wendy Treuhaft	10047	7/27/2015	Treuhaft, Wendy-Chk#10047	133.43
Amy Meck	10048	7/27/2015	Meck, Amy-Chk#10048	250.00
Melanie Horton	10049	7/27/2015	Horton, Melanie-Chk#10049	1,571.68
Marshall Mayotte	10050	7/27/2015	Mayotte, Marshall-Chk#10050	3,719.94
Andrew Delgado	10051	7/27/2015	Reim: Batteries, Lock, Security Webcam	682.21
Get Lit-Words Ignite, Inc.	10092	7/27/2015	Get Lit Kit Program and Blitz 2015-28	1,000.00
American Heritage Life Insurance	10119	7/27/2015	08/15 - Supplemental Health Insurance	1,416.42
Kelly Services, Inc.	10163	7/27/2015	Substitute Teachers through 07/26/15	257.36
FedEx	10213	7/27/2015	Shipping	99.58
Advanced Office Automation, Inc.	10241	7/27/2015	07/15 - Excess Copies	217.78
Quach Duc	10052	7/28/2015	Travel Reimbursement: Meals, Taxi	158.27
CompuClaim	10160	7/28/2015	07/15 - MeduClaim Procedure "LEA" Billing Option	2,424.76
McCalla Company	10215	7/28/2015	Extractor Rental	327.00
Los Angeles Pierce College	10105	7/29/2015	Pierce Facility Lease for Swim Practice/Games	11,108.00
School Food Solutions L3C	10125	7/29/2015	08/15 - Food Service Administration	1,000.00
Flinn Scientific Inc.	10153	7/29/2015	Lab Supplies, Science Kits	2,429.20
McCalla Company	10155	7/29/2015	Proteam Proguard 20 Wet/Dry	838.21
Slam Jam Basketball	10193	7/30/2015	01/18/16 Tournament Entry Fee	75.00
Neda Shakeri Nouri	10070	7/30/2015	Tuition Refund	10,500.00
Tribune Printing Co.	10078	7/30/2015	2015-16 Activity Card	54.50
Azusa Pacific University	10152	7/30/2015	BTSA Reimbursement Barrie Gold	3,887.50
World Unispec	10157	7/30/2015	PE Uniforms	972.00
World Unispec	10158	7/30/2015	PE Uniforms	864.00
Apperson	10177	7/30/2015	Scantrons	256.84
Canyon HS ASB	10182	7/31/2015	10/20 - 10/31 Santa Clarita Cross Country Entry Fee	300.00
Mt. SAC Cross Country Invitational	10183	7/31/2015	10/24- 38th Mt. SAC Cross Country Entry Fee	350.00
Dana Running Foundation (Dana Hills)	10184	7/31/2015	9/20- 42nd Dana Hills Cross Country Entry Fee	45.00

Vendor	Check Number	Date	Description	Check Amount
Crescenta Valley High School	10108	7/31/2015	10/30/15 -Tournament Entry Fee	400.00
Chatsworth High School	10109	7/31/2015	08/22/15 -Tournament Entry Fee	325.00
Venice High School	10110	7/31/2015	09/12/15 - Tournament Entry Fee	275.00
Sylmar High School	10111	7/31/2015	10/10/15 - Tournament Entry Fee	550.00
World Unispec	10075	7/31/2015	Uniform	1,237.50
Susan Shin Consulting	10121	7/31/2015	07/15 - Website Consulting Services	1,395.00
Revolution Foods, Inc.	10124	7/31/2015	07/15 - Meals	5,462.16
The Shredders	10146	7/31/2015	07/15 -Shredding	164.00
Flinn Scientific Inc.	10154	7/31/2015	AP Chemistry Kit Bundle	722.60
Staples	10170	7/31/2015	Laser Diskettes, Mousepad	394.73
Bellarmine-Jefferson High School	10202	7/31/2015	09/26 - 42nd Bellarmine Cross Country Entry Fee	250.00
Wespac Plan Services, LLC	10205	7/31/2015	07/15 - Recordkeeping Fees	200.00
Alert+Services, Inc.	10211	7/31/2015	Athletics Medical Supplies	530.46
Clovis High School	10217	7/31/2015	10/10/15 - 37th Asics Cross Country Entry Fee	55.00
Staples	10236	7/31/2015	Keyboards, Batteries	74.64
Staples	10238	7/31/2015	Index Cards	5.55
Staples	10239	7/31/2015	Pens	193.48
Staples	10240	7/31/2015	Toner	182.31
Staples	10246	7/31/2015	Copy Paper	417.58

# Cover Sheet

## Review and approval of the August check register

**Section:** IV. Financial  
**Item:** B. Review and approval of the August check register  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** ECRHS-Check Register-2015-08.pdf

**Check Register**



**El Camino Real High School  
August 2015**

Grand Total 560,891.07

Vendor	Check Number	Date	Description	Check Amount
Naviance, Inc.	10126	8/1/2015	2015-16 ACT SAT PSAT Prep, College Readiness Curriculum	30,235.32
California Interscholastic Federation State Office	10140	8/1/2015	2015-16 CIF State Dues 08/01/15 - 07/31/16 - Professional Annual	2,462.67
School Gate Guardian	10147	8/1/2015	Maintenance and Support	425.00
Canon Financial Services, Inc.	10209	8/2/2015	09/01/15-11/30/15 Copier Lease	3,981.42
FACT	10080	8/3/2015	Special Ed Services	2,550.84
Sloan's Welding & Fabrication	10145	8/3/2015	School Sign	1,465.63
Alert+Services, Inc.	10172	8/3/2015	Ankle Braces	495.33
Jones, Isaac	10107	8/4/2015	College Scholarship	750.00
Canon Solutions America, Inc	10210	8/4/2015	08/01/15 - 10/31/15 Copier Maintenance	514.80
Smart & Final	10168	8/5/2015	Foods Class Summer 2015 - 07/06/15	835.28
LAUSD Civic Center Permit Office	10112	8/6/2015	08/15 - 10/15 - Use of Large Gym at Canoga HS	1,283.96
Cameron Maury	10095	8/6/2015	Maury, Cameron-Chk#10095	3,387.23
Adriana Wigodsky	10096	8/6/2015	Wigodsky, Adriana-Chk#10096	202.41
Stephanie Franklin	10097	8/6/2015	Scantron	847.92
Melanie Horton	10098	8/6/2015	Lunch for Charter Renewal Meeting on 07/01/15	192.99
Catherine Davis	10099	8/6/2015	Sewing Supplies	1,522.38
Karolina Mole	10100	8/6/2015	Posters, Charts, Bulletin Boards, etc	221.65
Jacqueline Mata	10094	8/6/2015	Mata, Jacqueline-Chk#10094	1,084.43
Fleetwood/Fernandez Architectural	10122	8/6/2015	07/15 - Professional Services	1,007.50
Turf Team, Inc.	10164	8/6/2015	07/15 - Baseball Field Maintenance	4,607.28
David Hussey	10104	8/7/2015	Hussey, David Lee-Chk#10104	928.50
Los Angeles Unified School District	10103	8/7/2015	Special Ed Services	1,445.25
McCalla Company	10156	8/7/2015	Squeege blades, Wet dry caps	182.53
Staples	10176	8/7/2015	Expo Markers	43.60
Procopio, Cory, Hargreaves & Savitch LLP	10189	8/10/2015	07/15 - Legal Services	169.00
Golden Rule Bindery	10190	8/10/2015	Textbook Rebinding	8,654.17
LeBlanc, Kathleen	10144	8/10/2015	Robotics Summer Camp Refund	175.00
Shibata, Jeffrey	10148	8/10/2015	Materials for Robotics Summer Camp 404	8,566.70
Conley, Victoria	10136	8/11/2015	Textbook Refund - Conley, Madison	66.00
Ayala High School	10139	8/11/2015	10/09-10/10 - Tournament Fee	340.00
Advanced Office Automation, Inc.	10242	8/11/2015	Toner	15.00
PARS	10328	8/11/2015	06/15 - PARS Admin Fees	306.00
Phillips & Associates	10162	8/12/2015	07/15 - Consulting Services	6,105.73
Advanced Office Automation, Inc.	10216	8/12/2015	Toner Shipping Charges	15.00
Reliable Floor Covering	10224	8/12/2015	Carpet Installation - Lisa Ring's Office	1,930.00
Advanced Office Automation, Inc.	10243	8/12/2015	07/15 - Excess Copies	133.53
Three Ninety Branding	10185	8/13/2015	ECR Blue Hooded Sweatshirt	2,237.40
Covantia, LLC	10024	8/13/2015	07/15 - Software Development and Integration	4,800.00
Covantia, LLC	10123	8/13/2015	07/15 - Software Development	4,800.00
IXL Learning	10178	8/13/2015	2015-16 IXL Membership	415.00
Rosalinda Montague	10127	8/14/2015	Montague, Rosalinda-Chk#10127	1,068.26
Lori Pratt	10128	8/14/2015	Pratt, Lori-Chk#10128	1,261.92
Vita Galvan-Roth	10129	8/14/2015	Galvan-Roth, Vita-Chk#10129	2,735.00
Ian McFarlin	10130	8/14/2015	McFarlin, Ian-Chk#10130	1,597.65
David Chae	10131	8/14/2015	Chae, David -Chk#10131	932.62
Jeremiah Wai	10132	8/14/2015	Wai, Jeremiah-Chk#10132	111.14
Leal, Leona	10142	8/14/2015	Textbook Refund	65.00
Lindamood-Bell Learning Processes	10166	8/14/2015	07/20 - 07/24/15 -Instruction: Rachel Saray	1,424.00
Lindamood-Bell Learning Processes	10167	8/14/2015	07/27 - 07/31/15 Instruction: Rachel Garay	1,780.00
FedEx	10214	8/14/2015	Shipping	317.84
Pacific Charter School Development	10084	8/15/2015	08/15 - Feasibility Study Fee	5,500.00
CCSA Employee Welfare Benefit Trust	10220	8/16/2015	09/15 - Health Benefits	291,380.97
Benefit and Risk Management Services	10221	8/16/2015	09/15 - FSA Admin Fee	238.00
Three Ninety Branding	10186	8/17/2015	PE Shirts	734.70
Kornerstone Technology	10192	8/17/2015	08/15 - Tech Services	625.00
Los Angeles Unified School District	10141	8/17/2015	FY14-15 Rent Alt Ed Leonis Campus	72,000.00
Webinopoly	10161	8/17/2015	Web Design	625.00
Allied Media Services	10204	8/17/2015	05/15 - Spring Concert DVDs	280.64
Kelly Services, Inc.	10218	8/17/2015	Substitute Teachers Through 08/16/15	4,305.85
Mutual of Omaha	10226	8/17/2015	09/15 - Voluntary Disability Insurance	2,030.64
US Life Insurance Co of NY	10227	8/18/2015	08/15 - Voluntary Life Insurance	620.36
Howard Spike	10150	8/19/2015	Spike, Howard-Chk#10150	476.64
Farrell Buchanan	10151	8/19/2015	08/31 - Manual Check Farrell Buchanan	126.67
Buddy's All Stars	10171	8/19/2015	Nike Polos	93.68



Vendor	Check Number	Date	Description	Check Amount
Three Ninety Branding	10187	8/20/2015	ECR Grey Sweatshirts, ECR Grey Sweatpants	1,166.00
Li, Lang	10191	8/20/2015	Robotics Competition Fees	245.00
World Unispec	10165	8/20/2015	PE Uniforms	418.70
Lazo, Heidi	10203	8/20/2015	Refund Returned Book	66.00
Turf Team, Inc.	10207	8/20/2015	Sprinkler Repair	1,205.83
Turf Team, Inc.	10208	8/20/2015	Landscape Renovation	9,527.81
Peter Matthews	10169	8/21/2015	8/21/15 Manual Paycheck	786.03
Northridge Skateland	10181	8/24/2015	10/27 Halloween Rollerskating Sr Class 2016	930.00
Brooks Transportation Inc.	10206	8/24/2015	08/21 - Buses for Football to Pacific Palisades	1,050.00
Jacques, Elizabeth	10223	8/24/2015	08/15 Tuition Reimbursement for Special Ed	4,865.00
Keyboard Concepts	M1732	8/26/2015	2 Grand Pianos, Matching Benches, Dustcovers	46,105.54
Jeffrey Craig	10195	8/27/2015	Craig, Jeffrey-Chk#10195	264.96
Eric Brinkhus	10196	8/27/2015	Brinkhus, Eric-Chk#10196	66.87
Ilda Luna	10197	8/27/2015	Luna, Ilda-Chk#10197	29.00
Caroline Jones	10198	8/27/2015	Jones, Caroline-Chk#10198	65.26
Lisa Huffaker	10199	8/27/2015	Huffaker, Lisa-Chk#10199	35.17
Jon Beckerman	10200	8/27/2015	Beckerman, Jon-Chk#10200	997.58
Holly Kiamanesh	10201	8/27/2015	Kiamanesh, Holly-Chk#10201	62.29
Birmingham Community Charter High School	10225	8/27/2015	09/02/15 - Football Field Rental	500.00
Susan Shin Consulting	10194	8/31/2015	08/15 - Website Consulting Services	2,480.00
Department of Justice (State of CA)	10228	8/31/2015	07/15 - Fingerprints apps	290.00

# Cover Sheet

## Review and approval of the types of CDs the ECRA Schwab investment account may invest

**Section:** IV. Financial  
**Item:** C. Review and approval of the types of CDs the ECRA Schwab investment account may invest  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Investment of CDs in ECRA account.xlsx

ECRA Schwab Investment Account for ECRA  
 CD Investment Portfolio for the Third Party Administrator Overseeing the Account  
 as of 10/21/15

Percent of Portfolio	CD Maturity	Special Instructions
10%	9 to 11 years	
10%	5 to 9 years	
10%	3 to 5 years	
30%	1 to 3 years	Must mature by 6/2018
30%	1 to 3 years	Must mature by 6/2017
10%	0 to 1 year	

2017 and 2018 are tied to possible expansion

# Cover Sheet

## Review and approval of the purchase of 7401 Shoup property

**Section:** IV. Financial  
**Item:** J. Review and approval of the purchase of 7401 Shoup property  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 7401 Shoup Ave. West Hills.pdf  
Staff Memo about Independent Study Program.pdf

# Exceptional West Valley School Available For Sale

7401 Shoup Avenue, West Hills, CA 91307



Charles Dunn

**Charles Dunn Company**

12925 Riverside Drive, Suite 201

Sherman Oaks, CA 91423

Lic. #01201641

[www.charlesdunn.com](http://www.charlesdunn.com)

## Exceptional West Valley School Available For Sale

Charles Dunn Company is pleased to present the opportunity to acquire **7401 Shoup Avenue, West Hills**, a West San Fernando Valley school property ideal for a school, religious facility, or recreational use. In addition to its excellent central location in a safe residential neighborhood, the property offers a prime street location centrally positioned between Sherman Way and Saticoy Street. Furthermore, the property's highlights include:

- Central location between the Hollywood Freeway (CA 101) and the 118 CA Freeway
- Large secured and gated parking facility
- Dual exit parking lot for flow through drop off/pick up
- Sport court/playground/park areas/equipment area-delivery zone
- Facility ideal for school/religious facility/recreational use
- Due to adjacent residential uses, property may have potential for redevelopment
- Catering kitchen
- Administrative office areas
- Secured landscape buffer surrounding the property
- Open free street parking contiguous and throughout neighborhood

**ASKING PRICE: \$3,900,000**



### Property Profile

Current Zoning.....	<b>A1-1</b>
Square Footage.....	<b>16,204 Square Feet</b>
Land Square Footage.....	<b>80,150 Square Feet</b>
Parking.....	<b>69 parking stalls currently striped; more possible</b>
APN.....	<b>2022-019-023</b>

### Property Features

- **Ideal For charter school. Religious facility, non-profit headquarters and similar uses**
- **Existing yard area with the potential for additional parking**
- **Shoup Avenue Street frontage**
- **Located in residential area between Sherman Way and Saticoy Street**
- **Outstanding owner/user opportunity**

### Contact Us:

**Roger Beck, SIOR**  
 Senior Managing Director  
 Lic. # 00917957  
 rbeck@charlesdunn.com  
 Cell 818.292.1990

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## Facility Features

- 8 classrooms
- Computer room
- Library
- Auditorium
- Kitchen
- Playing field
- Basketball court
- Secured playground
- Office/admin areas
- 7 sets of restrooms
- Conference rooms/group rooms/storage throughout

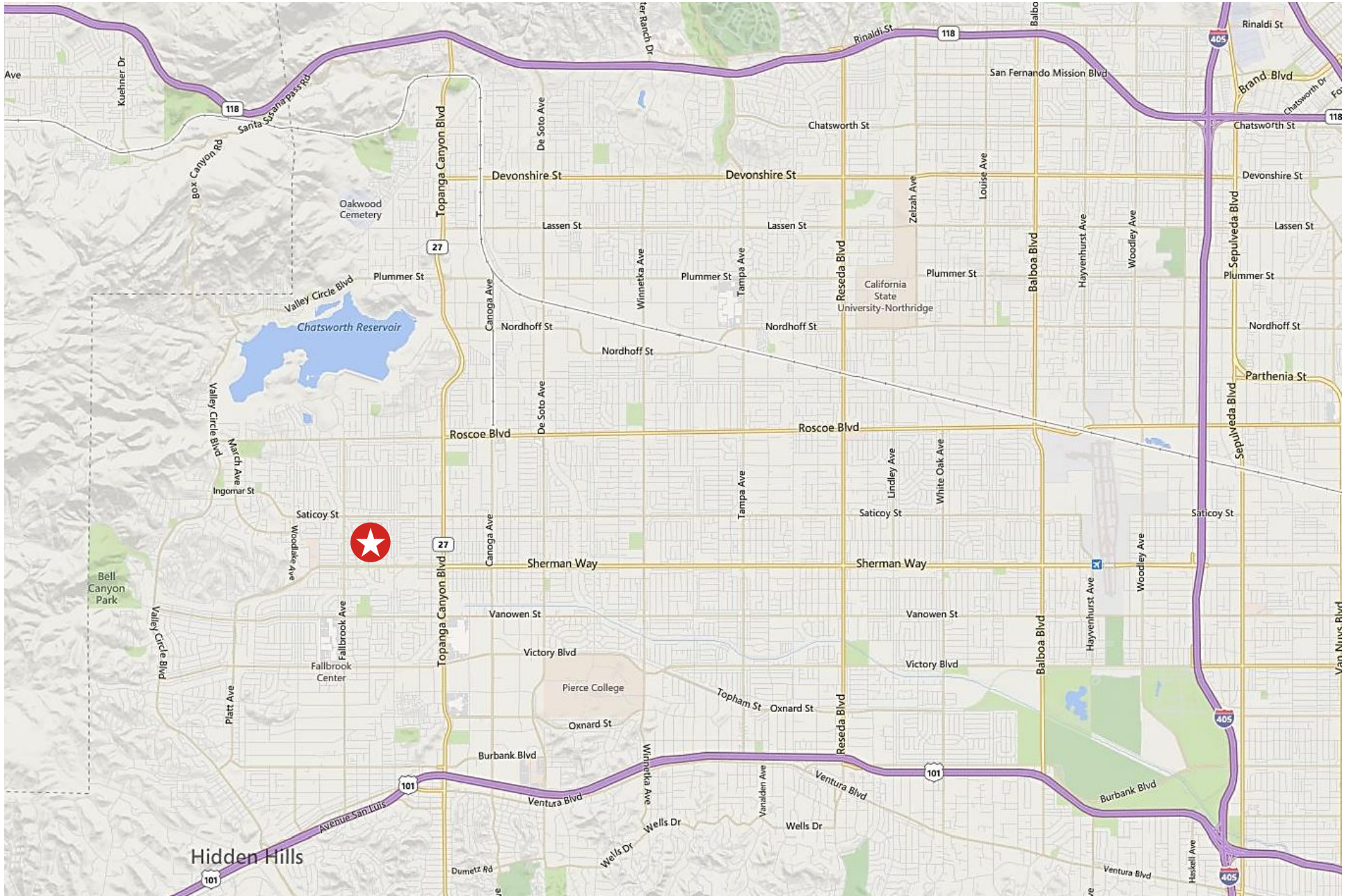


## Expenses

Expenditures	Annual
Telephone	5,227
Gas	652
Electricity/Sewer/Water	42,404
Insurance	19,824
Tax	3,176
<b>Total</b>	<b>71,283</b>

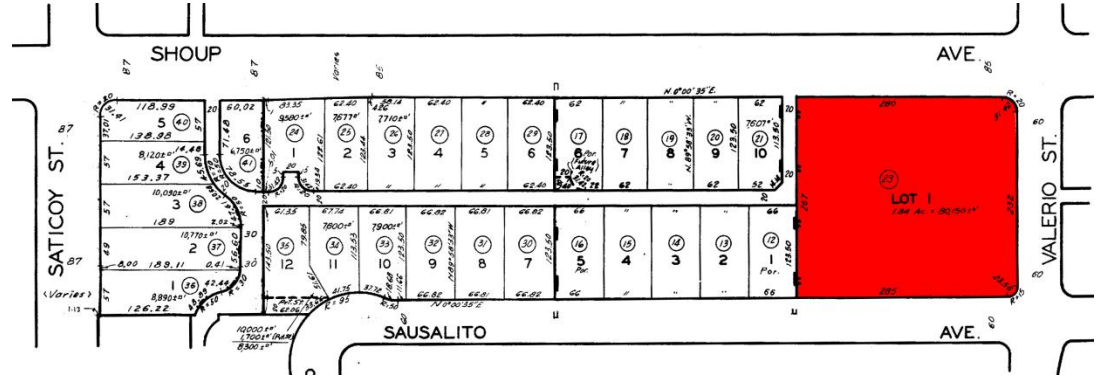
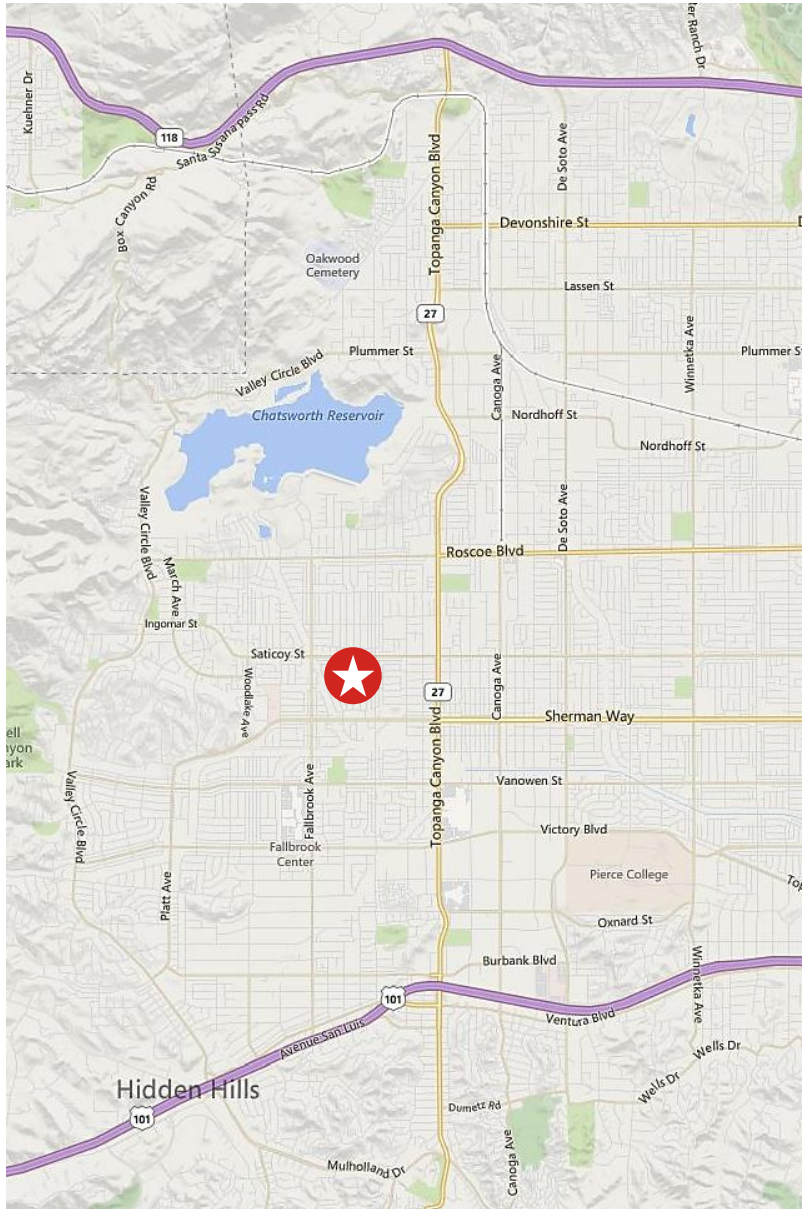


# Area Map





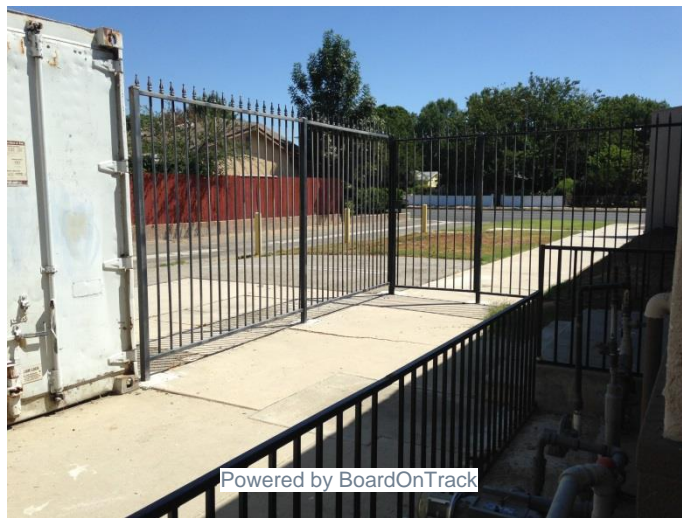
# Aerial and Plat Maps





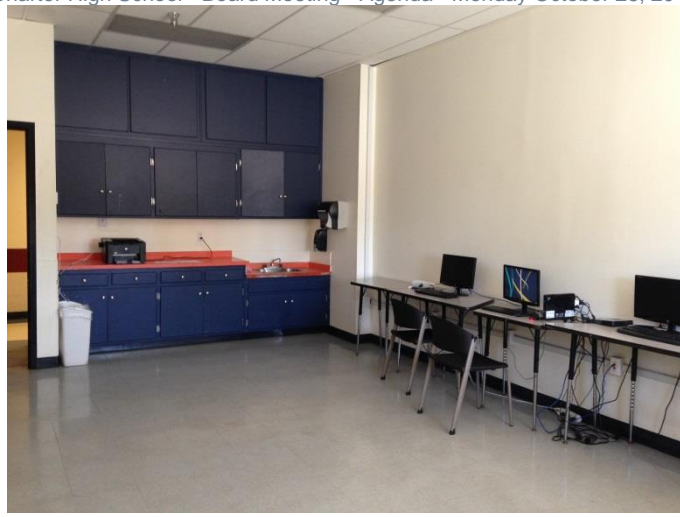
Property Photos

7401 Shoup Avenue



Property Photos

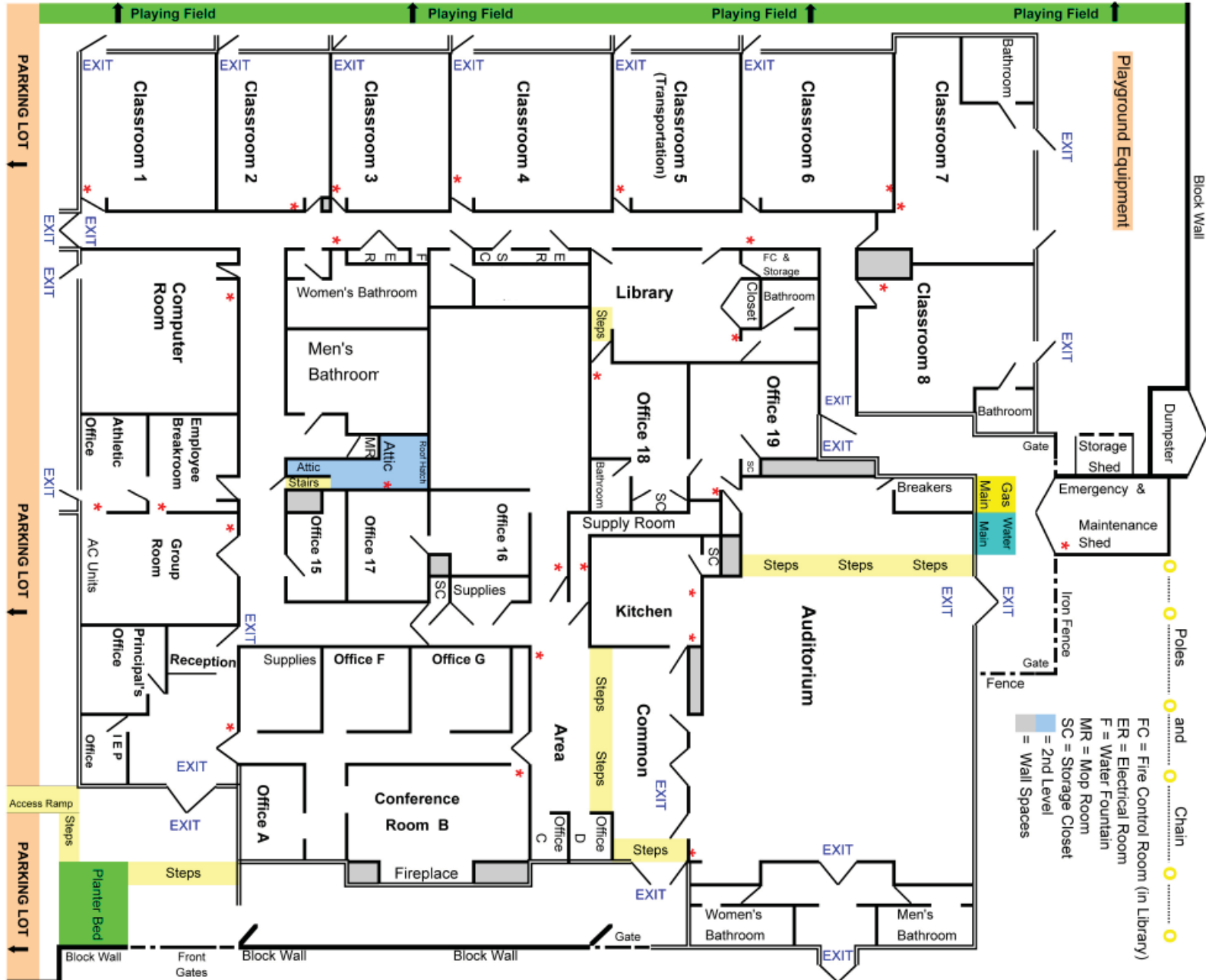
7401 Shoup Avenue



Property Photos



# Floor Plan



CUP

CITY OF LOS ANGELES



RICHARD J. RIORDAN  
MAYOR

ROBERT JANOVICI  
CHIEF ZONING ADMINISTRATOR  
—  
ASSOCIATE ZONING ADMINISTRATORS  
EMILY J. GABEL-LUDDY  
DANIEL GREEN  
LOURDES GREEN  
ALBERT LANDINI  
LEONARD S. LEVINE  
JON PERICA  
SARAH A. ROGERS  
HORACE E. TRAMEL, JR.

DEPARTMENT OF  
CITY PLANNING  
CON HOWE  
DIRECTOR  
—  
FRANKLIN P. EBERHARD  
DEPUTY DIRECTOR  
—  
OFFICE OF  
ZONING ADMINISTRATION  
. 221 NORTH FIGUEROA STREET  
ROOM 1500  
LOS ANGELES, CA 90012-2601  
(213) 580-5495  
FAX: (213) 580-5569

CASE NO. ZA 97-0003(CUZ)

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April 4, 1997

Foundation for Perceptual and  
Psycholinguistic Development  
Parkhill School  
7120 Remmet Street  
Canoga Park, CA 91303

Congregation Beth Kodesh (O)  
7353 Valley Circle Boulevard  
West Hills, CA 91304

Robert B. Lamishaw (R)  
JPL Zoning Services, Inc.  
14530 Erwin Street  
Van Nuys, CA 91411-2340

Department of Building and Safety

Pursuant to Los Angeles Municipal Code Section 12.24-C,52, I hereby APPROVE:

a conditional use to permit the establishment and maintenance of a private school  
in the A1-1 Zone,

upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective conditions, if, in the Administrator's

CASE NO. ZA 97-0003(CUZ)  
CONDITIONAL USE  
7401 Shoup Avenue  
Canoga Park-Winnetka-Woodland  
Hills Planning Area  
Zone : A1-1  
D. M. : 186B101  
C. D. : 3  
CEQA : ND 97-0003-CUZ  
Fish and Game: Exempt  
Legal Description: Lot 1,  
Tract 29454

- opinion, such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property:
4. All graffiti on the site shall be removed or painted over in the same color as the surface to which it is applied within 24 hours of its occurrence.
  5. Not more than approximately 12,000 square feet of floor area consisting of classrooms, libraries, administrative/office space, and multi-purpose room is authorized for the property.
  6. At least 69 parking spaces shall be provided in accordance with the provisions of Section 12.21-A,5 of the Los Angeles Municipal Code.
  7. Enrollment shall not exceed 125 students.
  8. All exterior signs shall be of an identification type and shall be affixed to the facade of the building. Directional type signs shall be indicated on plans submitted to and approved by the Department of Building and Safety and Department of Transportation.
  9. Trash containers, if maintained outside, shall be indicated on the plot plan enclosed on three sides by solid masonry walls and gated to prevent unauthorized access.
  10. Passenger loading and unloading are permitted only within the property.
  11. All students who drive to school, all faculty and all other employees shall be instructed by the management of the school to park on-site and not on the adjacent streets.
  12. No outdoor public address system is permitted.
  13. The applicant shall post a sign at an entrance to the site informing the public of a 24-hour "hot line" telephone number to notify the school administration of any problems associated with the operation of the school property. During normal school hours, the phone assigned that number shall ring in a school administration office.
  14. The school shall take appropriate preventive measures to preclude unauthorized use of the basketball facilities, particularly when the school is closed.
  15. A concrete masonry fence at least 5 feet in height shall be provided the length of the west property line and continue easterly along Valerio Street to the first driveway.
  16. The applicant shall install landscape and irrigation between the fence required in Condition No. 15 and the adjacent sidewalk. Such landscaped area shall be 3 feet in width and consist of bushes and vines in 5-gallon containers spaced such

**CUP**

CASE NO. ZA 97-0003(CUZ)

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that full coverage of the wall can be expected within two years or less, pursuant to a landscape plan prepared by a licensed landscape architect.

17. Prior to the issuance of a certificate of occupancy, the applicant shall obtain written (stamped) clearance from the Fire Department relative to access and turning area, hydrants and sprinkler issues.
18. Hours of operation shall be limited to 8 a.m. until 5 p.m. Hours of instruction are limited to 8:30 a.m. until 3 p.m. Days of operation are limited to Monday through Friday. The only exceptions to this schedule are for graduation ceremonies, parent conferences or other infrequent events as may be approved in writing by the Zoning Administrator.
19. When the property is not in use, the owner shall preclude vehicle entry by closing all driveway gates.
20. Page 1 of the grant and all conditions of approval shall be printed on the building plans submitted to the Zoning Administrator and the Department of Building and Safety.
21. Prior to the issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms conditions established herein shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement must be submitted to the Zoning Administrator for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.

**OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES - TIME EXTENSION**

All terms and conditions of the approval shall be fulfilled before the use may be established. The instant authorization is further conditional upon the privileges being utilized within two years after the effective date of approval and, if such privileges are not utilized or substantial physical construction work is not begun within said time and carried on diligently to completion, the authorization shall terminate and become void. A Zoning Administrator may extend the termination date for one additional period not to exceed one year, if a written request is filed therefore with a public Office of the Department of City Planning setting forth the reasons for said request and a Zoning Administrator determines that good and reasonable cause exists therefore.

**TRANSFERABILITY**

This authorization runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent that you advise them regarding the conditions of this grant.

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**VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR**

Section 12.24-J,3 of the Los Angeles Municipal Code provides:

"It shall be unlawful to violate or fail to comply with any requirement or condition imposed by final action of the Zoning Administrator, Board or Council pursuant to this subsection. Such violation or failure to comply shall constitute a violation of this Chapter and shall be subject to the same penalties as any other violation of this Chapter."

Every violation of this determination is punishable as a misdemeanor and shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

**APPEAL PERIOD - EFFECTIVE DATE**

The applicant's attention is called to the fact that this grant is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or if the same be not complied with, then the applicant or his successor in interest may be prosecuted for violating these conditions the same as for any violation of the requirements contained in the Municipal Code. **THE ZONING ADMINISTRATOR'S DETERMINATION IN THIS MATTER WILL BECOME EFFECTIVE AFTER APRIL 21, 1997, UNLESS AN APPEAL THEREFROM IS FILED WITH THE BOARD OF ZONING APPEALS. IT IS STRONGLY ADVISED THAT APPEALS BE FILED EARLY DURING THE APPEAL PERIOD AND IN PERSON SO THAT IMPERFECTIONS/ INCOMPLETENESS MAY BE CORRECTED BEFORE THE APPEAL PERIOD EXPIRES. ANY APPEAL MUST BE FILED ON THE PRESCRIBED FORMS, ACCOMPANIED BY THE REQUIRED FEE AND RECEIVED AND RECEIPTED AT A PUBLIC OFFICE OF THE DEPARTMENT OF CITY PLANNING ON OR BEFORE THE ABOVE DATE OR THE APPEAL WILL NOT BE ACCEPTED. SUCH OFFICES ARE LOCATED AT:**

Los Angeles City Hall  
200 North Spring Street  
Room 460, Counter S  
Los Angeles, CA 90012  
(213) 485-7826

6251 Van Nuys Boulevard  
First Floor  
Van Nuys, CA 91401  
(818) 756-8596

**NOTICE**

THE APPLICANT IS FURTHER ADVISED THAT ALL SUBSEQUENT CONTACT WITH THIS OFFICE REGARDING THIS DETERMINATION MUST BE WITH THE ZONING ADMINISTRATOR WHO ACTED ON THE CASE. THIS WOULD INCLUDE CLARIFICATION, VERIFICATION OF CONDITION COMPLIANCE AND PLANS OR BUILDING PERMIT APPLICATIONS, ETC., AND SHALL BE ACCOMPLISHED BY APPOINTMENT ONLY, IN ORDER TO ASSURE THAT YOU RECEIVE SERVICE WITH A MINIMUM AMOUNT OF WAITING. YOU SHOULD ADVISE ANY CONSULTANT REPRESENTING YOU OF THIS REQUIREMENT AS WELL.



# CUP

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## FINDINGS OF FACT

After thorough consideration of the statements contained in the application, the report of the Zoning Analyst thereon, and the statements made at the public hearing before the Zoning Administrator on March 24, 1997, all of which are by reference made a part hereof, as well as knowledge of the property and the surrounding district, I find that the requirements for authorizing a conditional use permit under the provisions of Section 12.24-C of the Municipal Code have been established by the following facts:

### BACKGROUND

The subject property is a level, rectangular-shaped, corner/through, record lot, consisting of approximately 1.52 acres, having a frontage of approximately 232 feet on the north side of Valerio Street and an approximate depth of 285 feet. The subject site is developed with a vacant synagogue and school building and accessory parking.

Previous zoning related actions on the site/in the area include:

Subject Property:

Case No. ZAL 2063 - On January 23, 1964, the Zoning Administrator granted a Plan Approval to permit expansion of the original building for extra classroom space.

### PUBLIC HEARING

The public hearing was conducted at the Sherman Oaks Woman's Club on March 24, 1997. The only persons who appeared at the hearing were the applicant, the applicant's representative, a Council Deputy and a neighbor. The applicant clarified that other than minor cosmetic changes, the existing building will remain in its current size and shape, that the school name will be installed on one building wall and that a masonry fence and landscaping would be constructed on the west property line. The neighbor indicated that there have been incidents of vandalism where young people have entered the property after hours and played basketball. She requested that preventive measures be taken to preclude such continued activities. The applicant stated that the proposed fence should be helpful, that night floodlighting would not be maintained and that physical measures could be considered to neutralize such unauthorized activities.

### BASIS FOR CONDITIONAL USE PERMITS

A particular type of development is subject to the conditional use process because it has been determined that such use of property should not be permitted by right in a particular zone. All uses requiring a conditional use permit from the Zoning Administrator are located within Section 12.24-C of the Los Angeles Municipal Code. In order for a particular request to be authorized, certain designated findings have to be made.

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## FINDINGS

In order for a conditional use permit for establishment of a private school to be approved the mandated findings delineated in Municipal Code Section 12.24-C must be made in the affirmative. Following (highlighted) is a delineation of the findings and the application of the relevant facts to same:

- The proposed location will be desirable to the public convenience or welfare.**

Approximately 90% or more of the intended student population of the proposed school will arrive and depart on small school buses, thereby minimizing a potentially large volume of automobile traffic. The buses will generally leave the premises after the students de-board and return at the end of the school day to transport the students home. Ingress and egress are restricted to Shoup Avenue, a Secondary Highway dedicated 85 feet in width, and to Valerio Street, a Collector Street dedicated 60 feet in width.

As was the case with the prior synagogue and school use of the site, a portion of the grounds will be used for both parking and recreational purposes. Given the anticipated underutilization of the parking area due to the dependence upon bus transit, the parking area can effectively be utilized for dual purposes.

The maximum enrollment level of 125 students is nearly identical to the previous enrollment level of 120 applicable to the former school on the subject site. The hours of operation take into consideration the welfare of surrounding residents: the 8 a.m. start time for a maximum of 40 teachers and 8:30 start time for students are after many persons in the area will have left for work and the 3 p.m. student departure and 5 p.m. faculty departure is prior to the time when most businesses close.

The conditions of approval and limitations established in the grant are intended to minimize off-site impacts in order to maintain compatibility with the adjoining single family residential uses. Restoring occupancy to the property also acts as a stabilizing factor for the welfare of the neighborhood.

The applicant, a non-profit entity, currently operates a similar facility near the intersection of Canoga Avenue and Sherman Way which serves 65 students. That facility will be vacated upon occupancy of the subject property and enrollment is expected to increase gradually over the years until reaching a maximum of 125. The school is under contract with the Los Angeles Unified School District primarily, and others to a small degree, in providing a State-certified facility and fully-credentialed program for students with special educational needs, who may be dyslexic for example, or have behavioral problems or learning disabilities. With a staff of 40, the student/teacher ratio offers a greater opportunity to provide the necessary guidance and one-on-one attention some students need than can be provided at traditional public schools. Therefore, the subject location provides a public convenience to those students

# CUP

CASE NO. ZA 97-0003(CUZ)

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and their families in the West Valley area who can benefit from the program and provides a larger facility than is currently being utilized.

**2. The location is proper in relation to adjacent uses or the development of the community.**

The use of the subject property (until recently) reflects 30 years of continuous synagogue and educational facilities and instruction. The property is the only one within at least 600 feet in any direction that is not zoned RS and used as a single family dwelling. The property is equivalent in area to approximately nine typical RS lots.

The demand for quality education in the area is evidenced by the continued use of the applicant's existing site since 1965 and the anticipation that another 60 children can be accommodated given a site adequate in size as represented by the subject property. The replacement of one school for another should not fundamentally change the behavioral patterns and activities of the site or their respective impacts on surrounding properties.

Granting the requested conditional use authorization does not provide for an increase in the size of the sanctuary; it will be utilized as a multi-purpose room. The proposed school use does not involve varsity athletic programs or other extensive after hours school use where noise or traffic impacts could be considerable. To the extent that the proposed solid masonry fence, to be located on the Sausalito Avenue side of the property, improves the appearance and promotes compatibility of the parking area with the adjacent residential uses, then the request provides the community with a benefit to which it has not been accustomed.

**3. The proposed location will not be materially detrimental to the character of development in the immediate neighborhood.**

The characterization of development in the immediate area surrounding the property is, without exception, single family residential use in the RS Zone. The recycling of an existing religious school, which draws from a limited segment of the population, into a special education school which also draws from a limited segment of the population, should have no impact on neighborhood character as no substantial physical change will occur and no greater intensity of use will occur.

All drop-off and pick-up activities are required to take place on the property. The internal circulation pattern appears to be efficient and similar to that previously in effect.

Whether the LAUSD or a private entity owns and operates the subject school, both are required to comply with the guidelines and criteria of the State Board of Education. None of those criteria have been waived to my knowledge. I am also unaware of any LAUSD school campuses that combine grades Kindergarten

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through 12 so no direct comparison can be made of the proposed school relative to other facilities. Intrinsicly, there is no reason that the applicant cannot comply with the operational terms and conditions of the instant grant.

There were no allegations at the public hearing nor through any correspondence that the use of the site for the proposed private school use would be a problem nor do I have reason to believe otherwise. The Council Office and its neighborhood planning advisory committee support the applicant's request.

**4. The location is in harmony with the various elements and objectives of the General Plan.**

The Canoga Park-Winnetka-Woodland Hills-West Hills Plan Map designates the property for Low residential density corresponding to the RE9, RS, R1 and RD6 Zones and Height District No. 1, which limits the height of buildings and structures to 45 feet. The Plan Text does not discuss educational facilities other than to reference the Public Schools Element of the General Plan which indicates that "... existing community college, high schools, junior high schools and elementary schools are adequate to serve general District needs." As the proposed and previous school on the site are intended to serve more specialized rather than "general" needs, there is obviously an educational gap to be addressed which the Plan is unable to do based upon the unique opportunities that occur outside of "mainstream" public school planning. As the proposed use will be operated in a single family neighborhood pursuant to protective conditions and terms set forth hereinabove, I hereby determine that no adverse effects are evident with regards to Plans adopted by the City.

In accordance with the Municipal Code provisions for conditional use authority, school use is permitted where the applicable findings of Section 12.24-C can be made in the affirmative. Since the use of the site had been approved for initial establishment and subsequent expansion during the past 30 years, and such use preceded the adoption of the current Plan, it is clearly a use in harmony with the Land Use Element of the General Plan. Public street improvements adjacent to the property have been obtained through earlier determinations, thereby implementing the Highways and Freeways Element of the General Plan.

#### ADDITIONAL MANDATORY FINDINGS

5. The National Flood Insurance Program flood insurance rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 154,405, have been reviewed and it has been determined that this project is located in Zone C, areas of minimal flooding.
6. On February 19, 1997, the City Planning Department Environmental Staff Advisory Committee (ESAC) issued Negative Declaration No. ND 97-0003-CUZ (Article V - City CEQA Guidelines) and determined that this project will not have a significant effect on the environment. I hereby certify that action. The records

# Contact Us

**7401 Shoup Avenue**  
West Hills, CA 91307

**Roger Beck, SIOR**  
Senior Managing Director  
Lic. # 00917957  
rbeck@charlesdunn.com  
Cell 818.292.1990



Charles Dunn

**CHARLES DUNN COMPANY | LIC. # 01201641**  
12925 Riverside Drive, Suite 201  
Sherman Oaks, CA 91423  
(818) 358-1800  
www.charlesdunn.com

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**To:** El Camino Real Staff  
**From:** Marshall Mayotte and Melanie Horton  
**Reviewed By:** Dave Fehle, Lisa Ring, and David Hussey  
**Re:** Potential Property Acquisition  
**Date:** 10/15/15

**Summary:** Following the Board's approval on September 16, 2015, ECR entered into a due diligence period to evaluate the potential purchase of a property in West Hills, with the idea of using this facility to relocate and expand ECR's existing Independent Study program. As part of the due diligence process, ECR paid a refundable \$100,000 deposit to the buyer. We have until October 31 to evaluate this property and make a decision; if we walk away by October 31, we will be refunded the \$100,000 deposit in full.

**About the Property:**

- Location: West Hills
- Property Type: Former private school; previously a temple
- Rent: Not applicable. ECR would own the property.
- Size: Land is ~80K square feet. Building is ~16K square feet

**Assumptions:**

- Purchase price and renovations: not to exceed \$5MM
- Enrollment projection
  - 2016-17: 150
  - 2017-18: 225
  - 2018-19: 300
  - 2019-20: 400
- ECR will submit a separate charter petition for the Independent Study program. This will allow us to open up the program to other students in the community and increase the program's enrollment from the current size (~100) to 300 or 400 students. Currently, only students who enroll at ECR through the attendance boundary or lottery are eligible to participate in the Independent Study program.
- Class sizes of up to 30, as per the LAUSD average for Independent Study programs.
- The ECR administration team and business/operations team would oversee both ECR and the Independent Study school.

**Financial Findings:** EdTec, ECR's current back office provider, has prepared a financial analysis of the proposed plan. The preliminary findings show a healthy return on investment. With an enrollment of 300 or more students, the sharing of overhead costs, rent, and net income is projected to provide ECR with a return in excess of 10%. These are the possible risks:

- ECR may not reach enrollment targets. If that were to occur, ECR could sell the property or find other uses for the property (e.g. supplemental programs for the high school or a K-8 school.) The alternate plan would depend on ECR's involvement in other projects (i.e. Oso and Highlander).
- LAUSD, LACOE or CDE may not approve a charter petition for a larger, separate Independent Study program. If that were to occur, ECR could sell the property or find other uses for the property (e.g. supplemental programs for the high school or a K-8 school.) The alternate plan would depend on ECR's involvement in other projects (i.e. Oso and Highlander).

**Other possible uses along with the Independent Study program:**

- The facility has an area that would work well as a daycare. A daycare has been on the administration's wish list for the staff. This may require UTLA approval since the funds used to operate a daycare could be used for other employee benefits.
- The facility could also serve as a community learning center for ECR students. The campus could operate with extended hours so that students have access to computers, Internet, and printers during evenings and weekends.

**Possible Questions:**

1. Why not a K-8 School?
  - The current campus cannot accommodate a large student population. In order to run a K-8 school at this property, ECR would need to invest in the construction of additional classroom space. For an Independent Study program, students do not need to be at school every day. So in theory, we could have 400 enrolled students, but only 100 students on campus at any given time.
  - If attendance exceeds 125 students at any given time, additional feasibility studies must be performed (e.g. traffic study).
  - The current campus is nearly move-in ready for an Independent Study program. There are a sufficient number of classrooms and the classrooms are the right size.
2. Why purchase a new facility for the Independent Study program?
  - ECR currently has a successful Independent Study program. This new property would allow us to significantly expand the program and open it up to students from other communities.
3. Why submit a separate charter for the Independent Study program?
  - If the Independent Study program is run through ECR, then only students who enroll in ECR through the attendance boundary or lottery may participate in the program. As a separate entity, the Independent Study program is open to all students. This provides a valuable and necessary option for students who are unable to attend school during traditional school hours (i.e. students with family or work commitments and students with certain health issues).
4. Who would operate the campus?
  - Assistant Principal Lisa Ring would oversee both the Independent Study program and the Alternative Education program.

5. As a high school teacher, how will I benefit from this school?
  - If costs are shared, then the reduction of administrative costs improves the bottom line of the high school. For example, if ECR has just the high school, then ECR is responsible for the entire cost of the business office (including accounting, payroll, technology, and other business functions); however, if there are multiple entities, then this cost is shared. While it is true that as we grow we may need to hire additional support staff, the skills and expertise of administrators and higher-level staff can be shared across the multiple entities, thus decreasing the cost of these staff to ECR.
  
6. Will purchasing a new facility increase our costs?
  - Operational costs do not grow in the same proportion as classroom costs. For example, although a new classroom must be created for every additional 30 students, business and operations personnel (i.e. business office, clerical, custodial, security) should theoretically grow at slower rates, since student growth has a smaller incremental impact on these positions. So there is still a net benefit to the school due to the cost savings generated from economies of scale, as explained in Question 5. While it is true that as we grow we may need to hire additional support staff, the skills and expertise of administrators and higher-level staff can be shared across the multiple entities, thus decreasing the cost of these staff to ECR.

**Next Steps:** The administration team welcomes any questions you may have about this proposed project. We will collect your questions through a Google form, and address these questions at a Town Hall meeting on Monday, October 19 at 3:30pm. The location will be announced soon.

We will open this issue for a vote after the meeting. We will email a link to the poll.

# Cover Sheet

## Approval of Pacific Charter School Development to oversee the improvements of 7401 Shoup property

**Section:** IV. Financial  
**Item:** K. Approval of Pacific Charter School Development to oversee the improvements of 7401 Shoup property  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
151020 - El Camino Shoup - PSA for design and construction (1).pdf



## ***PROFESSIONAL SERVICES AGREEMENT***

This Professional Services Agreement (this “**Agreement**”) is entered into as of October 13, 2015 by and between El Camino Real Alliance, a California non-profit public benefit corporation (“**Client**”), and Pacific Charter School Development, Inc., a California non-profit public benefit corporation (“**Pacific**”), for professional services in connection with the project described on **Exhibit A** (the “**Project**”).

### **PACIFIC’S ENGAGEMENT AND SERVICES.**

1.1 **Services.** Client hereby agrees to retain Pacific to provide, and Pacific agrees to provide the services described in attached **Exhibit B** (the “**Services**”). Pacific shall provide sufficient organization and management to perform such services in an expeditious and economical manner consistent with the interests of Client.

1.2 **Term.** The term of Pacific’s engagement shall commence as of the date hereof and shall continue, subject to earlier termination or extension as provided below, until the earlier of (i) completion of the Project and (ii) two (2) years from the date of this Agreement.

1.3 **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration without Pacific’s prior written consent. If Client and Pacific agree to make any changes to the Agreement that result in a material increase in the scope or duration of the Services, there shall an equitable adjustment to Pacific’s compensation and the term of the Agreement to be reasonably agreed to by the parties.

1.4 **Termination for Cause or Convenience.** In the event of any termination (for cause or convenience), at Client’s request Pacific shall deliver to Client all materials relating to the Project received by Pacific from Client or received from third parties at the direction of Client.

(a) **Termination for Cause.** Either party may terminate this Agreement for cause if the other party (the “**Breaching Party**”) commits a material breach of any part of this Agreement and does not cure such breach within ten (10) calendar days of receipt of the other party’s (the “**Non-Breaching Party**”) written notice to the Breaching Party of such breach demanding such cure. If such breach is curable but not within such ten (10) calendar day period, then the Non-Breaching Party shall grant the Breaching Party additional time to cure, provided that the Breaching Party provides within such ten (10) calendar day period a written cure plan that is reasonably acceptable to the Non-Breaching Party, and then diligently commences and continues such cure according to the approved written plan. If Client terminates this Agreement for cause and Pacific does not cure any material breach then Pacific shall not be entitled to any further payments under this Agreement but shall not be required to return any amounts paid by Client prior to the termination date. If Pacific terminates this Agreement for cause, then Pacific shall be entitled to the amounts owed to Pacific as if Client had terminated the Agreement for Convenience.





(b) **Termination for Convenience.** Client may terminate this Agreement for convenience whenever Client determines that such termination is in its best interests. In the event Client terminates this Agreement for convenience, Pacific shall be entitled to the payment then due through the monthly period during which Client terminates this Agreement (as described in Section 3.2 below), plus twenty percent (20%) of the Fee balance remaining on this Agreement. In the event Client decides not to move forward with acquisition of the Project site and terminates this Agreement, Pacific shall not be entitled to twenty percent (20%) of the Fee balance remaining.

1.5 **Exclusions from Services.** Pacific is not licensed to and does not provide any of the services listed below:

- Architectural, Engineering or other Design Services
- General Contracting
- Legal Services
- Safety Program Design or Enforcement
- Accounting Services
- Environmental Assessment or Monitoring
- Quantity Surveying or Cost Estimating
- FF&E procurement, coordination, or installation
- Property Management

As such, Pacific shall not be named as a party to any action brought by Client in matters of design errors and omissions, construction defects, jobsite accidents, or any other event relating to the above (collectively "**Excluded Services**") and shall be specifically indemnified by Client and by the general contractors, sub-contractors, architects and other design consultants contracted with by Client and working on the Project against actions brought by others against Pacific for Excluded Services unless arising out of Pacific's gross negligence or willful misconduct. Client shall cause its contracts with such third parties to contain a written indemnification in form reasonably satisfactory to Pacific.

#### PACIFIC AND CLIENT'S RESPONSIBILITIES.

2.1 **Pacific Responsibility.** Pacific shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement for the fees set forth in Section 3. Client shall delegate to Pacific the overall responsibility for making decisions in respect to the Project consistent with Pacific's scope of Services as defined herein, and after Pacific's consultation with Client's Representative. Pacific shall, subject to Section 1.3, accede to Client's decisions in all such matters so long as such decisions do not interfere with Pacific's obligations under this Agreement. Pacific shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client. Pacific shall review with Client Pacific's methods and approach to completing the Services, including major milestones. In addition, Pacific shall review its preliminary findings and plans with Client prior to providing Client with its final deliverables under the scope of Pacific's Services under this Agreement. Pacific's representative for the Project is John Sun.



## 2.2 Client Responsibility.

(a) Client shall cooperate fully with Pacific efforts in completing the tasks undertaken to be undertaken by Pacific under this Agreement.

(b) Client shall be responsible for paying all invoices for the Project, including those submitted to Client by Pacific, which are received by Pacific from third parties and which Pacific has reviewed for accuracy, in a timely manner and before such invoices become past due. Pacific and Client shall cooperate to ensure that all third party invoices submitted to Pacific are contemporaneously submitted to Client. Pacific shall endeavor to review invoices from third parties and provide the same with Pacific's comments to Client no later than fifteen (15) days prior to the due date of such invoices.

(c) Client shall: (i) provide to Pacific full information regarding the Project; and (ii) designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's representative for the Project is Marshall Mayotte, who singly may make decisions on behalf of Client and Pacific is hereby authorized to rely on such representative's decisions.

### PROFESSIONAL SERVICES FEE.

**3.1 Calculation of Professional Services Fee.** As compensation for services rendered under this Agreement by Pacific, Client shall pay Pacific a "Development Services Fee." Pacific's Project Development Services Fee shall be NINETY THOUSAND (\$90,000), which shall be payable according to the schedule provided in Section 3.2. Client shall provide payment to Pacific within thirty (30) days of being presented with an invoice for such milestones. A late fee of TEN PERCENT (10%) per annum or the maximum allowed by law, whichever is less, shall be due and payable for any invoices not paid within the aforementioned period.

**3.2 Payment Schedule.** The fees described in Section 3.1 above shall be paid according to the payment schedule set forth below.



Tasks	Fee	Estimated timeframe	Description
Close escrow Project design Construction bid	\$15,000/mo.	December 2015 to January 2016	Finalize property purchase; refine project scope, cost and timeline; obtain construction bids and select contractor; obtain construction permits if necessary
Construction and school move-in	\$15,000/mo.	February to May 2016	Construction and school move-in
Total	\$90,000	6 months	

In the event the project scope or schedule is extended past May 2016, Client shall pay Pacific a monthly fee of FIFTEEN-THOUSAND DOLLARS (\$15,000) per month.

RESERVED.

**5. INDEPENDENT CONTRACTOR.**

5.1 **Status.** Pacific is an independent contractor of Client and shall not perform the Services under this Agreement as an employee of Client. Client shall have no right to control or direct the method, details or means by which Pacific performs the Services required under this Agreement. Pacific shall have no authority to enter into any contract or incur any liability or obligation on behalf of Client without the prior written approval of Client.

5.2 **Compliance.** Pacific assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Pacific further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to services rendered and compensation paid under this Agreement.

**6. INSURANCE AND INDEMNITY.**

6.1 **Client's Liability Insurance.** Client shall maintain insurance policies for commercial general liability insurance, builder's risk insurance, and such other insurance for the Project as will protect Client and Pacific against claims – including construction defects claims – which may arise from the Project and/or this Agreement. Any such policies shall name Pacific as an additional insured.

6.2 **Contractors Liability Insurance.** Client shall require all contractors, subcontractors and suppliers performing work or providing materials to the Project to maintain commercial general liability



insurance and to cause Client and Pacific to be named as additional insureds on such policies. All written contracts with contractors, subcontractors and suppliers shall require the above.

6.3 **Indemnity by Client.** Client shall indemnify, defend and hold harmless Pacific and its employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees (collectively, "Losses and Liabilities"), arising out of or in connection with claims asserted by third parties (including without limitation any governmental agency, homeowners association, or similar organization) relating to the Project, or any breach by Client of its obligations hereunder, or any willful misconduct or active negligence of Client, but excepting therefrom any Losses and Liabilities which arise out of or in connection with any gross negligence or willful misconduct of Pacific or any breach by Pacific of this Agreement. This indemnity specifically includes acts taken by Pacific in connection with the Project prior to the execution of this Agreement.

6.4 **Indemnity by Pacific.** Pacific shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees arising out of or in connection with any willful misconduct or gross negligence of Pacific or any breach by Pacific of this Agreement.

6.5 **Consequential Damages.** In no event shall either party be liable for the other's indirect, special or consequential damages.

## 7. **ARBITRATION.**

7.1 **AAA.** All claims, disputes and other matters in questions arising out of, or relating to, this Agreement or its breach, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association or JAMS, as decided by the party bringing a claim or dispute, unless the parties mutually agree otherwise. The arbitrator shall establish reasonable procedures for discovery. This Agreement to arbitrate shall be specifically enforceable.

7.2 **Demand.** Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the arbitrator. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.3 **Award.** The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.



7.4 **Related Claims.** All claims that arise out of this Agreement, which are related to or dependent upon each other, shall be heard by the same arbitrator or arbitrators even though the parties are not the same unless a specific contract prohibits such consolidation.

## 8. GENERAL PROVISIONS.

8.1 **Attorneys' Fees.** If any party commences or is made a party to a lawsuit, arbitration or other proceeding to enforce or interpret this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all reasonable attorneys' fees and other costs incurred in connection with such proceeding, including without limitation any appeal or enforcement of any judgment or decision rendered in such proceeding.

8.2 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or facsimile (provided that the sender retains a printed confirmation of delivery to the facsimile number provided below), or (iii) three business days after mailing if mailed by first class mail certified or registered, postage prepaid, return receipt requested, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

Pacific Charter School Development, Inc.  
811 West 7<sup>th</sup> Street, Suite 310  
Los Angeles, CA 90017  
Fax: (213) 542-4701  
Attention: John Sun, CEO

El Camino Real Alliance  
5440 Valley Circle Boulevard  
Woodland Hills, CA 91367  
Fax: (818) 595-7500  
Attention: Marshall Mayotte, CBO

8.3 **Amendment and Waiver.** This Agreement may be amended only by a written document signed by all parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

8.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other party.

8.5 **Governing Law and Severability.** This Agreement shall be governed by and construed



under the laws of the State of California, without regard to its conflicts of laws provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

8.6 **Counterparts.** This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

8.7 **Construction.** This Agreement has been negotiated at arms length and each party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the parties and the purpose of this Agreement.

8.8 **Further Assurances.** The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

8.9 **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between Pacific, Client, and their respective predecessors.

[Balance of Page Intentionally Left Blank; Signature Page Follows]



**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date set forth above.

**EL CAMINO REAL ALLIANCE**

**PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Marshall Mayotte

Name: John Sun

Title: Chief Business Officer

Title: Chief Executive Officer

[Signature Page to Professional Services Agreement]



## **EXHIBIT A**

### **Project Description**

El Camino Real Charter High School proposes to acquire an existing K-8 private school site located at 7401 Shoup Avenue in West Hills, CA, and carry out minor renovations to create a new campus for its high school independent studies program. The facility would utilize the property's existing Conditional Use Permit, and would open in Spring 2016.





## EXHIBIT B Scope of Services

Pacific's scope of development services include:

- **Site Evaluation:** conduct due diligence and evaluate site for intended use by Client as a high school independent study facility:
  - Assistance to client in determining the project scope, including space program
  - Assessment of existing improvements
  - Preliminary site planning
  - Assessment of entitlements
  - Traffic issues and environmental issues (CEQA and environmental site assessment)
  - Community outreach issues
  - Affordability analysis in the form of a high level project budget and cost estimate
- **Site Acquisition:** coordination of close of escrow
- **Design:** management of the project design; provide design recommendations
- **Manage Budget and Schedule:**
  - Development and maintenance of the master project schedule including review and reports on schedule changes and updates with Client's representative
  - Development and maintenance of the Project budget, including hard-cost and soft- cost budgets and cost-to-completion estimates
  - Review and approval of project invoices to be paid by Client
- **Construction**
  - Initial coordination for start-up activities and site preparation
  - Management of bid process and negotiation of construction contract
  - Oversight of contractor performance
  - Project administration, including Client/architect/contractor meetings, shop drawing processing, requests for information and design team coordination
  - Contract administration, including bid analysis and change order negotiation and management, and approval per Pacific's pre-established processes
  - Document control for contracts, construction documents, field orders, warrantees, and the like
  - Management of punch-list close-out
- Project Financing is not included in the scope of work, as Client is financing the project in its entirety.