### RONALD REAGAN CHARTER SCHOOL ALLIANCE

Sycamore Academy of Science and Cultural Arts Regular & Annual Board Meeting Agenda

Renaissance Plaza 32326 Clinton Keith Road, Suite 202 Wildomar, CA 92595 Phone: (951) 678-5217

6.2

TUESDAY, AUGUST 20, 2013 @ 6:00 p.m.

### **Board Members**

William Sampson, President Roland Skumawitz, Secretary/Treasurer Ingrid Flores Craig Richter Prapanna Smith

1.0	CALL TO ORDER
	Introduction of Guests
	The meeting was called to order by the Board Chair at
2.0	OPEN GENERAL SESSION
	ROLL CALL Present Absent
	Mr. William Sampson
	Mr. Roland Skumawitz
	Dr. Ingrid Flores  Mr. Craig Richter
	Wir. Craig Richter
	Other guests present:
3.0	PLEDGE OF ALLEGIANCE
4.0	APPROVAL OF THE AGENDA
	Motion:Second: Vote:
5.0	INVITATION TO ADDRESS THE BOARD, OPEN SESSION ITEMS: Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority: or (3) refer the matter to the next agenda.
6.0	INFORMATION SESSION:
	6.1 Ed Tec Financial Update Report (Attachment 6.1)  Jennie Bartkowiak, Ed Tec, client manager, will present an update on the status of our school's finances

**TOSA Professional development survey report** 

Dionna Fitch, TOSA, will report on the Professional development survey.

### 6.3 Scribes Music Grant Update

Nona Jones, K/I teacher, will present an update on the Scribes Music Grant.

### 6.4 Design conference project presentation

Dionna Fitch, Mary Bedley and Jeff Morabito, teachers, will present on a project from the design conference.

### 6.5 Director Report/Special Education Report

Barbara Hale, Director/Principal and SASCA's Special Education Liaison to the District, will report on school business and will report on Special Education.

### 6.6 Charter Oversight Calendar (Attachment 6.6)

Barbara Hale, Director/Principal will present a review of the Charter Oversight Calendar to monitor and demonstrate compliance with the Sycamore Academy of Science and Cultural Arts charter.

### 6.7 Enrollment Data and Attendance Report (Attachment 6.7)

Laura Girard, Office Clerk will present current enrollment data and data submission.

### 7.0 ACTION ITEMS:

7.1	•	overning board member	
	Accept the resign	ation of Governing board me	ember, Dr. Prapanna Smith.
	Motion:	Second:	Vote:
7.2	Election of Gove	rning board member	
	The board will se	lect a trustee from a slate of	qualified candidates or absent such a slate,
	through a process	of the board's design.	
	Current slate: Mr.	Roland Skumawitz (eligible	for his 2 <sup>nd</sup> term)
	Motion:	Second:	Vote:
7.3	Annual meeting		
	Annual meeting f	or the election of the board o	fficers for the 2013/14 school year.
	President:		
	Motion:	Second:	Vote:
	Secretary/Treasur	er:	_

	Motion:	Second:	Vote:
7.4		Assurances (Attachment 7.4) ification of Assurances.	
	Motion:	Second:	Vote:
7.5		erence Contract (Attachment ove the contract between SASC	t 7.5) CA and the Institute for Learner Centered
	Motion:	Second:	Vote:
7.6			the 2013/14 school year (Attachment 7.6) dule for the 2013/14 school year.
	Motion:	Second:	Vote:
7.7	Personnel Plan P Approve Personne	<b>Personnel Order 0001/2013/2</b> el Order.	014 (Attachment 7.7)
	Motion:	Second:	Vote:
7.8		plication for 2013-14 Fundir solidated Application for 2013	
	Motion:	Second:	Vote:
7.9		t policy (Attachment 7.9) eless student policy.	
	Motion:	Second:	Vote:
7.10		policy (Attachment 7.10) ected prayer policy.	
	Motion:	Second:	Vote:
7.11	(Attachment 7.11 Approve the school	)	exercise of powers agreement  LF) a Joint exercise of powers agreement as
	Motion:	Second:	Vote:
CON	SENT CALENDA	R	

### 8.0

- Approval of the Minutes: June 18, 2013 8.1
- 8.2 Approval of the Check Register for June and July 2013

	Wollon: Second; Vole:
9.0	INVITATION TO ADDRESS THE BOARD, CLOSED SESSION ITEMS: Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.
10.0	CLOSED SESSION: Adjourn to closed session at(time).  The Governing Board will meet in Closed Session to consider matters of student discipline, personnel matters, labor negotiations, litigation and facilities and/or land acquisition.  10.1 Public Employee Performance Evaluation (Govt. Code 54957)  Title: Director/Principal
11.0	RECONVENE OPEN GENERAL SESSION:
	The board reconvened to General Session at (time).
12.0	REPORT OUT OF CLOSED SESSION, IF APPLICABLE:
13.0	BOARD COMMENTS
	Governing Board comments and introduction of issues that may be addressed at future
	meetings.
14.0	ADJOURNMENT
	Motion: Second: Vote:
	The meeting was adjourned at
-	

### THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

### SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Sycamore Academy of Science and Cultural Arts.

### FOR MORE INFORMATION

For more information concerning this agenda, please contact Sycamore Academy of Science and Cultural Arts

Telephone, (951) 678-5217.

### edteć

Business and Development Specialists for Charter Schools

# of Science & Cultural Arts Sycamore Academy

Financial Update August 20, 2013



edtec.com

### Agenda

- 2012-13 Soft Close
- State Budget Update
- 2013-14 Current Revenue Forecast
- 2013-14 Current Expense Forecast
- 2013-14 Cash Flow Forecast

- Exhibits
- Cash Flow
- July 2013 YTD Financials



# 2012-13 Soft Close: Revenues

during the Unaudited Actuals process, the board will be updated. This is our current expectation for final 2012-13 revenues. If anything changes

- Increases to revenue forecast at year end = \$32.2K
- \$21.8K due to final P2 ADA calculation (increase of 3 ADA)
- \$8.3K due to prior year revenues unaccrued (primarily BTSA)
- \$1K due to reimbursements from LEUSD
- \$1K due to field trip revenue received in June

# Decreases to revenue forecast = \$1.8K

\$1.8K below fundraising goal

# **Current Revenue Forecast**

- + \$30K more than previous month's forecast
- + \$70K more than board approved budget (Feb.)



# 2012-13 Soft Close: Expenses

during the Unaudited Actuals process, the board will be updated. This is our current expectation for final 2012-13 expenses. If anything changes

# Increases to expense forecast at year end = \$13.8K

- teacher; the reimbursement revenue also came in June \$6.3K Salaries & Benefits, primarily due to BTSA stipend that was not budgeted for one
- Note that bonuses are included in this amount, despite not being paid out as of 6/30
- such as Oversight, Encroachment, Business Services; also due to balance sheet cleanup \$7.5K Services & Other Operating Expenses, due to revenue or ADA dependent costs (writing off about \$4K of old receivables)

# Decreases to expense forecast = \$13.4K

- \$7.3K due to under budget spending on Books & Supplies
- \$6.1K due to under budget spending on Legal,

# Current Expense Forecast

- + \$0.4K more than previous month's forecast
- + \$14.3K more than board approved budget (Dec.)



# 2012-13 Soft Close

during the Unaudited Actuals process, the board will be updated. This is our current expectation for final 2012-13 expenses. If anything changes

Remaining Fund Balance	Total Reserve Set-Aside		13-14 Technology Reserve (2%)	Cash Reserve (Recommendation: 5% of Op. Exper		Ending Fund Balance (including Depreciation)	Operating Income (including Depreciation)	Beginning Balance (Unaudited)	Fund Balance	Operating Income (including Depreciation)	Operating Income (excluding Depreciation)	ioai expenses	Capital Outlay	Services and Other Operating Expenditures	Books and Supplies	Compensation and Benefits	Expenses	Total Revenue	Fundraising and Grants	Local Revenues	Other State Revenues	Federal Revenue	General Block Grant	Revenue	SUMMARY	
435,478	156,993	34,887	34,887	6 of Op. Exper 87,218		Depreciation) 592,471	preciation) 57,027	535,445		ation) 57,027	preciation) 100,408	1,/44,368		Expenditures 747,348	61,988	935,032		1,844,776	25,675	209,386	211,601	neres	1,398,113	Perco		Feb. Approved Budget
8 460,311		7 35,166	7 35,166	8 87,915		1 618,558	27 83,113	535,445		27 83,113	126,494	1,758,291		18 760,196	38 63,063	32 935,032		76 1,884,785	75 26,035	86 215,383	01 219,198	Ė	13 1,424,170			d Previous Forecast
490.664	158,289	35,175	35,175	87,938		648,953	113,508	535,445		113,508	156,185	1,758,763		761,602	55,741	941,421		1,914,948	24,209	216,245	235,651		1,438,842			Current
					-					30,395	29,691	(472)		(1,406)	7,322	(6,389)		30,163	(1,826)	862	16,453	1	14,673			(Previous vs. Current Forecast)
										56,481	55,777	(14,395)		(14,254)	6,247	(6.389)		70,172	(1.466)	6,859	24,050		40.729		. 0.00004)	(Budget vs. Current

# California State Budget Update

With \$2.1B established for LCFF during 2013-14, the CDE has certified the Advance Apportionment with an increase in funding for all schools

- California's 2013-14 Budget approved in June provided good news
- \$2.1B will be distributed via the Local Control Funding Formula
- This will benefit charters in general, as all have been locked out of many categorical funding available to districts
- Schools with high counts of FRL, ELL, or Foster students will benefit through Supplemental increases to that funding
- Advance Apportionment confirmed a positive outlook:
- While the CDE is still solidifying the calculations driving the LCFF, it has increased the Advance Apportionment by \$1.5B
- This results in a 4.62% increase in general purpose funding for all schools
- Cash outlook is improved, with no fall deferrals
- EPA funding (17.92% of state aid this year) will be apportioned in quarterly installments
- CDE noted that final LCFF funding will be calculated at P-2
- It's possible that the CDE could recertify the Advance Apportionment or make LCFF calculations at P-1, but left the door open for actual calculations to come with P-2



# LCFF: How will this be calculated?

several restricted funds with a streamlined calculation. The LCFF will replace the state's traditional funding system comprised of

### The Old Version

Source	Detail
General Purpose Entitlement	ADA-based funding analogous to districts' Revenue Limit
Categorical Block Grant	Charter funding at ~\$400/ADA
Economic Impact Aid	Funding per ED (poverty line) or ELL
Class Size Reduction	Based on K-3 class size, locked at '08-09 funding
Supplemental Hourly Instruction & Categorical Consolidated	Smaller categoricals lumped together, and locked at '08-09 funding

## The New Version

Source	Detail
"Base Grant"	Similar in principle to the GBG
"Grade Level Add-ons"	For K-3 (CSR) and 9- 12 (CTE) only
"Supplemental Grant"	Based on the unduplicated count of FRL / ELL / Foster students, capped at the district level



This total will be calculated by the state, but full implementation will be executed over an 8-year period



# LCFF: How does this affect Sycamore?

Overall state revenues are projected to be up by \$56K next year due to the Local Control Funding Formula.

### The Old Version

In order to compare apples-to-apples, the state determines the average per-ADA funding based on the revenue sources stated on the previous slide

# Sycamore's "Base Rate": \$5,757 per ADA

### The New Version

and then calculates its new "target" based on the LCFF calculations.

# Sycamore's "Target Rate": \$7,909 per ADA

100.0%	89.7%	79.4%	69.2%	58.9%	48.6%	26.9%	11.8%	Total Effective Implementation Percentage
100%	50%	33%	25.0%	20%	29.7%	17.1%	11.8%	Implementation Percentage Towards Goal
FY 2021	FY 2020	FY 2017 FY 2018 FY 2019 FY 2020	FY 2018	FY 2017	FY 2015 FY 2016	FY 2015	FY 2014	

- This increase 11.8% of the way to Sycamore's target rate results in an additional \$56K projected for the 2013-14 fiscal year
- While these calculations rely on the most current budget information, the CDE has noted that figures will be solidified at P-2



# LCFF: How will it appear in the financials?

school via different paths, just like the General Block Grant in previous years. While the LCFF calculations generate one total entitlement, it will arrive to the

From the State

From the District

via the 5-5-9 schedule

State Aid (8015)

LCFF-Eligible Categoricals (8015)

quarterly

Education Protection Account (8012)

monthly

Property Tax (8096)

Total Local Control Funding

This includes the previously separate funding streams of:

New Charter Categorical*	Class Size Reduction
Categorical Consolidated	Supplemental Hourly Instruction
Economic Impact Aid*	Categorical Block Grant*

<sup>\*</sup>Indicates funds received by Sycamore in 2012-13

Now, categoricals are streamlined into the LCFF add-ons and supplementals

All of these streams combined equal the General Purpose funding that appears at the top of the monthly financials



# Current Revenue Forecast: July YTD Update

the LEUSD agreement. State revenues increased since the board approved budget, due to LCFF and

- Increases to revenue forecast = \$251K
- \$56K due to Local Control Funding Formula
- \$195K due to In-Lieu of Prop 39 agreement
- Decreases to revenue forecast = \$0

# **Current Revenue Forecast**

+ \$251K more than board approved budget (May)



# Current Expense Forecast: July YTD Update

Expenses increased since board approved budget, primarily due to revenue dependent costs

# Increases to expense forecast = \$5.2K

- \$3.2K business services (revenue-dependent)
- \$950 oversight (revenue-dependent)
- \$1K Communications (monthly bills will increase due to increased bandwidth)

# Decreases to expense forecast = \$1.2K

\$1.2K interest due to update of TI loan amortization

# Current Expense Forecast

+ \$4K more than board approved budget (May)



# 2013 - 14 Current Forecast: July YTD Update

	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)
SUMMARY			
General Block Grant	1,586,863	1,826,862	239,999
Federal Revenue	1	1	
Other State Revenues	234,733	51,068	(183,665)
Local Revenues	11,221	206,221	195,000
Fundraising and Grants	26,189	26,189	
Total Revenue	1,859,007	2,110,340	251,333
Expenses			
Compensation and Benefits	950,529	950,569	(40)
Books and Supplies	66,301	66,301	
Services and Other Operating Expenditures	754,818	758,867	(4,049)
Capital Outlay	•		
Total Expenses	1,771,648	1,775,737	(4,089)
Operating Income (excluding Depreciation)	87,358	334,603	247,244
Operating Income (including Depreciation)	39,639	291,926	252,287
Fund Balance Beginning Balance (Unaudited)	648,953	648,953	
Operating Income (including Depreciation)	39,639	291,926	
Ending Fund Balance (including Depreciation)	688,592	940,879	
CDE Recommendation (5% of Operating Expenses)	88,582	88,787	



# Cash Flow Forecast

Based on current assumptions, Sycamore Academy will have a positive cash balance in all months this school year.

- Under current assumptions, SASCA will not have a cash need in 13-14
- Cash flow forecast will be monitored with any budget changes, including those related to the current facilities discussions
- Currently, the expected ending balance in all months is around \$500K
- we will update the forecast as information becomes available increase, though the State may choose not to disburse the increase at that time Note that Spring apportionment payments are assumed to include the LCFF



### edteć

- Cash Flow
- July 2013 YTD Financials
   EXHIBITS

Sycamore Academy
Monthly Cash Forecast
As of most recent monthly close

						2013/14 Actual & Projected	714 rolected							
	Jul Actual	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May	Jun	Forecast	AP/AR
Beginning Cash	\$216,813	611,712	627,332	463,531	607,002	493,339	470,206	621,573	509,843	516,283	563.856	488.483		
Revenue												:		
General Block Grant Federal Income		70,903	70,903	204,531	127,626	127,626	204,531	127,626	143,910	187,301	51,652	·	1,826,862	510,251
Other State Income			·	;				11,703	2,128		11,703		51,068	25.534
Fundraising and Grants	ъ.	(15)	2,619	2,619	2,619	2,619	2,619	1,122 2,619	1,122 2,619	1,122 2,619	1,122 2,619	198,122 2,619	206,221 26,189	
Total Revenue	5	70,889	74,644	208,272	131,367	131,367	208,272	143,070	149,779	191,042	67,096	198,741	2,110,340	535,785
Expenses Compensation & Benefits	15,472	95,274	87,066	85,262	84,962	24 983	87 367	35 35	200	3	3	1		- 10
Books & Supplies	8,127	11,265	13,402	3,723	3,723	3,723	3,723	3,723	3,723	3,723	3,723	3,723	950,569	
Capital Outlay	27718	43,013	23,890	30,901	118'60	53,8/1	53,831	53,791	53,705	53,663	53,622	139,147	758,867	
Total Expenses	115,370	160,152	154,458	142,936	142,596	142,556	144,921	142,776	142,690	140,780	140,738	215,763	1,776,737	
Operating Cash Inflow (Outflow)	(115,386)	(79,263)	(79,814)	65,335	(11,229)	(11,189)	63,351	294	7,089	60,262	(73,642)	(17,022)	334,603	636,786
Revenues - Prior Year Accruals	556,598	126,497	17,838		9,489									
Expenses - Prior Year Accruats Accounts Receivable - Current Year	(10,082)	(128,021)							<b>*</b> 000)	•000				
Accounts Payable - Current Year	(46,922)	(4,225)	•			٠,	, ,	٠.	٠.	٠.				
Summerholdback for Teachers Loans Payable (Current)	(37,525)	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300		
Loans Payable (Long Term)	(4,628)	(4,689)	(15,125)	(15,164)	(15,204)	(15,244)	(15,284)	(15,324)	(4,948)	(4,990)	(5,031)	(5,073)		830
Other Long Term Debt							E •		•	• ;				
Capital Expenditure & Depreciation	•						- 50	- 19			- χ			
Other Balance Sheet Changes	53,814	e.	•	•						٠,	٠.	٠.		
Ending Cash	\$611,712	627,332	463,631	507,002	493,339	470,206	521,573	509.843	518 284	683 683	488 487	180 800		

As of most recent monthly close				
	Actual		Budget	
	الىل	Approved Budget	Current Forecast	Variance (Budget vs. Current Forecast)
SUMMARY				
Revenue				
General Block Grant		1,586,863	1,826,862	239,999
Federal Revenue		•	•	
Other State Revenues	1	234,733	51,068	(183,665)
Local Revenues		11,221	206,221	195,000
Fundraising and Grants	15	26,189	26,189	•
Total Revenue	<u>1</u> 55	1,859,007	2,110,340	251,333
Expenses				
Compensation and Benefits	15,472	950,529	950,569	(40)
Books and Supplies	8,12/	66,301	66,301	
Services and Other Operating Expenditures Capital Outlay		754,010	- 198,867	(4,049)
Total Expenses	115,370	1,771,648	1,775,737	(4,089)
Operating Income (excluding Depreciation)	(115,356)	87,358	334,603	247,244
Operating Income (including Depreciation)	(115,356)	39,639	291,926	252,287
Fund Balance  Reginning Balance (Unaudited)	648,953	648,953	648,953	
Operating Income (including Depreciation)	(115,356)	39,639	291,926	
Ending Fund Balance (including Depreciation)	533,597	688,592	940,879	
CDE Recommendation (5% of Operating Expenses)		88,582	88,787	

Budget

Variance

### Detail

9-12	7-8	4-6	K-3	Enrollment Summary	
-12	ço	ֆ	3	Summary	

**Total Enrolled** 

				ADA %
Average	<del>9</del> -12	7-8	4-6	
ν.				

ADA

K-3 4-6 7-8 9-12 Total ADA

																	Jul	
304.0	0.0	0.0	113.9	190.1	97%	95%	95%	97%	97%		315		1	118	197	•	Approved Budget	
304.0	0.0	0.0	113.9	190.1	97%	95%	95%	97%	97%		315	,		118	197	1	Current Forecast	
												•	•	•			(Budget vs. Current Forecast)	

### REVENUE

8096	8015	8012	General
Charter Schools in Lieu of Prop. Laxes	General Purpose/Local Control	Education Protection Account	General Purpose/Local Control Entitlement

New School Categorical	8593
Educationally Disadvantaged Block Grant	0
Categorical Block Grant	8592
State Lottery Revenue	8560
Mandated Cost Reimbursements	8550
Other State Revenues	8300

SUBTOTA
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•
Other S
State
Income

8701	8693	8650	8600
In Lieu of Prop 39	Field Trips	Leases and Rentals	Other Local Revenue

8803	8802	8800
Fundraising	Donations - Private	Donations/Fundraising

**SUBTOTAL - Local Revenues** 

## **SUBTOTAL - Fundraising and Grants**

**TOTAL REVENUE** 

701,000	2,110,340	1,009,007	10
254 222	2 440 240	1 050 007	ħ
	26,189	26,189	15
, ,	7,829 18,360	7,829 18,360	٠ 5
	1	1	, I
195,000	206,221	11,221	
195,000	195,000	•	
•	2,221	2,221	ı
•	9,000	9,000	ı
(183,665)	51,068	234,733	1
(38,605)	•	38,605	•
(17,914)	,	17,914	
(127,062)	•	127,062	,
ŗ	46,812	46,812	
(85)	4,256	4,341	
239,999	1,826,862	1,586,863	·
6,283	297,768	291,485	,
(93,658)	1,201,720	1,295,379	•
327,374	327,374	t	•
	:		
Current Forecast)	Forecast	Budget	Jul
Variance (Budget vs.	Current	Approved	
	Budget		Actual

8/15/2013

3 of 6

### **EXPENSES**

Compensation & Benefits

Certificated Supervisor & Administrator Salaries	1300
Teacher - Substitute Pay	1103
Teachers Salaries	1100
Certificated Salaries	1000

## **SUBTOTAL - Certificated Employees**

2000	Classified Salaries
2100	Classified Instructional Aide Salaries
2400	Classified Clerical & Office Salaries
2900	Classified Other Salaries

## **SUBTOTAL - Classified Employees**

3600	3500	3400	3300	3200	3100	3000
Workers Comp Insurance	Unemployment Insurance	Health & Welfare Benefits	OASDI-Medicare-Alternative	PERS	STRS	Employee Benefits

### **SUBTOTAL - Employee Benefits**

(40)	223,076	223,035	15,472
	16,732	16,732	8,170
288	6,012	6,299	•
	126,000	126,000	7,302
992	17,463	18,455	
	5,818	5,818	•
(1,320)	51,051	49,731	
_	108,697	108,697	
	19,004	19,034	,
1	31,926	31,926	,
	57,737	57,737	•
	618,797	618,797	
	86,930	86,930	LOSSO PROPERTIES AND ADDRESS OF THE PARTY OF
	16,000	16,000	
1	515,867	515,867	
Variance (Budget vs. Current Forecast)	Current Forecast	Approved Budget	Jui
	Budget		Actual

4 of 6

4430 4720	4345 4410	4335	4325	4320	4200 4315	<b>4000</b> <b>4</b> 100	
Computers (incividual items less than \$5K)  Non Classroom Related Furniture, Equipment & Supplies  Other Food	Non Instructional Student Materials & Supplies Classroom Furniture, Equipment & Supplies	PE Supplies	Instructional Materials & Supplies	Educational Software	Books & Other Reference Materials Custodial Supplies	Books & Supplies Approved Textbooks & Core Curricula Materials	

### **SUBTOTAL - Books and Supplies**

5803	5699	5617	5615	5610	5605	5520	5515	5510	5450	5310	5305	5225	5220	5215	5210	5000
Accounting Fees	Other Rentals, Leases and Repairs 6	Repairs and Maintenance - Other Equipment	Repairs and Maintenance - Building	Rent	Equipment Leases	Security	Janitorial, Gardening Services & Supplies	Utilities - Gas and Electric	Insurance - Other	Subscriptions	Dues & Membership - Professional	Travel - Meals & Entertainment	Travel and Lodging	Travel - Mileage, Parking, Tolls	Conference Fees	Services & Other Operating Expenses

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	·	•	ı	51,342	594	266	113	,	12,381	ı	•	•	164	125		8,127	ų <del>t</del>	2 '	3,/32	2 '	,	150	1,126	352	2,529	143	ı		Jul			Actual
7,650	420	1,502	9,611	304,610	5,679	1,824	12,607	24,000	17,311	306	5,611	2,039	5,000	1,547	638	66,301	2,429	) 1	21,672	3,5/0	4,833	1,530	11,983	9,193	2,418	4,544	1,020	3,060	Budget	Approved		
7,650	420	1,502	9,611	304,610	5,679	1,824	12,607	24,000	17,311	306	5,611	2,039	5,000	1,547	638	66,301	2,429	2 49	21,6/2	3,570	4,833	1,530	11,983	9,193	2,418	4,544	1,020	3,060	Forecast	Current		Budget
î	8 <b>1</b> 3	37 <b>8</b> 08	3.63	<b>2</b> €23	<b>3</b> ∎3	33 <b>1</b> 3	r)	<b>I</b> O	C.	e	r	e	T.			1			1	1	,		•				:		Current Forecast)	(Budget vs.	Variance	

5920	5915	5910	5899	5896	5887	5881	5878	5875	5872	5863	5860	5857	5854	5851	5848	5845	5843	5839	5836	5833	5830	5824	5812	5809
Communications - Telephone & Fax	Postage and Delivery	Communications - Internet / Website Fees	Miscellaneous Operating Expenses	Internet/Website consulting	Technology Services	Student Information System	Student Assessment	Staff Recruiting	Special Education Encroachment	Professional Development	Printing and Reproduction	Payroll Fees	Consultants - Other 1	Marketing and Student Recruiting	Licenses and Other Fees	Legal Fees	Interest - Loans Less than 1 Year	Fundraising Expenses	Fingerprinting	Fines and Penalties	Field Trips Expenses	District Oversight Fees	Business Services	Banking Fees

## SUBTOTAL - Services & Other Operating Exp.

### TOTAL EXPENSES

6900 Total Depreciation (includes Prior Years)

## TOTAL EXPENSES including Depreciation

8/15/2013

5,042	42,677	47,719	
(4,089)	1,775,737	1,771,648	115,370
(4,049)	758,867	754,818	91,772
(1,044)	5,828	4,784	<b>4</b> 8
1	1,897	1,897	) i
1	263	263	•
	ı	1	4,336
•	3,600	3,600	3,600
t	1,141	1,141	179
	15,234	15,234	6,364
	4,202	4,202	977
•	953	953	•
	110,951	110,951	•
1	10,000	10,000	•
•	1,051	1,051	•
•	4,015	4,015	151
1	7,546	7,546	,
•	2,630	2,630	•
	4,307	4,307	•
	15,300	15,300	923
1,173	9,897	11,070	
	13,137	13,137	ı
•	153	153	
	3,000	3,000	110
	3,534	3,534	
(950)	18,269	17,318	•
(3,227)	121,387	118,160	9,801
ı	216	216	-
Current Forecast)	Forecast	Budget	Jul
Variance (Budget vs.	Current	Approved	
Vaniana			

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Submit student information upload to EADMS	Trimester integrated curriculum plan submission deadline	PFT Personal Best Assessment	Learning Record Audits	Conduct GATE testing	Order GATE testing materials	Collect referrals from teachers for GATE	Conduct CEDTL initial assessments	Order CELDT materials	Conduct parent survey	Conduct 4 <sup>th</sup> grade Writing Assessment	Administer California Standards Tests for students in grades 2 – 6 (CST, CMA, CAPA)	Provide School Accountability Report Card (SARC) online and in hard copy Director/Principal	Review Charter Update Report	Review and approve Action Plan	Review assessment data- State-Mandated & School-Level assessments	Provide copies of all benchmark assessments to the District	Benchmark Assessment Report to SASCA Governing Board & District	Conduct benchmark assessments	Conduct local assessments: Letter/Sound ID, Running Records, Reading Samples, Writing Samples.	Review, organize, analyze, and summarize all assessment data from the 2012-13 school year.	Review assessment system and academic policies	ACADEMIC PERFORMANCE MONITERING
Director/Principal	Teachers/TOSA	PFT Coordinator/Coach	Teachers	TOSA	TOSA	TOSA	TOSA	TOSA	Director/Principal Teachers	Director/Principal Teachers	Director/Principal Teachers	Director/Principal	Director/Principal	Director/Principal	Director/Principal Teachers, TOSA	Director/Principal	Director/Principal	Teachers	Director/Principal Teachers	Director/Principal Teachers, TOSA	Director/Principal	
							w/in 30 days					2-1-14								8-28-13		
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# SYCAMORE ACADEMY OF SCIENCE AND CULTURAL ARTS

Charter Oversight Calendar

15.	14.	13.	12.		11.	10.	.9	.00	7.	,	Ņ	4	ώ	b	Ë	SIA
Review employee benefits packages/make changes if needed	Determine staff representation on various committees for the next school year	Complete evaluations according to evaluation cycle	Provide Power School attendance training for new teachers	for teachers	Provide RTI, Student Study Team and Special Education training	Provide Assessment Training for teachers	Conduct PMI process in core, focus and other areas	Coordinate CPR and First Aid Training for staff	Participate in Power School Training if needed	Review and update Employee Handbook	Distribute contracts for returning teachers	Staffing Plan with budget	Personnel fie report	Adopt and approve evaluations cycle for teachers	Hire new staff to meet school's needs	STAFFING AND PERSONNEL
Personnel committee	All staff	Director/Principal	Office Manager		Director/Principal	Director/Principal	Director/Principal	Office Manager	Director/Principal Office Manager Office Clerk	Director/Principal	Director/Principal	Director/Principal	Director/Principal	Director/Principal	Personnel Committee	
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FA	FACILITIES			_	D	S	0	Z	0	_	71	3	Α	<b>Z</b>	
1.	Review facilities lease	Director/Principal			×									×	
2	Develop and submit Prop 39 request to the District	Director/Principal	n/a - 2014												
ω	Provide response to District's review of Prop 39 attendance projections	Director/Principal	n/a - 2014		NE THE CO										
4	Review and update Safe School Plan	Office Clerk				×									
5	Regularly conduct site safety inspections	Office Clerk			×	×	×	×	×	×	×	×	×	Ţ	1
6.	Review sub-lease agreement with tenant	Director/Principal				×								×	

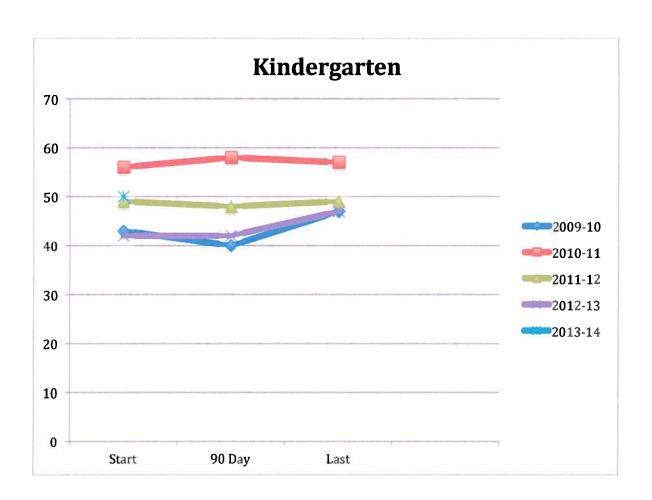
PAI	PARENTS AND COMMUNITY	J	Α	S	0	Z	0	L	T	<b>Z</b>	 >	<u></u>	
1.	Conduct regular meeting of the Parent/Teacher Committee (PTC)  Director/Principal			×	×	×		×	×	×			~ I
,	Parent Information Evenings (PIE)  Showcase Learning Events  Director/Principal Teachers		×	×	×	×	×	×	×	×	×	×	4
ω	Provide online resources for parents to augment the curriculum  Teachers		×	×	×	×	×	×	×	×	×	×	
4.	Conduct regular meetings of the School Site Committee (SSC)  Director/Principal			×			×			×			
6	Prepare and organize Student/Parent Questionnaire    Director/Principal   Teachers			×									ŀ
Ò	Conduct Open Enrollment Office Manager									×			
7.	Provide parent portal for access to student achievement Director/Principal			×	×	×	×	×	×	×	×	×	
.00	Administer Student/Parent Survey  Director/Principal Teachers											×	- 1
0	Set up Trimesters in GradeBook for Parent Portal  Director/Principal		×										

	22.	21.	20.	19.	18.	17.	16.	15.	14.	13.		12.	11.		10.	9	.00	7.		ò		Ģ	4.		·w	2.	. 1	FZ
TO RCOE	Submit (no report "no earnings – closed during summer") report	Review Insurance policies/make changes if needed	Prepare Lois B. Krieger grant applications	Review and approve major contract and purchases (>\$10,000)	End-of-year budget review	Adopt preliminary budget for upcoming budget year (charter p. 116)	Draft and approve budget for upcoming year	Review and approve financial policies	Conduct internal audit	Second interim budget review (charter p. 116)		Charter School Financial Review	Submit audit to District (charter p. 117)		Review audit	First interim budget review (charter p. 116)	Oversee audit response	Review and approve tax return (Form 990) before filing	(charter p. 117)	Receive and review annual audit report		Secure audit firm.	Review unaudited actuals (charter p. 116)		Review attendance data and submissions	Review check register, vendor list	Review YTD budget vs. actuals & cash flow and submit to District (charter Director/Principal p. 116)	FINANCE AND BUDGET
	Office Manager	Director/Principal	Teachers	Director/Principal	Director/Principal	Director/Principal	Governing Board	Director/Principal	Director/Principal	Director/Principal	EdTec	Director/Principal	EdTec	Director/Principal	Governing Board	Director/Principal	Audit Committee	Director/Principal		Director/Principal	Director/Principal	Governing Board	Director/Principal	Director/Principal	Office Clerk	Director/Principal	Director/Principal	
rcoe.us	cnielsen@			As needed						3-15-14			12-15-13			12-15-13												
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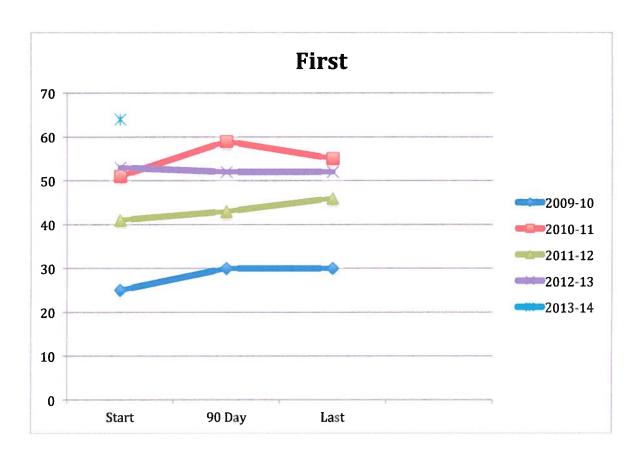
ı															
GO	GOVERNANCE			J	Α	S	0	Z	D	J	711	<b>Z</b>	A	3	_
1.	Conduct all meetings in accordance with the Brown Act (charter. 89)  Governing Board	Board			×	×	×	×	-	×	×	×	×	×	×
2.	Provide District Superintendent with copies of all of its Governing Board   Governing Board	Board			<	<b>:</b>	<	٠		<	:				
	agendas, Director/Principal	rincipal			>	×	×	×	_	>	×	×	×	×	×
ίm	Staffing Plan Director/Principa	rincipal			×								1	×	
4.	Notify superintendent of the school district of the pupil's last Office Clerk known address within 30 days of student leaving SASCA	rincipal k	Weekly/ ongoing		×	×	×	×	×	×	×	×	×		×
Ņ	Conduct joint articulation meetings with authorizer (LEUSD)  Director/Principal	rincipal			×	×	×	×	×	×	×	×	×	×	×
0	Political Reform Act training for all board members and administration   Governing Board	Board	Annually/ 45 days								×				
77	Complete and submit Form 700 on all board members and administration Governing Board Icharter p. 88)    Director/Principal	Board rincipal										×			
œ	wn Act training	rincipal	Annually									×	1		$\dashv$
Ò	The District and SASCA shall meet each year to ensure a mutual understanding of the allocation of duties in regards to Special Education	rincipal											×	·	
10.	Develop and approve revised school calendar for 2014/15 school year	p Team											D	>	
		Board	5-20-14									T	;	:	
11.	Approve resolution of the board noticing the annual meeting Governing Board	Board												RA	
12.	The Board shall meet at least nine (9) times per Director/Principa	rincipal												RA	
13.	Conduct annual meeting as specified and noticed by resolution of the Board Director/Principal	Board													×
14.	SASCA will notify the District, in writing, who will be the Special Education Director/Principal Liaison prior to the start of the school year (charter p. 66)	rincipal													×
15.	Report on the means by which the school will achieve a racial and ethnic birector/Principal balance as per Ed Code 47605 (b)(5)(G)	rincipal													P
16.	Review board terms and elections (charter p. 89)	rincipal										$\exists$	1	+	77
17.		rincipal	As needed												
	Incorporations and/or Bylaws (charter p. 89)		(w/in 3 days)							•					
18.	Submit Form SI 100 Statement of Officers to the Franchise Tax Board Director/Principal	rincipal	EOY - Oct. 2014												
19.	Submit Insurance Certificate to LEUSD Office Clerk	*	07-10-14												×

### August 16, 2013 Enrollment Data Report

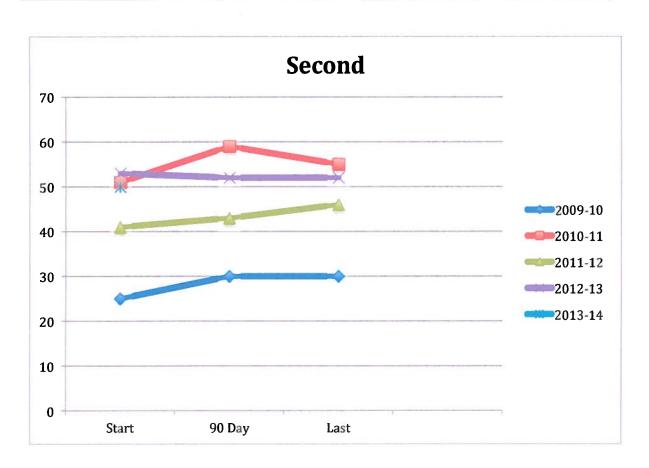
	2009-10	2010-11	2011-12	2012-13	2013-14
Start	43	56	49	42	50
90 Day	40	58	48	42	
Last	47	57	49	47	



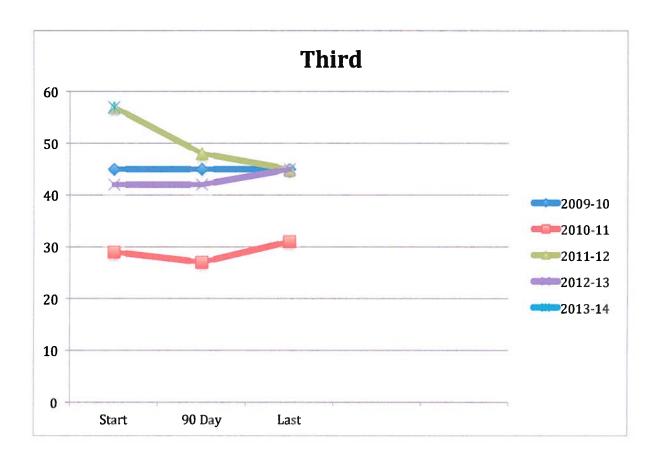
	2009-10	2010-11	2011-12	2012-13	2013-14
Start	43	53	55	53	64
90 Day	48	52	54	52	
Last	52	52	54	53	



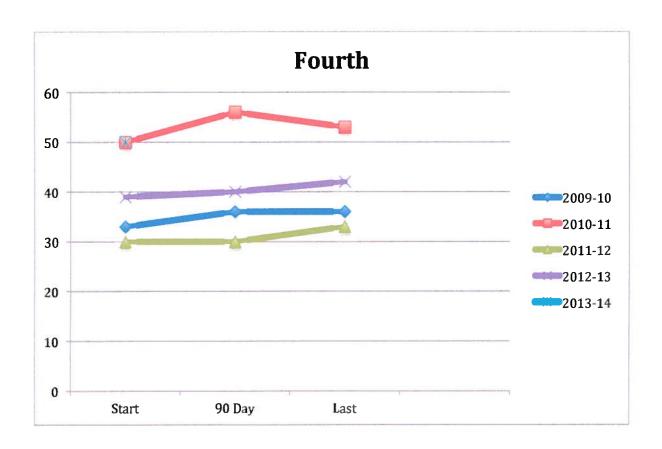
	2009-10	2010-11	2011-12	2012-13	2013-14
Start	25	51	41	53	50
90 Day	30	59	43	52	
Last	30	55	46	52	



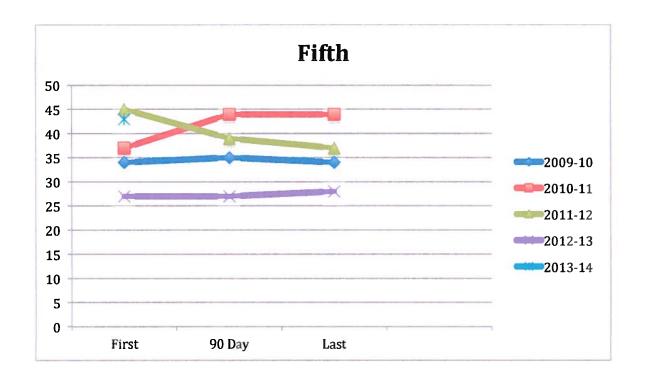
	2009-10	2010-11	2011-12	2012-13	2013-14
Start	45	29	57	42	58
90 Day	45	27	48	42	
Last	45	31	45	45	



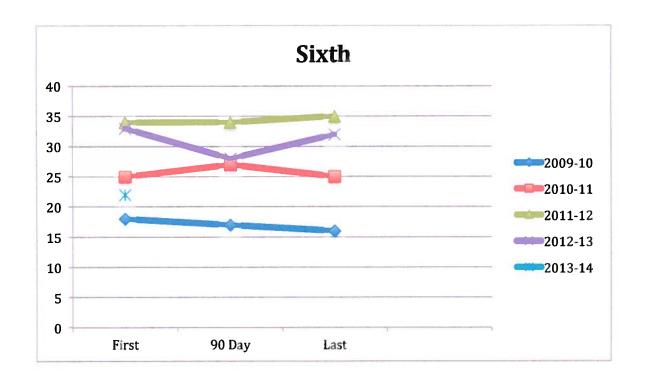
	2009-10	2010-11	2011-12	2012-13	2013-14
Start	33	50	30	39	50
90 Day	36	56	30	40	
Last	36	53	33	42	



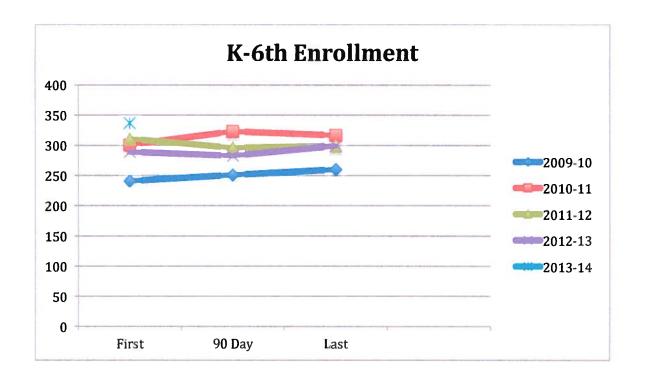
	2009-10	2010-11	2011-12	2012-13	2013-14
First	34	37	45	27	43
90 Day	35	44	39	27	
Last	34	44	37	28	



	2009-10	2010-11	2011-12	2012-13	2013-14
First	18	25	34	33	22
90 Day	17	27	34	28	
Last	16	25	35	32	



	2009-10	2010-11	2011-12	2012-13	2013-14
First	241	301	311	289	337
90 Day	251	323	296	283	
Last	260	317	299	299	



#### **Ronald Reagan Charter School Alliance**

#### 2013-14 General Assurances

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights
  Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and
  Chapter 4 (commencing with §30) of Division I of Title 5, California Code of Regulations (CCR)
- 2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the Education Code (EC), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- 3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- 4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws.
   (PL 105-17; 34 Code of Federal Regulations (CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- 6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- 7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- 8. Schoolsite councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (EC §64001)
- 9. The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR* T5, §4202)
- 10. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their

duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR 76.722, 76.730, 76.731, 76.734, 76.760; 34 CFR80.42)

- 11. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR* T5, §4600 et seq.)
- 12. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 *CFR* Part 82.
- 13. The LEA has complied with the certification requirements under 34 *CFR* Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 *CFR* Part 85)
- 14. The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- 15. The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- 16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
- 17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))
- 18. The LEA will participate in the Standardized Testing and Reporting program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); EC §60640, et seq.)
- 19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (EC §45344(a))
- 20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of EC Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect

the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (EC §§11502, 11504)

- 21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (CCRT5, §3942)
- 22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; CCR T5, §3934)
- 23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (EC §§62002, 52034(I), 52035(e)(I), 54101; CCR T5, §§3944, 3946)
- 24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (EC §63001; CCR T5, §3944(a)(b))
- 25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (EC §48438)
- 26. Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
- 27. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.

Adopted: _			
	Board Secretary	Date	

#### **Memorandum of Understanding**

#### Effective Date August 20, 2013

between Ronald Reagan Charter School Alliance, ("RRCSA")

a California non-profit public benefit corporation operating Sycamore Academy of

Science and Cultural Arts, a California public charter school,

located at 32326 Clinton Keith Road

Wildomar, California 92595

and Institute for Learning Centered Education, ("ILCE")

a STATE Non-Profit Corporation

located at 414 Bagdad Road

Potsdam, New York 13676

The sole purpose of this Agreement (the "Agreement") shall be to promote attendance and registration for five annual events to be titled, Student Centered Education Working Laboratory (the "Conference"), which shall be designed and modeled after the ILCE's Constructivist Design Conference.

RRCSA and ILCE (the "Parties") agree that the Student Centered Education Working Laboratory (SCEWL) will be held every summer for the next five years, beginning in 2014, with specific dates to be agreed upon in writing by both parties at a later date. Each such event shall be designated by the title, SCEWL, followed by the year of the conference (e.g., SCEWL 2014).

RRCSA and ILCE desire to work cooperatively to plan, develop and conduct the SCEWL and this Agreement sets forth the terms and conditions to which the parties expressly agree.

#### **Definitions**

**Revenue:** Income from conference registration fees, sponsorships and/or vendors, including grants and any other additional third-party funding obtained by any of the partners and used to cover conference expenses.

**Expenses:** Expenditures in the categories listed in Appendix A.

**Proceeds:** The difference between revenues and expenses in the categories that are listed in Appendix A.

#### **Terms and Conditions**

In consideration for the mutual promises, covenants, and agreements made below, the parties agree as follows:

RRCSA and the ILCE shall cooperate as follows:

#### 1. Training.

RRCSA shall send at least four representatives to participate in the 2013 Constructivist Design Conference held by ILCE at St. Lawrence University, July 14 - 20, 2013. RRCSA representatives shall thereafter develop the agenda and marketing plans for the SCEWL. This team shall be funded by the sponsoring organization. RRCSA shall pay the costs for at least four representatives, including registration fees, meals, and lodging. At this time, RRCSA has estimated this cost to be approximately \$3,640.

RRCSA shall send three additional representatives to work closely with ILCE conference coordinators and registration desk coordinators during the 2013 ILCE Constructivist Design Conference. It is the intent of the parties that these three representatives shall serve as Coordinators of the SCEWL 2014. RRCSA shall pay \$100 for each of the three representatives to attend the 2013 ILCE Constructivist Design Conference and work closely with ILCE conference and registration desk coordinators. ILCE waives any additional costs for these three representatives to attend the conference. RRCSA shall pay the \$300 on or before July 12, 2013.

The parties agree that the SCEWL will be structured on the format and related Conference specifics designed by the Institute for Learning Centered Education, titled the Constructivist Design Conference used at said conferences since 1995. Changes in format and/or Conference specifics will only be made with the approval of the Institute.

The parties agree that all literature and materials designed to advertise or otherwise represent the conference shall be by mutual agreement of the parties as to its content and format.

RRCSA shall pay all expenses associated with each of the five planned SCEWLs but shall be reimbursed from Proceeds assuming that Revenues exceed Expenses and in accordance with the reimbursement schedule set forth in **Exhibit A**.

ILCE shall provide the following in-kind contributions pursuant to this Agreement:

- Visits to RRCSA offices to assist with logistics, planning and organizational strategies in support of all aspects of this agreement at least three times between April 1, 2013 and June 1, 2014 by organizers and/or key people involved in the St. Lawrence University conferences and as needed and mutually agreed upon in writing during subsequent years of this Agreement.
- Assistance soliciting facilitators and other staff for the SCEWLs from facilitators and staff currently working at the Saint Lawrence University conferences.
- Send at least two ICLE representatives to all five SCEWLs.
- Provide any and all reasonable support requested by organizers of the West Coast conferences.

- 2. **Parties' Authority.** Except as otherwise provided in this Agreement, no Party acting alone shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, the other Party. Each Party will indemnify the other Party against any claim, loss or damage.
- No Warranties. ILCE hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity, including RRCSA and any person employed by RRCSA.

#### 4. Term & Termination

**Term**. The initial term of this Agreement shall be for five years, commencing on the Effective Date as set forth herein and ending on December 31, 2018.

**Termination.** Either party may terminate this Agreement by written notice subject to the following terms and conditions of this Section 4.

- 1. Prior to a written notice of termination, the Parties shall attempt in good faith to meet and/or discuss together any issues giving rise to a potential termination of this Agreement by a party to this Agreement.
- 2. In the event that such an informal resolution is unsuccessful, either Party has the right to terminate this Agreement with 30 days written notice upon the occurrence of one or more of the following events:
  - a) an annual conference produces a financial loss to the Sycamore Academy.
  - b) any alleged breach of this Agreement that a Party feels justifies termination.
- 3. In the event of termination, both Parties shall be entitled to reimbursement for any and all expenses up to \$10,000 not reimbursed as of the date that termination is requested by one or both Parties. A Party requesting reimbursement must present documentation sufficient to establish the basis for each expense being claimed for reimbursement. Such documentation may be in the form of an invoice or receipt for goods or services purchased pursuant to this Agreement. Reimbursement shall first be made from any conference-related proceeds or general funds held in deposit by the Parties for the express purpose of funding conferences and other activities pursuant to this Agreement. Should said funds be insufficient to reimburse a Party requesting reimbursement, that Party is entitled to seek reimbursement by arbitration subject to the terms and conditions of this Agreement.
- 4. This termination clause in no way prevents, restricts or limits a Party's rights to pursue any rights and remedies it may be entitled to by means of arbitration subject to the terms and conditions of this Agreement. Should either Party initiate arbitration proceedings, however, then neither Party is entitled to any reimbursement until such time as the arbitration proceedings are complete and the arbitrator has issued a judgment or award. Any judgment or award issued by an arbitrator shall include a judgment and final determination of which Party or Parties is/are entitled to reimbursement subject to the maximum reimbursement award of \$10,000.

**Default:** This Agreement shall terminate upon the Default of either party. A Default is defined as the occurrence of any of the following:

- a Party becomes insolvent or generally fails to pay, or admits in writing its inability to pay, debts as they become due;
- or a Party applies for, consents to, or acquiesces in the appointment of, a trustee, receiver
  or other custodian for such Party or any property thereof, or makes a general assignment
  for the benefit of creditors;
- or, in the absence of such application, consent or acquiescence, a trustee, receiver or other
  custodian is appointed for a Party or for a substantial part of its property and is not
  discharged within thirty days;
- or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is commenced in respect of a Party and if such case or proceeding is not commenced by such Party, it is consented to or acquiesced in by such Party or remains for thirty days undismissed.
- 5. Trademarks & Trade Names. Neither party shall use the name of the other party in any news release, public announcement, advertisement or other form of publicity without the prior written consent of the other party. RRCSA is hereby granted permission to use the ILCE's name in RRCSA's promotional materials for the sole purpose of identifying the ILCE as a customer of RRCSA. The ILCE is hereby granted permission to use during the term of this Agreement the trademarks and trade names used by RRCSA in connection with the Products and services covered by this Agreement. Such permission is expressly limited to uses by the ILCE necessary to the performance of the ILCE's obligations under this Agreement.
- 6. Independent Contractors. The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.
- 7. Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of California, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of California. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.
- 8. **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous

- communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.
- 9. All Amendments in Writing. No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.
- 10. **Notices.** Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.
- 11. **Arbitration.** Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in Orange County, California in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. RRCSA and ILCE intend that this Agreement to arbitrate be irrevocable.
- 12. **Delay is Not a Waiver.** No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.
- 13. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.
- 14. Non-Assignability & Binding Effect. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.
- 15. Certain Sections Invalid. If any provisions of this Agreement are held by a court of

- competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.
- 16. **Headings.** The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.
- 17. **Survival of Certain Provisions.** The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

#### **Understood, Agreed & Approved**

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

RRCSA	ILCE	
Board President	ILCE, Title	

#### **EXHIBIT A**

The following Exhibit describes the manner in which revenues, expenses and proceeds shall be distributed by and among the Parties.

#### YEAR ONE

As to revenues, expenses and proceeds related to the SCEWL 2014:

- If revenues exceed expenses, payment of proceeds shall first be made to RRCSA to cover conference-related expenses as outlined in **Exhibit B**.
- If the proceeds that remain are less than \$2,000, no payment of proceeds shall be made to ILCE and RRCSA shall retain all proceeds.
- If the proceeds that remain are \$2,000 or greater, then those proceeds shall be paid to ILCE to cover conference-related expenses as outlined in **Exhibit B** in an amount not to exceed \$3,000.
- Any and all remaining proceeds shall be divided equally between the Parties.

#### YEAR TWO

As to revenues, expenses and proceeds related to the SCEWL 2015:

- If revenues exceed expenses, payment of proceeds shall first be made to ILCE to cover conference-related expenses in an amount not to exceed \$2,000.
- Any and all remaining proceeds shall be divided equally between the Parties.

#### YEAR THREE

As to revenues, expenses and proceeds related to the SCEWL 2016:

- If revenues exceed expenses, payment of proceeds shall first be made to ILCE to cover conference-related expenses in an amount not to exceed \$1,000.
- Any and all remaining proceeds shall be divided thus between the Parties: 40% to ILCE and 60% to RRCSA.

#### YEAR FOUR

As to revenues, expenses and proceeds related to the SCEWL 2017:

- If revenues exceed expenses, payment of proceeds shall first be made to ILCE to cover conference-related expenses in an amount not to exceed \$750.
- Any and all remaining proceeds shall be divided thus between the Parties: 30% to ILCE and 70% to RRCSA.

#### **YEAR FIVE**

As to revenues, expenses and proceeds related to the SCEWL 2018:

• If revenues exceed expenses, payment of proceeds shall first be made to ILCE to cover conference related expenses in an amount not to exceed \$500.

•	Any and all remaining proceeds shall be divided thus between the Parties: 25% to ILCE and 75% to RRCSA.

#### **EXHIBIT B**

The following Exhibit describes reimbursable conference expenses to be paid by proceeds from the SCEWL 2014.

- Easels
- Newsprint Pads
- Markers/masking tape (box and roll per team) for networking desk
- Post-its, paper clips, other supplies for networking desk
- Facilitators' expenses (\$600 average per)
- Resource People expenses (\$600 average per)
- Rooms, double occupancy for participants, single or family occupancy for conference staff
- Meals and breaks
- Clerical Support
- Conference Binders for each individual at the conference
- Paper for copying
- Rental of two copiers
- Student copiers/runners
- Tech. Person to handle overall coordination prior to conference
- Scholarships, 3 or 4 teams/university students possibly if all parties agree
- Miscellaneous
- Pre Conference Expenditures

# Sycamore Academy of Science and Cultural Arts 2013-2014 Bell Schedule

# Monday - Thursday

8:30 Grade K-6 start time

10:16 - 10:45 K lunch

10:45 - 11:15 1st grade lunch

11:30 - 12:00 Spits/Guida lunch

12:20 - 12:30 Marcial/Stearns lunch

12:30 - 1:00 Avila/Watters lunch

1:00 - 1:30 Miranda/Morabito lunch

1:00 K dismissal

1:30 - 1:45 1st recess

3:30 1st - 6th dismissal

# <u>Friday</u>

8:30 K - 6th start time

12:00 K - 6th dismissal

# 2013-14 School Year Instructional Minutes

		Miranda/ Morabito	Watters/Avila	Marcial/ Stearns	Spits/ Guida	_	<b>X</b>	PE	6	ថា	4	ω	N	_	<b>7</b>	M-TH
		1:00-1:30	12:30-1:00	12:00-12:30	11:30-12:00	10:45-11:15	10:15-10:45		8:30-3:30	8:30-3:30	8:30-3:30	8:30-3:30	8:30-3:30	8:30-3:30	8:30-1:00	
		30	30	30	30	30	30	mins	420	420	420	420	420	420	270	Mins
	Syc	139	139	139	139	139	139	days	30	30	30	30	30	30	29	Lunch
	amore	139 4170	139 4170	139 4170	139 4170	139 4170	4170	Total mins	0	0	0	0	0	15	0	Rec
Appro	Acade							mins	390	390	390	390	390	375	241	Daily
oved k	emy o						ехсеє		139	139	139	139	139	139	139	# day
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SA on/	Sycamore Academy of Science and Cultural Arts						exceeds state mandate by		8:30-12:00	8:30-12:00	8:30-12:00	8:30-12:00	8:30-12:00	8:30-12:00	8:30-12:00	Modified
_	tural A						oy 610		210	210	210	210	210	210	210	Daily
	rts								36	36	36	36	36	36	36	# day
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												61770	61770	59685	41059	Yr total min
									52547	52547	52457	48960	48960	48960	34971	STATE
									55000	55000	55000	54900	54900	54900	41000	CHARTER



Personnel Order 0001/2013/2014

Certificated Staff Morgan Williams

Classified Staff Guadalupe Gonzalez Carie Daniels

#### **Consolidated Application**

Sycamore Academy of Science and Cultural Arts (33 75176 0120204)

Status: Certified Saved by: Jennie Bartkowiak Date: 6/27/2013 1:51 PM

#### 2013-14 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at http://www.cde.ca.gov/fg/aa/co/ca13asstoc.asp.

#### **CDE Program Contact:**

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

#### **LEA Plan**

An LEA that receives Title III funds or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan.

State Board of Education approval date	
LEA Plan Web Site	

#### **Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Barbara Hale
Authorized Representative's Title	Director/Principal
Authorized Representative Signature Date	06/26/2013

**Consolidated Application** 

Sycamore Academy of Science and Cultural Arts (33 75176 0120204)

Status: Certified Saved by: Jennie Bartkowiak Date: 6/27/2013 1:52 PM

#### 2013-14 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

#### **CDE Program Contact:**

Franco Rozic, Title I Monitoring & Support, <a href="mailto:frozic@cde.ca.gov">frozic@cde.ca.gov</a>, 916-319-0269 Mary Payne, District Improvement Office, <a href="mailto:MPayne@cde.ca.gov">MPayne@cde.ca.gov</a>, 916-319-0379

#### **Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Barbara Hale
Authorized Representative Title	School Director/Principal
Authorized Representative Signature Date	06/26/2013
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

#### **Consolidated Application**

Sycamore Academy of Science and Cultural Arts (33 75176 0120204)

Status: Certified Saved by: Jennie Bartkowiak Date: 6/27/2013 1:52 PM

#### 2013-14 Application for Funding

#### **CDE Program Contact:**

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

#### **Local Governing Board Approval**

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

Date of approval by local governing board	08/20/2013

#### District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	
DELAC review date	
Meeting minutes web address	
Please enter the web address of DELAC review meeting minutes. If a web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	DELAC is not applicable to this charter school, because this charter school has less than 50 English language learners.
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

#### **Application for Categorical Programs**

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

Title I Part A (Basic Grant)		No
ESEA Sec. 1111 et seq. SACS 3010		
Title I Part D (Delinquent)		
ESEA Sec. 1401 SACS 3025	4 5	
Title II Part A (Teacher Quality)		No
ESEA Sec. 2101 SACS 4035		

#### **Consolidated Application**

Sycamore Academy of Science and Cultural Arts (33 75176 0120204)

Status: Certified Saved by: Jennie Bartkowiak Date: 6/27/2013 1:52 PM

#### 2013-14 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and subrecipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

#### **CDE Program Contact:**

Julie Brucklacher, Financial Accountability & Info Srv, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

2013-14 Request for authorization	No
2012-13 Request for authorization	No
(Retroactive to July 1, 2012)	
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system  (Maximum 500 characters)	

#### Ronald Reagan Charter School Alliance

#### **Homeless Education Policy**

Sycamore Academy has designated the office manager as the liaison for homeless children and youths. She may be reached at Angelap@SycamoreAcademyCharter.org or 951-678-5217.

Sycamore Academy agrees to implement the following policy to ensure that all children and youth who are homeless receive a free appropriate public education and are given opportunity to succeed in school, consistent with the McKinney-Vento Homeless Assistance Act and requirements of submitting the Consolidated Application for accessing federal categorical funding.

Sycamore Academy will ensure that children and youth who are homeless are free from discrimination, segregation, and harassment.

Information regarding this policy, including the educational rights of children and youth identified as homeless will be distributed to all students upon enrollment and once during the school year, provided to students who seek to withdraw from Sycamore Academy, as well as other places where children, youth, and families who are homeless receive services, including family and youth shelters, motels, campgrounds, welfare departments, health departments, and other social service agencies. This policy is also available at (insert charter school URL)

#### **Definitions**

Children and youth experiencing homelessness means children and youth who are otherwise legally entitled to or eligible for a free public education and who lack a fixed, regular, and adequate nighttime residence, including:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, campgrounds, or trailer parks due to a lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting placement in foster care.
- Children and youth who have a primary nighttime residence that is a private or public place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- Children and youth who are living in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar setting.
- Migratory children and youth who are living in a situation described above.

A child or youth will be considered to be homeless for as long as he or she is in a living situation described above.

Unaccompanied youth means a youth not in the physical custody of a parent or guardian, who meets the definition of homeless as defined above. The more general term youth also includes unaccompanied youth.

Enroll and enrollment means attending school and participating fully in all school activities.

Immediate means without delay.

Parent means a person having legal or physical custody of a child or youth.

Local liaison is the staff person designated by Sycamore Academy as the person responsible for carrying out the duties assigned to the local homeless education liaison by the McKinney-Vento Homeless Assistance Act.

#### Identification

Children and youth who qualify as homeless in Sycamore Academy will be identified. Data will be collected on the number of children and youth experiencing homelessness in Sycamore Academy; where they are living; their academic achievement (including state and local assessments); and the reasons for any enrollment delays or interruptions in their education.

#### **School Selection**

Each child and youth enrolled at Sycamore Academy identified as homeless has the right to remain enrolled. Services that are required to be provided, including transportation to and from the Sycamore Academy and services under federal and other programs, will not be considered in determining feasibility.

#### **Enrollment**

Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, including:

- Proof of residency
- Transcripts/school records Sycamore Academy must contact the student's
  previous school to obtain school records. Initial placement of students whose
  records are not immediately available can be made based on the student's age
  and information gathered from the student, parent, and previous schools or
  teachers.)
- Immunizations or immunization/health/medical/physical records (If necessary, the school must refer students to the local liaison to assist with obtaining immunizations and/or immunization and other medical records.)
- Proof of guardianship
- Birth certificate
- Unpaid school fees
- Lack of clothing that conforms to dress code
- Any factor related to the student's living situation

Unaccompanied youth must be enrolled immediately in school. They may either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or local liaison.

#### Services

Children and youth experiencing homelessness will be provided services comparable to services offered to other students in Sycamore Academy, including:

- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners
- Vocational and technical education programs
- Gifted and talented programs
- Before- and after-school programs
- Free meals On the day a child or youth identified as homeless enrolls in school, Sycamore Academy must submit the student's name to its food service program coordinator for immediate eligibility.

When applying any standing policy regarding tardiness or absences, any tardiness or absence related to a child or youth's living situation will be excused.

#### **Disputes**

If a dispute arises over any issue covered in this policy, the child or youth experiencing homelessness will be admitted immediately to Sycamore Academy pending final resolution of the dispute. The student will also have the rights of a student who is homeless to all appropriate educational services, transportation, free meals, and Title I, Part A, services while the dispute is pending.

Sycamore Academy will provide the parent or unaccompanied youth with a written explanation of its decision and the right to appeal and will refer the parent or youth to the local liaison immediately. The local liaison will ensure that the student is enrolled at Sycamore Academy and is receiving other services to which he or she is entitled and will resolve the dispute as expeditiously as possible. The parent or unaccompanied youth will be given every opportunity to participate meaningfully in the resolution of the dispute. The local liaison will keep records of all disputes in order to determine whether particular issues or schools are repeatedly delaying or denying the enrollment of children and youth identified as homeless. The parent, unaccompanied youth, or school district may appeal the Sycamore Academy's decision as provided in Sycamore Academy's formal dispute resolution process.

#### **Training**

The local liaison will conduct training regarding Title X requirements and sensitivity/awareness activities for all staff of Sycamore Academy.

#### Coordination

The local liaison will coordinate with and seek support from the local district and county coordinator for the Education of Homeless Children and Youth, public and private service providers in the community, housing and placement agencies, local liaisons in neighboring districts, and other organizations and agencies. Coordination will include conducting outreach and training through those agencies. Both public and private agencies will be encouraged to support the local liaison and Sycamore Academy in implementing this policy.

Adopted:		
	Board Secretary	 Date

#### **Constitutionally Protected Prayer Policy**

#### **Prayer During Non-instructional Time**

Students may pray when not engaged in school activities or instruction, subject to the same rules designed to prevent material disruption of the educational program that are applied to other privately initiated expressive activities. Among other things, students may read their Bibles or other scriptures, say grace before meals, and pray or study religious materials with fellow students during recess, the lunch hour, or other non-instructional time to the same extent that they may engage in nonreligious activities. While school authorities may impose rules of order and pedagogical restrictions on student activities, they may not discriminate against student prayer or religious speech in applying such rules and restrictions.

#### **Organized Prayer Groups and Activities**

Students may organize prayer groups, religious clubs, and "see you at the pole" gatherings before school to the same extent that students are permitted to organize other non-curricular student activities groups. Such groups must be given the same access to school facilities for assembling as is given to other non-curricular groups, without discrimination because of the religious content of their expression. School authorities possess substantial discretion concerning whether to permit the use of school media for student advertising or announcements regarding non-curricular activities. However, where student groups that meet for nonreligious activities are permitted to advertise or announce their meetings—for example, by advertising in a student newspaper, making announcements on a student activities bulletin board or public address system, or handing out leaflets—school authorities may not discriminate against groups who meet to pray. School authorities may disclaim sponsorship of non-curricular groups and events, provided they administer such disclaimers in a manner that neither favors nor disfavors groups that meet to engage in prayer or religious speech.

#### Teachers, Administrators, and other School Employees

When acting in their official capacities as representatives of the state, teachers, school administrators, and other school employees are prohibited by the Establishment Clause from encouraging or discouraging prayer, and from actively participating in such activity with students. Teachers may, however, take part in religious activities where the overall context makes clear that they are not participating in their official capacities. Before school or during lunch, for example, teachers may meet with other teachers for prayer or Bible study to the same extent that they may engage in other conversation or nonreligious activities. Similarly, teachers may participate in their personal capacities in privately sponsored baccalaureate ceremonies.

#### **Moments of Silence**

If a school has a "minute of silence" or other quiet periods during the school day, students are free to pray silently, or not to pray, during these periods of time. Teachers and other school employees may neither encourage nor discourage students from praying during such time periods.

#### **Accommodation of Prayer During Instructional Time**

It has long been established that schools have the discretion to dismiss students to off-premises religious instruction, provided that schools do not encourage or discourage participation in such instruction or penalize students for attending or not attending. Similarly, schools may excuse students from class to remove a significant burden on their religious exercise, where doing so would not impose material burdens on other students. For example, charter school staff may excuse Muslim students briefly from class to enable them to fulfill their religious obligations to pray during Ramadan.

Where school officials have a practice of excusing students from class on the basis of parents' requests for accommodation of nonreligious needs, religiously motivated requests for excusal may not be accorded less favorable treatment.

#### **Religious Expression and Prayer in Class Assignments**

Students may express their beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of their submissions. Such home and classroom work should be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school. Thus, if a teacher's assignment involves writing a poem, the work of a student who submits a poem in the form of a prayer (for example, a psalm) should be judged on the basis of academic standards (such as literary quality) and neither penalized nor rewarded on account of its religious content.

#### **Student Assemblies and Extracurricular Events**

Student speakers at student assemblies and extracurricular activities such as sporting events may not be selected on a basis that either favors or disfavors religious speech. Where student speakers are selected on the basis of genuinely neutral, evenhanded criteria and retain primary control over the content of their expression, that expression is not attributable to the school and therefore may not be restricted because of its religious (or anti-religious) content. By contrast, where school officials determine or substantially control the content of what is expressed, such speech is attributable to the school and may not include prayer or other specifically religious (or anti-religious) content. To avoid any mistaken perception that a school endorses student speech that is not in fact attributable to the school, school officials may make

appropriate, neutral disclaimers to clarify that such speech (whether religious or nonreligious) is the speaker's and not the school's.

#### **Prayer at Graduation**

School officials may not mandate or organize prayer at graduation or select speakers for such events in a manner that favors religious speech such as prayer. Where students or other private graduation speakers are selected on the basis of genuinely neutral, evenhanded criteria and retain primary control over the content of their expression, however, that expression is not attributable to the school and therefore may not be restricted because of its religious (or anti-religious) content. To avoid any mistaken perception that a school endorses student or other private speech that is not in fact attributable to the school, school officials may make appropriate, neutral disclaimers to clarify that such speech (whether religious or nonreligious) is the speaker's and not the school's.

#### **Baccalaureate Ceremonies**

School officials may not mandate or organize religious ceremonies. However, if a school makes its facilities and related services available to other private groups, it must make its facilities and services available on the same terms to organizers of privately sponsored religious baccalaureate ceremonies. In addition, a school may disclaim official endorsement of events sponsored by private groups, provided it does so in a manner that neither favors nor disfavors groups that meet to engage in prayer or religious speech.

Adopted:		
, –	Board Secretary	Date

# RONALD REAGAN CHARTER SCHOOL ALLIANCE Sycamore Academy of Science and Cultural Arts Regular Record Machine Minutes

Regular Board Meeting Minutes

Renaissance Plaza 32326 Clinton Keith Road, Suite 202 Wildomar, CA 92595 Phone: (951) 678-5217

TUESDAY, JUNE 18, 2013 @ 6:00 p.m.

Board Members Participating by Teleconference:

Craig Richter: 5205 Calle Morelia, Santa Barbara, CA 93111 Prapanna Smith: 755 Casey Street, Angels Camp, CA 95222

#### **Board Members**

William Sampson, President

Roland Skumawitz, Secretary/Treasurer

**Ingrid Flores** 

Craig Richter

Prapanna Smith

#### 1.0 CALL TO ORDER

Introduction of Guests

The meeting was called to order by the Board Chair at 6:05 p.m.

#### 2.0 OPEN GENERAL SESSION

ROLL CALL	Present	Absent	
Mr. William Sampson	X		
Mr. Roland Skumawitz	X		
Dr. Ingrid Flores	X		
Mr. Craig Richter	X		
Dr. Prapanna Smith	X		•

Other guests present:

3.0 INVITATION TO ADDRESS THE BOARD, CLOSED SESSION ITEMS: Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

#### 4.0 CLOSED SESSION:

Adjourn to closed session at 6:06 p.m.

The Governing Board will meet in Closed Session to consider matters of student discipline, personnel matters, labor negotiations, litigation and facilities and/or land acquisition.

#### 4.1 Lease Negotions (Pursuant to Government Code Section 54956.8)

Property: 23151 Palomar, Murrieta, CA 92562

Agency Negotiator: Barbara Hale, Director/Principal of Sycamore Academy of

Science and Cultural Arts

Negotiating Parties: Dr. Mario Ybarra

The board will provide direction to its negotiator regarding the price, terms of payment and other material terms.

#### 4.2 Lease Negotiations (Pursuant to Government Code Section 54956.8)

Property: 32326 Clinton Keith Road, Suite 201, Wildomar, CA 92595

Agency Negotiator: Barbara Hale, Director/Principal

Negotiating Parties: Kathy Everhart, Ortega Trails Youth Center

Under Negotiation: Instructions to agency negotiator regarding price and terms of

payment.

#### 4.3 Conference with legal counsel – Anticipated litigation

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 1 case

#### 4.4 Public Employee Performance Evaluation (Govt. Code 54957)

Title: Director/Principal

#### 5.0 RECONVENE OPEN GENERAL SESSION:

The board reconvened to General Session at 7:13 p.m.

ROLL CALL	Aye	Nay	<b>Abstentions</b>
Mr. William Sampson	X		
Mr. Roland Skumawitz	X		
Dr. Ingrid Flores	X		
Mr. Craig Richter	X		
Dr. Prapanna Smith	X		
Other guests present:			

#### 6.0 PLEDGE OF ALLEGIANCE

#### 7.0 APPROVAL OF THE AGENDA

Motion: Mr. Skumawitz Second: Dr. Flores Vote: 5 - 0

ROLL CALL	Aye	Nay	Abstentions
Mr. William Sampson	X		
Mr. Roland Skumawitz	X		_
Dr. Ingrid Flores	X		
Mr. Craig Richter	X		
Dr. Prapanna Smith	X		<u> </u>

#### 8.0 REPORT OUT OF CLOSED SESSION, IF APPLICABLE:

None

9.0 INVITATION TO ADDRESS THE BOARD, OPEN SESSION ITEMS: Comments should be limited to 3 minutes. Unless an item has been placed on the published agenda in accordance

with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. The Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer the matter to the next agenda.

#### 10.0 INFORMATION SESSION:

#### 10.1 Ed Tec Financial Update Report (Attachment 10.1)

Jennie Bartkowiak, Ed Tec, client manager, presented an update on the status of our school's finances

#### 10.2 Ethnic and Racial Balance Report for 2013 (Attachment 10.2)

Barbara Hale, Director/Principal presented a report on the ethnic and racial balance of the school that is used for school improvement efforts.

#### 10.3 Director Report/Special Education Report

Barbara Hale, Director/Principal and SASCA's Special Education Liaison to the District, reported on school business and will report on Special Education.

#### 10.4 Charter Oversight Calendar (Attachment 10.4)

Barbara Hale, Director/Principal presented a review of the Charter Oversight Calendar to monitor and demonstrate compliance with the Sycamore Academy of Science and Cultural Arts charter.

#### 10.5 Enrollment Data and Attendance Report

Laura Girard, Office Clerk presented current enrollment data and data submission.

#### 10.6 2013/14 Parent Survey Results (Attachment 10.6)

Barbara Hale, Director/Principal presented parent survey results.

#### 11.0 DISCUSSION SESSION:

## 11.1 Review Board Terms and Elections per bylaws (Attachment 11.1a), per charter (Attachment 11.1b), per board policy (Attachment 11.1c).

Laura Girard, Office Clerk presented a review of board terms per bylaws, charter, as well as election procedures for officer positions within the board. The board would like to have candidates that have Constructivist knowledge, community involvement, connected to education, and from the business community.

#### 12.0 RRCSA GOVERNANCE AND MANAGEMENT TRAINING (Attachment 12.0)

Podcast training for Governing Boards by Dr. Carpenter. (10) Three Things the Board Should Evaluate Every Year (11) Protecting Your School from Being Harmed By Nepotism

#### 13.0 ACTION ITEMS:

13.2

# 13.1 Review and Approve Employment Contract between RRCSA Governing Board and Barbara Hale, Director/Principal (Attachment 13.1)

Motion: Mr. Skumawitz Second: Dr. Flores Vote: 5 - 0

Reviewed and approved Employment Contract between RRCSA Governing Board and Barbara Hale, Director/Principal for the 2013/14 school year.

ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores	X X X	Nay	Abstentions
Mr. Craig Richter Dr. Prapanna Smith	x		
Reviewed and approved the Bu	_		• •
Motion: Dr. Flores Second: Mr	. Skumawitz	Vote: 5 - 0	
ROLL CALL	Δνα	Nav	Abstantions

ROLL CALL	Aye	Nay	<b>Abstentions</b>
Mr. William Sampson	X		
Mr. Roland Skumawitz	x		
Dr. Ingrid Flores	x		
Mr. Craig Richter	X		
Dr. Prapanna Smith	X		

### 13.3 Review and Approve the Staffing Plan for the 2013/14 school year (Attachment 13.3)

Reviewed and approved the Staffing Plan for the 2013/14 school year. Mr. Richter would like information presented at the August board meeting showing the effectiveness of the TOSA.

Motion: Mr. Skumawitz Second: Dr. Flores Vote: 5 - 0

ROLL CALL	Aye	Nay	<b>Abstentions</b>
Mr. William Sampson	X		
Mr. Roland Skumawitz	X		
Dr. Ingrid Flores	X		
Mr. Craig Richter	X		
Dr. Prapanna Smith	X		

### 13.4 Review and Approve the Employee Handbook for the 2013/14 school year (Attachment 13.4)

Reviewed and approved the Employee Handbook for the 2013/14 school year.

Motion: Mr. Sampson Second: Mr. Skumawitz Vote: 5 - 0

	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter	X X X	Nay	Abstentions
	Dr. Prapanna Smith	X		<u> </u>
13.5		tendance Poli	cy.	ment 13.5)
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz	Aye X X	Nay	Abstentions
	Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	X		
13.6	Review and Approve the Student Reviewed and approved the St			hment 13.6)
	Motion: Mr. Skumawitz Second	d: Dr. Flores	Vote: 5 - 0	
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	Aye X X X X X X X X	Nay	Abstentions
13.7	• •		r Teaching	Staff for the 2013/14
	school year (Attachment 13.7 Reviewed and approved the co	•	r teaching :	staff for the 2013/14 school
	year.			
	Motion: Mr. Sampson Second:	Mr. Richter \	/ote: 5 - 0	
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	AyeXXXXX	Nay	Abstentions
13.8	Approve Funding in Lieu of C	harter facilit	ies agreem	ent by and between

13.8 Approve Funding in Lieu of Charter facilities agreement by and between LEUSD and SASCA (Attachment 13.8)

Approved written agreement between LEUSD and SASCA regarding funding in lieu of Charter facilities through Proposition 39 process.

	Motion: Mr. Sampson Second	d: Dr. Flores V	ote: 5 - 0			
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	Aye X X X X X		Abstentions		
13.9	Approve Resolution for Boa Approved the schedule for boa	ard meetings d	uring the 2	013/14 school year.		
	Motion: Mr. Skumawitz Secon	nd: Mr. Samps	on Vote: 5	- 0		
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	AyeXXXXX		Abstentions		
13.10	Approve Resolution for Ann Approved the date and time fo			•		
	Motion: Mr. Sampson Second	i: Dr. Flores V	/ote: 5 - 0			
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	AyeXXXXXX		Abstentions		
12 11	2011/2012 Applied Tay Datur	n /Attachman	. 42 44\			
13.11 2011/2012 Annual Tax Return (Attachment 13.11) Approved Form 990 Annual Tax Return for the 2011/2012 school year.  Motion: Mr. Skumawitz Second: Mr. Sampson Vote: 5 - 0						
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	AyeX		Abstentions		
13.12	13.12 Review and Approve the Parent/Student Handbook for the 2013/14 school year (Attachment 13.12)  Reviewed and approved the Parent/Student Handbook for the 2013/14 school year.					
	the treat and approved the transmissional flat allowed the file 20 for 14 control year.					

	Motion: Mr. Sampson	Second: Dr. Flore	es Vote: 5 -	0				
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	X X X X X	Nay	Abstentions				
1:	3.13Review and Approve	•		•				
	Barbara Hale, Director/l	Principal presented	a review of	the Action Plan fo	r approval.			
	Motion: Mr. Sampson Second: Dr. Flores Vote: 5 - 0							
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	X X X X X	Nay	Abstentions				
13	.14 Selection of Auditor (A Reviewed and approved Rotherham & Company Motion: Mr. Sampson S	d selection of audito were selected as the	ne auditors t		Hosaka,			
	ROLL CALL Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	X X X X	Nay	Abstentions				
14.0 CC	NSENT CALENDAR							
	14.1 Approval of the Minutes: April 16, 2013 14.2 Approval of the Minutes: April 25, 2013 14.3 Approval of the Check Register for April and May 2013  Motion: Mr. Sampson Second: Mr. Skumawitz Vote: 5 - 0  ROLL CALL  Aye Nay Abstentions							
	Mr. William Sampson Mr. Roland Skumawitz Dr. Ingrid Flores Mr. Craig Richter Dr. Prapanna Smith	X X X						

#### 15.0 BOARD COMMENTS

Mr. Sampson congratulated the staff and principal on a great job and great team work. Dr. Flores commented on a great job on WASC. Mr. Richter would like to have an update on the Scribes music grant for the next meeting.

#### **16.0 ADJOURNMENT**

Motion: Mr. Sampson Second: Mr. Skumawitz Vote: 5 - 0

ROLL CALL	Aye	Nav	Abstentions
Mr. William Sampson	X	•	
Mr. Roland Skumawitz	x		
Dr. Ingrid Flores	x	<u> </u>	
Mr. Craig Richter	x		
Dr. Prapanna Smith	x		

The meeting was adjourned at 9:12 P.M.

#### THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

#### **REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY**

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

#### SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that, consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

#### REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Sycamore Academy of Science and Cultural Arts

Telephone, (951) 678-5217;

#### FOR MORE INFORMATION

For more information concerning this agenda, please contact Sycamore Academy of Science and Cultural Arts

Telephone, (951) 678-5217.