

Language Academy of Sacramento/Academia de Idiomas de Sacramento
 A Two-Way Spanish Immersion Public Charter School/Una Escuela Pública de Inmersión Dual en Español
 2850 49th Street, Sacramento, CA 95817

Agenda/Agenda
BOARD MEETING/ REUNIÓN DE LA MESA
 April 30, 2026 at 5:30pm/30 de abril de 2026 a las 5:30pm
 Library/Biblioteca

Members of the public who wish to access this Board meeting may do so at:
[Zoom Link](#) You may also call in using the Zoom phone number: (669) 900-6833;
[Meeting ID: 912 0068 0381](#) [Passcode: 777292](#)

Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting (see additional information regarding (IIA) Oral Communications below.

I. PRELIMINARY/PRELIMINARIO

A. CALL TO ORDER/Convocatoria

Meeting was called to order by/La junta fue convocada por _____ at ____: ____ p.m.

B. ROLL CALL/Asistencia

	Name/Nombre	Role/Miembro	Present/ Presente	Absent/ Ausente
1.	Dennise Rojas	Parent/Padre (25-28)		
2.	Alex Dickson	Parent/Madre (24-27) Secretary/Secretaria		
3.	Garduño-Medina, Elena	Parent/Madre (23-26) President/Presidente		
4.	Miguel Pérez	Teacher/Maestra (25-28)		
5.	Ana Novoa	Teacher/Maestro (24-27)		
6.	Adriana Yáñez-Gutiérrez	Staff/Personal (23-26)		
7.	Pablo Bermudez	Community Member/Miembro Comunitario (25-28)		
8.	Antonio González	Community Member/Miembro Comunitario (24-27) Vice-President/Vicepresidente		
9.	Yesenia Ramírez-Huamani	Community Member/Miembro Comunitario (23-26) Treasurer/Tesorerera		
10.	Student Representative	Student Council/Concilio estudiantil		
11.	Parent Representative	Parent Council/Concilio de familias		
12.	Teejay Bersola	Director of Academic Accountability/Directora de Responsabilidad Académica		
13.	Judy Morales	Director of Business and Operations /Directora de negocios y operaciones		
14.	Eduardo de León	Executive Director/Director Ejecutivo		

C. APPROVAL OF AGENDA/Aprobación de la Agenda

It is recommended that the Board discuss and/or approve Agenda Item/Se recomienda que la Mesa Directiva discuta y/o apruebe.

Motion: _____ Second: _____ Vote: _____

D. APPROVAL OF BOARD MEETING MINUTES/Aprobación de las Minutas de la Mesa Directiva

- a. February 27, 2026/27 de febrero de 2026
- b. March 21, 2026/21 de marzo de 2026

E. MISSION/Misión

The LAS mission is to create a learning community where students: utilize bilingualism and biliteracy (Spanish and English) to achieve academic excellence and apply skills in real-world situations and diverse settings; develop and exhibit positive self-esteem, pride, confidence and respect for themselves and others; demonstrate leadership skills in order to build bridges between communities and apply critical thinking skills to solve problems, promote social justice, and create change in society.

La misión de LAS es crear una comunidad de aprendizaje donde los estudiantes: utilizan el bilingüismo y la alfabetización bilingüe (español e inglés) para alcanzar la excelencia académica y aplicar destrezas en situaciones del mundo real y en diversos entornos;

desarrollan y exhiben una autoestima positiva, orgullo, confianza y respeto por sí mismos y otros; demuestran habilidades de liderazgo con el fin de establecer puentes entre comunidades y aplicar habilidades de pensamiento crítico para resolver problemas, fomentar la justicia social, y crear un cambio en la sociedad.

II. COMMUNICATIONS NORMS/NORMAS DE COMUNICACION

A. ORAL COMMUNICATIONS/Comunicaciones Verbales: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation./*Temas no presentados en la agenda: Ningún individuo presentará por más de tres (3) minutos y el tiempo total para este segmento no pasará de quince (15) minutos. Los miembros de la Mesa Directiva no contestarán preguntas y ningún voto tomará acabo. Sin embargo, los Miembros de la Mesa Directiva pueden dar instrucciones al personal presentando los temas.*

1. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

III. INFORMATIONAL ITEMS/ARTICULOS DE INFORMACION

1. Student Council/*Concilio estudiantil* - Representative/*representante* (5 min)
2. Parent Council/*Concilio de familias* - Representative/*representante* (5 min)

IV. ITEMS SCHEDULED FOR DISCUSSION AND/OR ACTION – ARTICULOS PROGRAMADOS PARA DISCUSIÓN Y/O ACCIÓN

A. LAS Charter Renewal: Timeline and Next Steps/Renovación del chárter de LAS: Línea cronológica y próximos pasos – School Leadership (20 min.)

- i. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

It is recommended that the Board discuss and/or approve Agenda Item /*Se recomienda que la Mesa Directiva discuta y/o apruebe.*

Motion: _____ Second: _____ Vote: _____

B. Facilities: Facilities Use Agreement/Acuerdo de uso de instalaciones del plantel – School Leadership/*Liderazgo* (20 min)

- i. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

It is recommended that the Board discuss and/or approve Agenda Item /*Se recomienda que la Mesa Directiva discuta y/o apruebe.*

Motion: _____ Second: _____ Vote: _____

C. Core Building Modernization Update/Actualización del edificio principal – School Leadership/*Liderazgo* (10 min)

- i. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

It is recommended that the Board discuss and/or approve Agenda Item /*Se recomienda que la Mesa Directiva discuta y/o apruebe.*

Motion: _____ Second: _____ Vote: _____

D. Nutrition Services Transition Update: Health & Wellness Policy, Request for Proposal/Actualización de transición de servicios de nutrición: Póliza de salud y bienestar, Solicitud de propuesta – School Leadership (20 min.)

- i. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

It is recommended that the Board discuss and/or approve Agenda Item /*Se recomienda que la Mesa Directiva discuta y/o apruebe.*

Motion: _____ Second: _____ Vote: _____

E. February and March Check Registers/Registros de cuenta bancaria para los meses de febrero y marzo – School Leadership/Liderazgo (10 min)

i. Public Comments (maximum of three (3) minutes per speaker)/Comentarios Públicos (máximo de 3 minutos por persona)

It is recommended that the Board discuss and/or approve Agenda Item /Se recomienda que la Mesa Directiva discuta y/o apruebe.

Motion: _____ Second: _____ Vote: _____

F. Monthly Financials/Finanzas mensuales – School Leadership/Liderazgo (10 min)

i. Public Comments (maximum of three (3) minutes per speaker)/Comentarios Públicos (máximo de 3 minutos por persona)

It is recommended that the Board discuss and/or approve Agenda Item /Se recomienda que la Mesa Directiva discuta y/o apruebe.

Motion: _____ Second: _____ Vote: _____

V. FUTURE MEETINGS/Próxima Junta

A.) Next Meeting: Thursday, May 28, 2026 at 5:30pm – jueves, 28 de mayo de 2026 a las 5:30pm

VI. FUTURE AGENDA ITEMS/Temas para agendas futuras

VII. ADJOURNMENT/Clausura

The meeting was adjourned at _____:_____ p.m./La junta terminó a las _____:_____ p.m.

Motion: _____ Second: _____ Vote: _____

In compliance with the Americans with Disabilities Act (ADA) and upon request, the School may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modifications of the agenda in order to participate in Board meetings are invited to contact the LAS office. En conformidad con la Acta de Americanos Incapacitados (ADA) y con el pedido formal, la escuela puede proveer servicios o la ayuda a individuos con incapacidades. Individuos que requieren servicios especiales para participar en la junta de la Mesa Directiva están invitados comunicarse con la directora para hacer arreglos.



Language Academy of Sacramento/Academia de Idiomas de Sacramento
 A Two-Way Spanish Immersion Public Charter School/Una Escuela Pública de Inmersión Dual en Español
 2850 49th Street, Sacramento, CA 95817

Minutes/Minutas
BOARD MEETING/REUNIÓN DE LA MESA DIRECTIVA
 February 27, 2026/27 de febrero de 2026
 5:30 pm in Library

I. PRELIMINARY/PRELIMINARIO

I.A	Meeting was called to order by Elena Garduño-Medina at 5:36 PM. Roll call was taken./ La junta fue convocada por Elena Garduño-Medina a las 5:36 PM. Se tomó lista.			
I.B	Name/ Nombre	Role/ Papel	Present/ Presente	Absent/ Ausente
	1. Denisse Rojas	Parent/Madre (25-28)	X	
	2. Alex Dickson	Parent/Madre (24-27) Secretary/Secretaria		X
	3. Elena Garduño-Medina	Parent/Madre (23-26) President/Presidente	X	
	4. Miguel Pérez	Teacher/Maestra (25-28)		X
	5. Ana Novoa	Teacher/Maestro (22-25)	X	
	6. Adriana Yáñez-Gutiérrez	Staff/Personal (23-26)	X	
	7. Pablo Bermudez	Community Member/Miembro Comunitario (25-28)	X	
	8. Antonio González	Community Member/Miembro Comunitario (24-27)	X	
	9. Yesenia Ramírez-Huamani	Community Member/Miembro Comunitario (23-26) Treasurer/Tesorera	X	
	10. Student Representatives	Student Council Representatives/Representates del Concilio Estudiantil	X	
	11. Parent Representative	Parent Council Representatives/Representates del Concilio de Familias	X	
	11. Teejay Bersola	Director of Academic Accountability/Directora de Responsabilidad Académica	X	
	12. Judy Morales	Director of Business and Operations/Directora de Negocios y Operaciones	X	
	13. Eduardo de León	Executive Director/Director Ejecutivo	X	
	Agenda/Agenda	Action/Acción		
I.C	Approval of Agenda <i>Aprobación de la Agenda</i>	A motion was made to approve the February 27, 2026 agenda. <i>Se hizo una moción para aprobar la agenda del 27 de febrero de 2026.</i> 1 st Motion/ <i>1ª Moción</i> : Garduño-Medina 2 nd Motion/ <i>2ª Moción</i> : Yáñez-Gutiérrez Absences/ <i>Ausencias</i> : Dickson, Pérez, González Abstentions/ <i>Abstenciones</i> : None/ <i>ninguna</i> The motion passed with six votes. / <i>La moción pasó con seis votos.</i>		
I.D.a.	Approval of Board Meeting Minutes <i>Aprobación de los minutos de la mesa directiva</i>	A motion was made to approve the January 29, 2026 meeting minutes. <i>Se hizo una moción para aprobar las minutas de la junta del 29 de enero de 2026.</i> 1 st Motion/ <i>1ª Moción</i> : Yáñez-Gutiérrez 2 nd Motion/ <i>2ª Moción</i> : Ramírez-Huamani Absences/ <i>Ausencias</i> : Dickson, Pérez, González Abstentions/ <i>Abstenciones</i> : None/ <i>ninguna</i> The motion passed with six votes. / <i>La moción pasó con seis votos.</i>		
I.E	Mission <i>Misión</i>	The mission was read aloud. / <i>La misión fue leída en voz alta.</i>		
II. COMMUNICATIONS NORMS/NORMAS DE COMUNICACIÓN				
II.A.1.	Public Comments <i>Comentarios Públicos</i>	None/ <i>Ninguno</i>		

III. INFORMATIONAL ITEMS ARTÍCULOS DE INFORMACION		
III.1.	Student Council/Concilio estudiantil - Representative/representante	The Student Council report was provided by maestra Alfaro, teacher and advisor, and executive members. <i>La maestra Alfaro, asesora, presentó el reporte mensual del Concilio estudiantil.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
III.2.	Parent Council/Concilio de familias - Representative/representante	The Parent Council report was provided by Nancy García, PC Treasurer. <i>Nancy García, tesorera, compartió el reporte del concilio de familias.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV. ITEMS SCHEDULED FOR DISCUSSION AND/OR ACTION ARTICULOS PROGRAMADOS PARA DISCUSIÓN Y/O ACCIÓN		
IV.A	Academic Accountability 101: Charter Goals and Local Control Accountability Plan (LCAP) Mid-Year Update, Part II/Metas del charter y Plan y control local de rendición de cuentas (LCAP) actualización de mitad de año , parte II – School Leadership	Teejay Bersola presented the second part of the LCAP Mid-Year Update to the board. <i>Teejay Bersola presentó la segunda parte del LCAP de mitad de año a la mesa directiva.</i> A motion was made to approve the LCAP Mid-Year Update. <i>Se hizo una moción para aprobar el LCAP de mitad de año.</i> 1 st Motion/ <i>1ª Moción</i> : Yáñez-Gutiérrez 2 nd Motion/ <i>2ª Moción</i> : Ramírez-Huamani Absences/ <i>Ausencias</i> : Dickson, Pérez, González Abstentions/ <i>Abstenciones</i> : None/ <i>ninguna</i> The motion passed with six votes. / <i>La moción pasó con seis votos.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV.B	Nutrition Services Transition Update: Health & Wellness Policy Draft/Actualización de transición de servicios de nutrición: Borrador de la Póliza de salud y bienestar – School Leadership	School leadership presented the policy to the board as a first read, with the plan to bring it back for approval in March, 2026. <i>El liderazgo escolar presentó la primera lectura de la póliza con el plan de que se apruebe en marzo de 2026.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV.C	Facilities: Facilities Use Agreement/Acuerdo de uso de instalaciones del plantel – School Leadership/ <i>Liderazgo</i>	Judy Morales provided an update to the board. <i>Judy Morales presentó una actualización a la mesa directiva.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV.D	Second Interim/Segundo Reporte Intermedio – School Leadership	Judy Morales presented the report to the board. <i>Judy Morales presentó el reporte a la mesa directiva.</i> A motion was made to approve the Second Interim report. <i>Se hizo una moción para aprobar el Segundo reporte intermedio.</i> 1 st Motion/ <i>1ª Moción</i> : Garduño-Medina 2 nd Motion/ <i>2ª Moción</i> : Yáñez-Gutiérrez Absences/ <i>Ausencias</i> : Dickson, Pérez Abstentions/ <i>Abstenciones</i> : None/ <i>ninguna</i> The motion passed with seven votes. / <i>La moción pasó con siete votos.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV.E	January Check Register/Registro de la cuenta bancaria de enero – School Leadership/ <i>Liderazgo</i>	The check register was presented to the board. <i>Se presentó el registro de la cuenta bancaria a la mesa directiva.</i> A motion was made to approve the January Check Register. <i>Se hizo una moción para aprobar el Registro de la cuenta bancaria.</i> 1 st Motion/ <i>1ª Moción</i> : Ramírez-Huamani

		2 nd Motion/2 ^a Moción: González Absences/Ausencias: Dickson, Pérez, Novoa Abstentions/Abstenciones: None/ninguna The motion passed with six votes. / <i>La moción pasó con seis votos.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV.F	Comprehensive Safety Plan/Plan comprensivo de seguridad escolar – School Leadership/Liderazgo	Eduardo de León presented an update CSSP to the board. <i>Eduardo de León presentó una actualización del CSSP a la mesa directiva.</i> A motion was made to approve the CSSP. <i>Se hizo una moción para aprobar el CSSP.</i> 1 st Motion/1 ^a Moción: Ramírez-Huamaní 2 nd Motion/2 ^a Moción: Garduño-Medina Absences/Ausencias: Dickson, Pérez, Novoa Abstentions/Abstenciones: None/ninguna The motion passed with six votes. / <i>La moción pasó con seis votos.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV.G	Board Development Update/Desarrollo de la mesa directiva – School Leadership/Liderazgo	The board discussed plans for an upcoming board retreat. <i>La mesa directiva discutió planes para un retiro.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
V. CLOSED SESSION/Sesión cerrada		
The board entered into close session at 8:14pm/ <i>La mesa directive entró a session cerrada a las 8:14pm</i>		
VI. OPEN SESSION/Sesión abierta		
No action was taken in closed session./No se tomó ninguna decision en session cerrada.		
IV. FUTURE MEETINGS/PRÓXIMA JUNTA		
a. Regular Board Meeting: Thursday, March 26, 2026 at 5:30pm – <i>jueves, 26 de marzo de 2026 a las 5:30pm</i>		
V. FUTURE AGENDA ITEMS/TEMAS PARA AGENDAS FUTURAS		
VI. ADJOURNMENT/CLAUSURA		
The board meeting was adjourned at 8:24 PM. / <i>La reunión de la Mesa se terminó a las 8:24 PM.</i>		



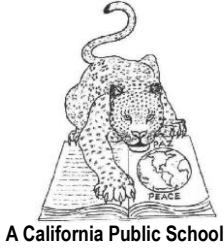
Language Academy of Sacramento/Academia de Idiomas de Sacramento
 A Two-Way Spanish Immersion Public Charter School/Una Escuela Pública de Inmersión Dual en Español
 2850 49th Street, Sacramento, CA 95817

Minutes/Minutas
BOARD MEETING/REUNIÓN DE LA MESA DIRECTIVA
March 21, 2026/21 de marzo de 2026
9:00 am in Library

I. PRELIMINARY/PRELIMINARIO

I.A	Meeting was called to order by Elena Garduño-Medina at 9:11 AM. Roll call was taken./ La junta fue convocada por Elena Garduño-Medina a las 9:11 AM. Se tomó lista.			
I.B	Name/ Nombre	Role/ Papel	Present/ Presente	Absent/ Ausente
	1. Denisse Rojas	Parent/Madre (25-28)	X	
	2. Alex Dickson	Parent/Madre (24-27) Secretary/Secretaria	X	
	3. Elena Garduño-Medina	Parent/Madre (23-26) President/Presidente	X	
	4. Miguel Pérez	Teacher/Maestra (25-28)	X	
	5. Ana Novoa	Teacher/Maestro (22-25)	X	
	6. Adriana Yáñez-Gutiérrez	Staff/Personal (23-26)		X
	7. Pablo Bermudez	Community Member/Miembro Comunitario (25-28)	X	
	8. Antonio González	Community Member/Miembro Comunitario (24-27)	X	
	9. Yesenia Ramírez-Huamani	Community Member/Miembro Comunitario (23-26) Treasurer/Tesorera	X	
	10. Student Representatives	Student Council Representatives/Representates del Concilio Estudiantil		X
	11. Parent Representative	Parent Council Representatives/Representates del Concilio de Familias		X
	11. Teejay Bersola	Director of Academic Accountability/Directora de Responsabilidad Académica	X	
	12. Judy Morales	Director of Business and Operations/Directora de Negocios y Operaciones	X	
	13. Eduardo de León	Executive Director/Director Ejecutivo	X	
	Agenda/Agenda	Action/Acción		
I.C	Approval of Agenda <i>Aprobación de la Agenda</i>	A motion was made to approve the March 21, 2026 agenda. <i>Se hizo una moción para aprobar la agenda del 21 de marzo de 2026.</i> 1 st Motion/1 ^a Moción: Garduño-Medina 2 nd Motion/2 ^a Moción: González Absences/Ausencias: Yáñez-Gutiérrez Abstentions/Abstenciones: None/ninguna The motion passed with eight votes. / <i>La moción pasó con ocho votos.</i>		
I.E	Mission <i>Misión</i>	The mission was read aloud. / <i>La misión fue leída en voz alta.</i>		
II. COMMUNICATIONS NORMS/NORMAS DE COMUNICACIÓN				
II.A.1.	Public Comments <i>Comentarios Públicos</i>	Eduardo de León made a statement regarding César Chávez <i>Eduardo de León hizo un comentario sobre César Chávez</i>		
III. ITEMS SCHEDULED FOR DISCUSSION AND/OR ACTION ARTICULOS PROGRAMADOS PARA DISCUSIÓN Y/O ACCIÓN				
III.A	Academics 101/Introducción a l programa académico – School Leadership/Liderazgo escolar	Teejay Bersola provided an Academics 101 training to the board. <i>Teejay Bersola proporcionó un entrenamiento sobre el programa académico a la mesa directiva.</i>		
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno		
III.B	Finance 101/Introducción a finanzas – School Leadership/Liderazgo escolar	Nick Mawad, EdTec, and Judy Morales provided a Finance 101 training to the board.		

		<i>Nick Mawad, EdTec, y Judy Morales proporcionaron un entrenamiento de finanzas a la mesa directiva.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
III.C	Business and Operations 101/Introducción de negocios y operaciones – School Leadership/Liderazgo escolar	School Leadership provided a Business and Operations 101 training to the board. <i>El liderazgo escolar proporcionó un entrenamiento de negocios y operaciones a la mesa directiva.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
III.D	Governance/Gobernancia: Ethics/Brown Act Training Review, Committee Assignments, Executive member Nominations and Elections/Repaso de entrenamiento de la ley Brown y ética, asignaciones a comités, nominaciones y elecciones de miembros ejecutivos – School Leadership/Liderazgo escolar	<p>School Leadership provided a governance training to the board. <i>El liderazgo escolar proporcionó un entrenamiento de gobernación a la mesa directiva.</i></p> <p>The board engaged in a conversation about executive member positions. They agreed that the following individuals would remain in their positions/ <i>La mesa directiva tuvo una conversación sobre los puestos de los miembros ejecutivos. Acordaron que las siguientes personas permanecerían en sus puestos:</i></p> <ul style="list-style-type: none"> • President/<i>president</i>: Elena Garduño-Medina • Treasurer/<i>tesorera</i>: Yesenia Ramírez-Huamani • Secretary/<i>secretaria</i>: Alex Dickson <p>The board unanimously voted for Antonio González to fill the vacant vice president position./<i>La mesa directiva votó unánimemente a favor de que Antonio González ocupe el puesto vacante de vicepresidente.</i></p>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV. FUTURE MEETINGS/PRÓXIMA JUNTA		
a. Regular Board Meeting: Thursday, March 26, 2026 at 5:30pm – <i>jueves, 26 de marzo de 2026 a las 5:30pm</i>		
V. FUTURE AGENDA ITEMS/TEMAS PARA AGENDAS FUTURAS		
VI. ADJOURNMENT/CLAUSURA		
The board meeting was adjourned at 2:29 PM. / <i>La reunión de la Mesa se terminó a las 2:29 PM.</i>		



Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

Agenda Item #III1

Board Meeting Date: April 30, 2026

Subject: Student Council

- (X) Information Item Only
- () Approval on Consent Agenda
- () Conference (for discussion only)
- () Conference/First Reading (Action Anticipated:)
- () Conference/Action
- () Action

Committee/Staff: Student Council

Information:

March Student Council Reports:

Student Council representatives and advisors met on March 5th, 2026, and discussed the following:

The Treasurer reported a current balance of \$1,835

The Spirit Day committee created flyers, decided on the date for the April Spirit Day, and planned for the upcoming months. They also voted on our final spirit days for spirit week.

- Celebrity Day on March 27th, 2026

The school events committee finished assembling the state testing goodie bags and distributed them to 3rd-8th-grade classes.

The fundraising committee worked on collecting and counting donations for the Ronald McDonald House Charity Drive.

The school climate committee reviewed the school survey, analyzed the data, and created a presentation summarizing the school data for Ms. Bersola.

Future items on the agenda:

- Yearbook photo
- Potential sports rally
- Dia de la niñez
- Set dates for spirit week



A California Public School

Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

April Student Council Reports:

Student Council representatives and advisors met on April 9th, 2026, and discussed the following:

The treasurer reported a current balance of \$1,756.14

The Spirit Day Committee finished and revised the date for the April Spirit Day. They also finished the May spirit day and spirit week flyers.

- Style Swap Day, April 30th, 2026

The Fundraising Committee finalized prizes for the RMDCH drive classroom winners.

The School Climate Committee created a presentation of the lowest scores on the school survey and brainstormed ways to improve them.

Future items on the agenda:

- Sports Rally
- May Spirit Day



Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

Agenda Artículo #III1

Fecha de la reunión: 30 de abril de 2026

Tema: Concilio estudiantil

- (X) Artículo de información
- () Aprobación en la Agenda de Consentimiento
- () Conferencia (solo para discutir)
- () Conferencia/Primera lectura (Acción Anticipado: _____)
- () Conferencia/Acción
- () Acción

Comité/Personal: Concilio estudiantil

Información:

Informes del concilio estudiantil de marzo:

Los representantes y asesores del Concilio Estudiantil se reunieron el 5 de marzo de 2026 y hablaron sobre los siguientes temas:

El tesorero nos informó que teníamos un total de \$1,835.

El comité del Día del Espíritu Escolar creó folletos, decidió la fecha para el Día del Espíritu Escolar de abril y además planificó las actividades de los meses siguientes. También votaron para los días de espíritu de la Semana de Espíritu Escolar.

- Día de las Celebridades: 27 de marzo de 2026.

El comité de eventos escolares terminó de preparar las bolsitas para los exámenes estatales y las distribuyó a las clases de 3.º a 8.º grado.

El comité de recaudación de fondos trabajó en la recolección y el conteo de donaciones para la Campaña Benéfica de la Casa Ronald McDonald.

El comité del clima escolar trabajó en la encuesta, la analizó y elaboró una presentación para la maestra Bersola.

Temas futuros en la agenda:

- Foto para el anuario
- Posible asamblea deportiva
- Apoyo durante el Día de la Niñez
- Fechas para la semana del espíritu escolar



A California Public School

Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

Informes del concilio estudiantil de abril:

Los representantes y asesores del Concilio Estudiantil se reunieron el 9 de abril de 2026 y trataron los siguientes puntos:

El tesorero informó un saldo actual de \$1,756.14.

El Comité del Día del Espíritu Escolar finalizó y revisó la fecha para el día del espíritu escolar del mes de abril. También terminaron los folletos para el día del espíritu escolar y la semana del espíritu escolar del mes de mayo. Día del Intercambio de Estilos: 30 de abril de 2026.

El Comité de Recaudación de Fondos preparó los premios para las clases ganadoras de la campaña de recolección para el RMDCH.

El Comité de Clima Escolar elaboró una presentación sobre las puntuaciones más bajas obtenidas en la encuesta escolar y realizó una lluvia de ideas para encontrar formas de mejorarlas.

Próximos temas en la agenda:

- Evento de animación deportiva (Sports Rally)
- Día del espíritu de mayo



Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

Agenda Item#III2

Board Meeting Date: Thursday, April 30th, 2026

Subject: Parent Council

- (X) Information Item Only
- () Approval on Consent Agenda
- () Conference (for discussion only)
- () Conference/First Reading (Action Anticipated:)
- () Conference/Action
- () Action

Committee/Staff: Parent Council 2025-2026

March:

- Teejay Bersola presented the LAS Charter/LCAP 101/FACE Policy
- Eduardo de León presented the LAS Health & Wellness Policy as part of the transition to bringing Nutrition Services in house, LAS is required to develop and have a board approved policy. Parent Council was asked to read and provide any feedback.
- In collaboration with CSU Sacramento's SHEP Students LAS hosted the Science & Literacy Night on Wednesday, March 25, 2026, 5:00 pm - 7:00 pm
 - Local Bookstores & Organizations that participated; Crawford Bookstore, AVID Books (Davis, CA), Withywindle Adventure Club & SAC Public Library-Mathew Senander III (Librarian)
 - CSU Sacramento's SHEP; Science Rotations & STEM Kit raffle
 - LAS teachers; Literacy Stations
 - Parent Council fundraising opportunity; sold hot dogs, chips & drinks
- Parent Council kicked off Spring Parent/Teacher Conferences with a goodie bag for all teachers

April:

Teejay Bersola presented the LAS Charter/LCAP 101/FACE Policy (PART 2)
LAS Theater Production; The Little Mermaid Jr. May 1 & 2 (3 shows total), Parent Council will be supporting with set up, check-in in and clean up. This is also a fundraising opportunity; hotdogs, chips and drinks will be sold.
Day of the Child-Friday, April 24th, 2026, from 9:00 am - 12:00 pm

- Schoolwide event; Tk-2nd Grade Rotation Stations, 3rd-5th Grade Rotation Stations and Middle School Rotation Stations
- 90+ LAS Family Volunteers (parents, grandparents, LAS Alumni, MET MECHA Group)
- Parent Council hosted hotdog lunches for all students (dietary restrictions were met with the support of Laura Lomeli)

Future items on the agenda:

Next Meeting Date; Wednesday, May 6th 2026 @ 5:30 pm - Room 9



A California Public School

Academia de Idiomas de Sacramento

Language Academy of Sacramento

A Two-Way Spanish Immersion Charter School

Agenda Artículo III2

Fecha de la reunión: jueves 30 de abril del 2026

Tema: Concilio de familias

- (X) Artículo de información
- () Aprobación en la Agenda de Consentimiento
- () Conferencia (solo para discutir)
- () Conferencia/Primera lectura (Acción Anticipado:)
- () Conferencia/Acción
- () Acción

Comité/Personal: Concilio de familias 2025-2026

marzo:

- Teejay Bersola presentó la política sobre los estatutos de LAS, el LCAP 101 y la póliza "FACE".
Eduardo de León presentó la política de salud y bienestar de LAS; como parte de la transición para internalizar los servicios de nutrición, LAS debe elaborar una política que cuente con la aprobación de la Mesa Directiva de LAS. Se pidió al Concilio de familias que la leyera y aportará sus comentarios.
- En colaboración con los estudiantes del programa SHEP de la CSU Sacramento, LAS organizó la Noche de la Ciencia y la Alfabetización el miércoles 25 de marzo de 2026, de 5:00 p. m. a 7:00 p. m.
 - Librerías y organizaciones locales que participaron: Crawford Bookstore, AVID Books (Davis, CA), Withywindle Adventure Club y la Biblioteca Pública de SAC (Mathew Senander III, bibliotecario)
 - SHEP de la CSU Sacramento; rotaciones científicas y rifa de kits STEM
 - MaestrXs de LAS; estaciones de alfabetización
 - Oportunidad de recaudación de fondos del Concilio de familias; venta de hot dogs, sabritas y bebidas
 - El Concilio de familias dió inicio a las reuniones de primavera entre familias y maestrXs con una bolsa de regalos para todos los maestrXs

abril:

- Teejay Bersola presentó el Charter de LAS, el LCAP 101 y la Política "FACE" (PARTE 2)
- Producción teatral de LAS: La Sirenita Jr. 1 y 2 de mayo (3 funciones en total). El Concilio de familias colaborará con la preparación, el registro de asistencia y la limpieza. Esta es también una oportunidad para recaudar fondos; se venderán hot dogs, sabritas y bebidas.
- Día de la Niñez: viernes 24 de abril de 2026, de 9:00 a. m. a 12:00 p. m.
 - Evento para toda la escuela; estaciones rotativas para preescolar a 2.º grado, estaciones rotativas para 3.º a 5.º grado y estaciones rotativas para la escuela secundaria
 - Más de 90 voluntarios de la comunidad de LAS (padres, abuelos, exalumnos de LAS, grupo MET MECHA)
 - El Concilio de familias organizó almuerzos de hot dogs para todos los estudiantes (se tomaron en cuenta las restricciones alimentarias con el apoyo de Laura Lomeli)

Temas futuros en la agenda:

Fecha de próxima junta; miércoles 6 de mayo del 2026 @ 5:30 pm - salón 9



A California Public School

Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School



A California Public School

Agenda Item# IVA

Board Meeting Date: April 30, 2026

Subject: LAS Charter Renewal: Timeline

- Information Item Only
- Approval on Consent Agenda
- Conference/First Reading (Action Anticipated : _____)
- Conference (for discussion only)
- Conference/Action
- Action

Background:

LAS Governing Board is responsible for the overall leadership, vision, and strategic planning for achieving the educational goals of the school as stated in the charter.

LAS Charter Original Petition Approval Date, Renewal Historical Timeline and Upcoming Renewal Dates:

<p>2004 Original Charter Petition Approval: February 19, 2004</p>
<p>2008 1st Charter Renewal: September 8, 2008</p>
<p>2014 2nd Charter Renewal: March 20, 2014</p>
<p>2019 3rd Charter Renewal: January 22, 2019</p>
<p>2026 4th LAS Charter Renewal <i>License to exist from July 1, 2027 – June 30, 2032</i> Submission to SCUSD: September 1, 2026 Initial Hearing before September 30, 2026 Determination Hearing before October 30, 2026</p>

Recommendation:

It is recommended that the Board review the LAS Charter Renewal Timeline and the attached documents about the renewal process.

Attachments:

- 1) SCUSD Checklist for Submitting a Complete Charter Petition
- 2) SCUSD Petition Review Rubric



A California Public School

LAS Charter Renewal Timeline				
Members	Aye	Nay	Abstain	Absent
Garduño-Medina, Elena				
Rojas, Dennise				
Dickson, Alex				
Pérez, Miguel				
Nova, Ana				
Ramírez-Huamani, Yesenia				
Gonzalez, Antonio				
Yañez-Gutierrez, Adriana				
Bermudez, Pablo				
Totals:				

Estimated Time of Presentation: 10 min
Submitted By: Bersola
Date: 042626

Pertinent Pages in
 Charter, pgs _____ Bylaws, pgs _____
 MOU, pgs _____ Policy _____



A California Public School

Agenda Artículo# IVA

Fecha de la Reunión: 30 de abril de 2026

Tema: Renovación de Chárter de LAS: Cronograma

- Artículo de información
- Aprobación en la Agenda de Consentimiento
- Conferencia/Primera lectura (Acción Anticipado: _____)
- Conferencia (solo para discutir)
- Conferencia/Acción
- Acción

Contexto:

La Mesa Directiva de LAS es responsable de la dirección general, la visión y la planificación estratégica para alcanzar los objetivos educativos de la escuela, tal y como se establecen en los estatutos.

Fecha de aprobación de la petición original del chárter de LAS, cronología de renovaciones y próximas fechas de renovación:

<p>2004 Aprobación de la petición del chárter original: 19 de febrero de 2004</p>
<p>2008 Primera renovación del chárter: 8 de septiembre de 2008</p>
<p>2014 Segunda renovación del chárter: 20 de marzo de 2014</p>
<p>2019 Tercera renovación del chárter: 22 de enero de 2019</p>
<p>2026 4ª renovación del chárter de LAS <i>Válida desde el 1 de julio de 2027 hasta el 30 de junio de 2032</i> Presentación ante el SCUSD: 1 de septiembre de 2026 Audiencia inicial antes del 30 de septiembre de 2026 Audiencia de resolución antes del 30 de octubre de 2026</p>

Recomendación

Se recomienda que la Mesa revise el calendario de renovación de los estatutos de LAS y los documentos adjuntos sobre el proceso de renovación.

Adjunto:

- 1) Lista de verificación de SCUSD para presentar una solicitud completa de escuela chárter
- 2) Rúbrica de evaluación de solicitudes del SCUSD



Checklist for Submitting a Complete Charter Petition

Dear Petitioner,

The following checklist was developed to support and guide charter school petitioners in submitting a complete and coherent petition. As previously noted, the charter school is responsible for making a case for renewal. Include what is most relevant in support of your Performance Report, petition, and Ed Code requirements.

Deliver one hard copy binder and one flash drive with all materials clearly labeled and organized to:
Serna Center, Sacramento City Unified School District
5735 47th Avenue, Sacramento, CA, 95824
Attention: Amanda Goldman

A complete petition should include the following:

1. A FULLY UPDATED charter petition, including

- A reasonably comprehensive description of all 15 required elements and supplemental information.
- Please submit the updated petition in Word or Google Docs format with track changes and a clean copy of the PDF.

! The accompanying *Petition Review Rubric* provides legal requirements enacted through 2019 and is intended as a starting point for the school. Petitioners are responsible for including all content required by all newly enacted laws and regulations pertaining to charter schools since the previous authorization.

2. A financial plan/proposed budget, including

- Reasonable multi-year financial projections with supporting documentation, including, at a minimum:
 - A description of budget assumptions (e.g., ADA, UPP projections, COLA, etc.)
 - FCMAT LCFF Calculator to verify ADA and UPP projections
 - A narrative statement explaining the projections in the MYFP and accounting for variances between years, ADA, UPP, and special education assumptions, and
- Cash flow for at least three (3) subsequent years.

! Electronic copies of financial records must be in Excel.

3. The Appendix

- Documents that support the content of the petition. FORM D is available for reference.

! The Appendix and supplemental materials will not be reviewed in place of a reasonably comprehensive description of the required charter petition elements, E.C. §47605.

4. Certification of Completion- E.C. §47605(b)

- Forms A and Form B have been provided for your convenience.

5. Specific to New Petitions

- [Articles of Incorporation and By-laws for the non-profit organization](#)

Petitioners are strongly encouraged to include the following information to facilitate the review process and ensure clarity, accessibility, and transparency.

1. Table of Contents

2. Cover Letter

- Signed by the governing board president or designee regarding the submission, including the date the governing board authorized the submission of the charter petition.

3. Executive Summary

- Prior term data-driven performance narratives (See data requirements below.)
- A Summary of Revisions includes:
 - Any substantive changes, including but not limited to governance structure/ bylaws, grade levels served, location(s),
 - Any changes to the design or intent of the program as described in the existing petition.
 - Any content required by all newly enacted laws and regulations pertaining to charter schools since the previous authorization. Include Ed Code references.

! Revision explanations are best shared in the format of a two-column table. The left column should list the charter elements and supplemental sections. The right should include a description of revisions on the right.

4. Local valid and verifiable data

- Submit data in alignment with the *State Board of Education Guidance, May 2023* and any updated guidance related as provisions sunset and new provisions are enacted.

5. The Appendix

- Insert schoolwide publisher growth and participation reports into the *Appendix*. See SBE May 2023 verified data guidance.
- Include any other documents supporting the *Executive Summary* and petition.

! All data must include:

- a. Source information
- b. Labels, including the year
- c. The most recent available data
- d. Redacted personally identifiable information

6. The *Petition Review Matrix*

- Insert page numbers identifying the location of legal requirements.

! It is highly recommended that the petitioner review the petition against the *Matrix* before submission.

The following forms are provided as a courtesy.

▶ Form A	<i>Signed Certification of Completion- Renewals & Material Revisions</i>
▶ Form B	<i>Signed Certification of Completion- New Petitions</i>
▶ Form C	<i>Suggested Appendix Documents</i>
▶ Form D	<i>Courtesy Copy Only: Charter Petition Process</i>



FORM A: Certification of Completion Required for Renewals & Material Revisions

RENEWAL & MATERIAL REVISION PETITIONER CERTIFICATION

Education Code §47605(b): *A petition is deemed received by the governing board of the school district for purposes of commencing the timelines described in this subdivision on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete.*

I hereby certify under the laws of the State of California and the United States that the foregoing petition and cover page(s) are deemed complete, true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the charter to revocation if later discovered and material to compliance with the Charter Schools Act.

Name of Lead Petitioner

Signature

Date Submitted

Name of Receiving District Contact

Signature

Date Received



FORM B: Certification of Completion Required for New Petitions

NEW PETITIONER CERTIFICATION *(must be completed and signed by petitioner)*

Education Code §47605(a)(1): <i>A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district. A charter school may propose to operate at multiple sites within the school district if each location is identified in the charter school petition. The petition may be submitted to the governing board of the school district for review after either of the following conditions is met:</i>	
<i>(A) The petition is signed by a number of parents or legal guardians of pupils that is equivalent to at least one-half of the number of pupils that the charter school estimates will enroll in the charter school for its first year of operation</i>	Yes ___ No ___
<i>(B) The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the charter school during its first year of operation</i>	Yes ___ No ___

Education Code §47605(b): *A petition is deemed received by the governing board of the school district for purposes of commencing the timelines described in this subdivision on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete.*

I hereby certify under the laws of the State of California and the United States that the foregoing petition and cover page(s) are deemed complete, true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the charter to revocation if later discovered and material to compliance with the Charter Schools Act.

Name of Lead Petitioner	Signature	Date Submitted
-------------------------	-----------	----------------

Name of Receiving District Contact	Signature	Date Received
------------------------------------	-----------	---------------



FORM C: Suggested Appendix Documents

The following is a list of suggested but optional, Appendix documents that may support the review process. Additional appendices should be included at the charter school's discretion. Supporting documentation should assist reviewers in understanding the school's past performance and its plans for the future. As previously noted, the charter school is responsible for making a case for renewal. Include what is most relevant in support of past performance, the petition, and Ed Code requirements.

To ensure compliance with privacy laws, all personally identifiable information must be redacted to be accepted by SCUSD.

- Budget, Multi-Year Financial Projections, and Cash Flow Worksheets (Excel format). Include supporting documentation:
 - LCFF Calculator
 - Assumptions
 - Narrative explanations
- Executive Summary supporting documents detailing past performance
 - Performance report data (e.g., parent satisfaction), with emphasis on measures referenced in Measurable Pupil Outcomes, TAAP, or LCAP
 - Verified growth and participation reports meeting the May 2023 submission requirements of the State Board of Education
- Local Control and Accountability Plan
- Evidence of the charter school's incorporation as a nonprofit benefit corporation
 - Articles of Incorporation,
 - Bylaws,
 - Board member rosters, biographies, and organizational chart
 - Key Policies, including, but not limited to, conflict of Interest, complaint, personnel and fiscal, health, English learner, special education, and wellness policies
- Employee and *Parent/Student Handbooks*
- Description of the evaluation process for senior management and teachers, including templates
- *Student Outreach and Recruitment Plan*
- Enrollment and lottery application forms
- Facility verification (lease, MOU, FUA)
- Math and ELA sample pacing guide (one of each for any grade)
- Instructional framework by grade level
- Academic calendar
- Bell schedule (by grade if it varies)
- List of instructional materials
- Professional development plan with the calendar
- Assessment plan with the calendar
- SELPA MOU
- SST process description and/or flowchart, plus sample forms/notices
- *English Learner Plan*
- Bibliography of research references made in the petition
- Supporting data, including labels, most recent year(s), sources

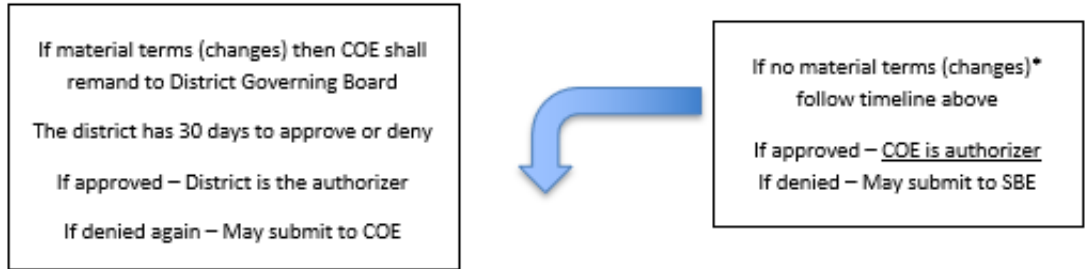
FORM D: Courtesy Copy- Petition Process

Charter Petition Process

TIMELINE FOR BOARD ACTION ON NEW AND APPEAL PETITIONS	
60 Days	Public Hearing 1- Determines Level of Support for Proposed Charter
90 Days	Public Hearing 2- Board Action with Equal Time & Procedure for Petitioner
30 Day Extension	30- Day Extension, If Mutually Agreed Upon and in Writing
15 Days Prior to Action	Publish Findings in Compliance with the Brown Act

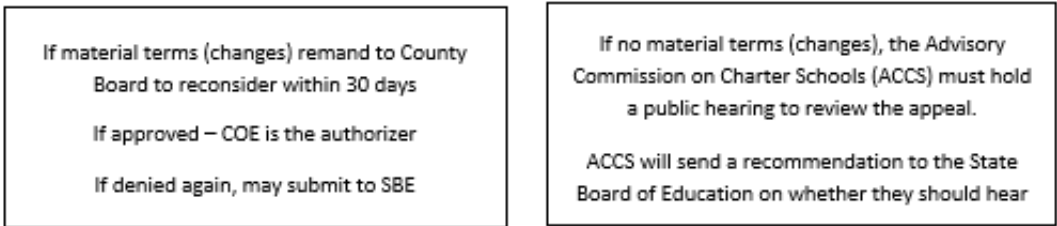


APPEAL SUBMITTED TO THE COUNTY OFFICE OF EDUCATION ED WITHIN 30 DAYS OF DENIAL E.C. §47605(K)(1)



**Material Terms mean signatures, affirmations, disclosures, documents, and required element descriptions. It does not include minor administrative updates to the petition or related documents due to changes in circumstances based on the passage of time as related to fiscal affairs, facilities arrangements, or state law, or to reflect the COE as the chartering authority, per E.C. §47605(k)(1)(A)*

PETITION SUBMITTED TO STATE BOARD OF EDUCATION WITHIN 30 DAYS OF DENIAL BY COE E.C. §47605(K)(2)



Appeals to the SBE shall include findings and a "documentary record" of the district and county's denial along with specific citations to the documentary record, detailing how the petitioner alleges the district and/or county board abused their discretion. SBE shall contract with local LEA for monitoring and oversight of current charters.



Charter Petition Review Rubric for 2026-27 (Modified from CCAP Petition Design Rubric)

Checklist Intent	2
Reasonably Comprehensive Description	6
Submission and Review Timeline	6
Element A (1): The Educational Program	7
Element B (2): Measurable Student Outcomes	17
Element C (3): Student Progress Measurement	19
Element D (4): Governance Structure	20
Element G (7): Balanced Enrollment	31
Element I (9): Annual Independent Financial Audits	36
Element J (10): Suspension and Expulsion Procedures	38
Element K (11): Employee Retirement Systems	41
Element L (12): Public School Attendance Alternatives	42

Miscellaneous Provisions	47
The Petition Describes, At Minimum	47

Checklist Intent

The following checklists are intended to be a starting point for charter leaders and authorizing agencies. It is the Charter’s responsibility to ensure that all legal requirements are met in the petition, even if they are not included in this checklist. Consult legal counsel and/or cross-reference with the release of annual legal updates, as needed. Refer to the *Resources* tab on the <https://calauthorizers.org> website periodically to check for updates.

This checklist supports petition reviews and provides a place to collect information (findings) verifying whether the Charter meets statutory requirements for approval. The *Renewal Toolkit* provides further guidance on the legal standards for approval and denial. **Language in red indicates statutory requirements for the charter petition.**

Intake of a Traditional Petition Submission

Name of Charter as Listed in the Petition	Date Complete Petition Verified/Received
REQUIRED ELEMENTS FOR A TRADITIONAL CHARTER Education Code §47605(c)(5)(A–O)	
The intake review verifies the inclusion of a signed <i>Certification of Completion</i> , and all required and supplemental elements	Page Number(s)
<i>A signed Certification of Completion</i>	
Element A (1) Educational Program	

The following items are required and are likely embedded within Element (A) (1)	
<ul style="list-style-type: none"> • The petition outlines a special education plan and indicates how it will comply with the relevant regulations. 	
<ul style="list-style-type: none"> • The petition describes its special education structure, its relationship to the SELPA, and the responsibilities of each party for service delivery, including referral, assessment, instruction, due process, and agreements that describe the allocation of costs. 	
<ul style="list-style-type: none"> • The petition provides a plan for independent study (if applicable). 	
<ul style="list-style-type: none"> • The petition addresses alternative education programs (if applicable). 	
Element B (2) Measurable Student Outcomes	
Element C (3) Student Progress Measurement	
Element D (4) Governance Structure	
Element E (5) Employee Qualifications	
Element F (6) Health and Safety Procedures	
Element G (7) Balanced Enrollment	
Element H (8) Admissions Policies and Procedures	
Element I (9) Annual Financial Audits	
Element J (10) Suspension and Expulsion Procedures	
Element K (11) Employee Retirement Systems	
Element L (12) Public School Attendance Alternatives	
Element M (13) Rights of District Employees	
Element N (14) Dispute Resolution Procedure (Relating to the provisions of the Charter)	
Element O (15) Charter School Closure Procedures	
REQUIRED SUPPLEMENTAL CRITERIA EC §47605(h), §47641	

The intake review verifies the inclusion of	Page Number(s)
<p>Provides reasonable three (3) to five (5) year financial projections with supporting documentation, including, at a minimum:</p> <ul style="list-style-type: none"> ● A current year budget ● FCMAT LCFF Calculator to verify ADA and UPP projections ● A narrative statement explaining the projections in the MYFP and accounting for variances between years, ADA, UPP, and special education assumptions, and ● Provides cash flow for at least three (3) subsequent years ● Local Control and Accountability Plan (LCAP) ● Independent Study Board Policy and Master Agreement (if applicable) 	
<p>The charter school provides an up-to-date safety plan that includes required safety topics listed in subparagraphs (A)-(O), inclusive, of paragraph (2) of subdivision (a) of EC 32282, with sensitive information redacted.</p>	
<p>Includes required assurances, declarations, and affirmations.</p>	

REQUIRED RENEWAL CRITERIA Education Code § 47607 & 47607.2	
<p>First, consider whether there may be any of the following that would prompt the authorizing board to issue a Notice of Concern.</p> <ul style="list-style-type: none"> ● Are there serious fiscal or governance concerns that should be addressed? and/or ● Is there evidence that the charter school has not attempted to serve all students who wished to attend, provided there was sufficient space? 	<p>Mark: Yes or No</p>
<p>The intake review begins with verification of the school’s status as high-, middle-, or low-performing, or that the school remains eligible for DASS status. The intake review also verifies the inclusion of certain items and validates information for the <i>Staff Report</i>.</p> <p>If the CA Dashboard indicators are not yet available for the most recently completed academic year before renewal, there is evidence of verified/verifiable data, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year (EC 47607(c)(6)). Verified data sunsets January 2026; however, if reinstated, it must align with the most recent State Board of Education adoption of verified data requirements (e.g., CDE Verified Data Criteria and Data Use Procedures).</p>	
<p>Complete only the section that pertains to the Charter’s renewal status.</p>	<p>Mark: Yes, No, NA</p>
<p>The High-Performance Category threshold for renewal per EC 47607(c)(2)(A):</p>	

The charter school has received the highest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or	
For all measurements of academic performance (ELA, Math, English Language Proficiency (ELPI), Science, College/Career Readiness), the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of student groups performing statewide below the state average in each respective year, received performance levels that are higher than the state average. Exclusions: In 2025, the student group evaluation excludes White, Asian, Two or more Races, and Filipino groups.	
The charter is NOT eligible for technical assistance.	
The Low-Performance Category threshold for renewal per EC 47607.2(a)(1):	
The charter school has received the lowest two performance levels schoolwide on all the state indicators included on the Dashboard for which it receives performance levels; or	
For all measurements of academic performance (ELA, Math, ELPI, Science, College/Career Readiness), the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of student groups performing statewide below the state average in each respective year, received performance levels that are lower than the state average. See exclusions above.	
A charter may be renewed only upon making a written factual finding, specific to the petition, setting forth facts supporting the finding that the charter school is taking meaningful steps to address the underlying cause or causes of low performance. Those steps are reflected, or will be reflected, in a written plan adopted by the charter school's governing body.	
The Middle-Performance Category threshold for renewal per EC 47607.2(b)(1):	
Consider schoolwide and student group outcomes for the Dashboard state and local indicators. The Authorizer shall give greater weight to performance on academic measurements.	
DASS Eligible School Alternate Metrics (EC 47607(c)(7))	
<ul style="list-style-type: none"> The Charter provided updated, valid, and verifiable data on the established alternate metrics applicable to the charter school based on the population served. 	
<ul style="list-style-type: none"> Consider the Charter's performance on the CA Dashboard state and local indicators. 	

Additional Reviewer Notes and Observations
Additional Notes on Access, Enrollment, Equity, Verified Data, and Serving All Students
General Notes on Academic Performance, Dashboard Indicators, Local Metrics, and Renewal Recommendation

Reasonably Comprehensive Description

A reasonably comprehensive description of each element should be substantive rather than a listing of topics with little elaboration. To be fully comprehensive, multipart elements should address all aspects of the element relevant to the proposed program, not just selected aspects. The legal requirement, however, remains ‘reasonably comprehensive.’ All elements should be specific to the charter petition being proposed, not to charter schools or charter petitions generally.

Submission and Review Timeline

Submission Date: _____
 Deadline for Initial Public Hearing (60 days): _____
 Deadline for Determination Hearing (90 days): _____

Agreement to 30-day extension: Yes / No? Date: _____
 Board Meeting Date for Initial Public Hearing: _____
 Board Meeting Date for Determination Hearing: _____

Element A (1): The Educational Program



“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an ‘educated person’ in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” (Education Code § 47605 subd. (c)(5)(A)(i))

“The annual goals for the charter school for all pupils and for each student group of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” (Education Code § 47605 subd. (c)(5)(A)(ii))

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
Targeted Student Population (Education Code § 47605(c)(5); § 47612.5; 5 CCR § 11960)		
<p>The students the charter school will attempt to educate and how it will address their academic needs</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Describes the target student population, including but not limited to demographic groups, communities, and other characteristics of the students the charter school will attempt to educate. Describes the academic needs of the student population it will attempt to educate. If a DASS program contains a clearly articulated mission and purpose to recruit and educate high-risk students. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Articulates a proposed educational program that aligns with the demonstrated need. Provides data to support the need for a school that serves the target student population. 	
<p>Review Standard</p>	<p> <input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet </p>	

Educational interests, backgrounds, and challenges of the target student population	<u>Quality Indicators</u> <ul style="list-style-type: none"> Clearly and comprehensively describes the interests, backgrounds, and challenges of the targeted student groups to be served. Aligns with the school’s mission and vision. Includes evidence of interests and challenges. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Grade levels and number of students the charter school plans to serve	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides grade levels, number of students, and maximum enrollment. <u>Quality Indicators</u> <ul style="list-style-type: none"> Grade levels and numbers of students seem reasonable given the other schools in the community and the population. The student enrollment projections are reasonable and ensure the budget can support the program proposed. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
School year/academic calendar, number of school days, and instructional minutes	<u>Assurance</u> <ul style="list-style-type: none"> The number of school days and instructional minutes meets state requirements. Additional information is located here. 175 required days Required Minutes by gradespan <ul style="list-style-type: none"> K: 36,000 1-3: 50,400 4-8: 54,000 9-12: 64,800 <u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides a proposed academic calendar that displays school days and instructional minutes. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Attendance expectations and requirements, including enrollment projections	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Includes the specific means to be used for student attendance accounting and reporting, satisfactory to support state average daily attendance claims and to satisfy audits related to attendance that may be conducted. 	

	<ul style="list-style-type: none"> For independent study, specific means of determining and recording attendance, including means of determining that the enrolled student completes the work, and specifically what amount of work/time counts as a day of attendance. Independent Study Board Policy and Master Agreement are included as appendices. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Master/daily schedule and proposed bell schedule	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides master/daily schedules that align with the educational program Attendance policies/procedures meet ADA claim and audit requirements, including those for independent study EC 51747.5(b) Master agreement and learning plan, if non-classroom-based 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Goals and Philosophy (Education Code § 47605(c)(5)(A))		
A clear, concise school mission statement	<u>Quality Indicators</u> <ul style="list-style-type: none"> Provides a clear, concise school mission and vision statement that aligns with the target population and proposed educational program. Describes a cohesive approach to achieving the mission throughout the petition. 	
Academic skills and qualities of an “educated person” in the 21st century	<u>Quality Indicators</u> <ul style="list-style-type: none"> Includes a list of academic and non-academic skills and qualities important for an educated person in the 21st century. The skills and qualities are research-based. Addresses college and career-readiness. Addresses use of technology. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
School’s goals and strategies are consistent with enabling pupils to become and remain self-motivated, competent, and lifelong learners	<u>Quality Indicators</u> <ul style="list-style-type: none"> Provides goals that seem likely to enable students to become and remain self-motivated, competent, and lifelong learners. Describes research-based strategies for achieving these goals that align with the mission. Goals are specific, measurable, achievable, relevant to identified needs, and time-bound. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	

<p>Annual goals for all pupils and each student group of pupils are identified that apply to the grade levels served</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Includes annual goals for all students and each student group in the Measurable Student Outcomes section. As applicable to the grade levels served, the Transitional Kindergarten program outlines developmentally appropriate learning outcomes using appropriate curriculum, instruction, and assessment. If the petition references LCAP for goals, the LCAP goals and measurable outcomes reflect schoolwide and student-group outcomes representative of the charter’s demographics. Annual goals reflect California’s Eight State Priorities 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Specific annual actions the school will take to achieve the identified goals</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Provides annual actions in the Measurable Student Outcomes section. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Actions reflect a reasonable reflection and response to student outcomes. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Additional priorities related to unique aspects of the proposed charter school program include goals and specific annual actions</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Provides additional priorities related to the unique aspects of the educational program in the LCAP template in the Measurable Student Goals section. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Instructional Design (Education Code § 47605(c)(5)(A))</p>		
<p>Curricular and instructional design of the education program</p>	<p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Includes discussion of key educational theories and research that support the educational program design. Provides research-based evidence to show how the design will successfully serve the target student population. Describes instructional approaches and strategies that will enable the school’s students, including student group populations (students with disabilities, English learners, students 	

	<p>achieving substantially above or below grade level expectations, and other special student populations), to master the content standards for the core curriculum areas adopted by the SBE.</p> <ul style="list-style-type: none"> • The curricular and instructional design of the education program aligns with state standards. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Description of learning setting (e.g., site-based matriculation, independent study, tech-based)	<p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> • The learning setting aligns with the instructional design and the needs of the student population. If an independent study program, the description includes the requirements for the Written Agreement. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Description of the charter school's curriculum	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> • Provides a concise description of the curriculum that addresses all major subject areas and English language development. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> • Describes how the curriculum is research-based and effective. • Describes innovative curricular components. • Describes intervention and enrichment programs. • Describes a curriculum that aligns with the mission and addresses the specific needs of the targeted student population. • Describes professional development needed to support the curriculum and aligns with the budget. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Description of instructional methods and strategies	<p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> • Provides research-based, focused description of instructional methods and strategies designed to meet the needs of the student population. • Instructional methods and strategies are consistent with the proposed curriculum. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	

Description of professional development plan	<u>Quality Indicators</u> <ul style="list-style-type: none"> ● Provides a plan for professional development that aligns with the charter school's proposed program and seems likely to ensure that teachers have the capacity to deliver the educational program. ● Plan includes sustained, ongoing professional development activities. ● Plan builds the capacity of teachers to support the specific needs of special populations of students. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Requirements for Charter Schools Serving High School Students (Education Code § 47605(c)(5)(A)(iii))		
The charter school's graduation requirements Check the CDE graduation requirements website for legal updates.	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> ● Provides a comprehensive description of the school's graduation requirements. ● Graduation requirements meet the following state standards: <ul style="list-style-type: none"> ○ 3 years of English ○ 2 years of mathematics (including Algebra I) ○ 3 years of social science (including U.S. history and geography; world history, culture, and geography; one semester of American government; and one semester of economics) ○ 2 years of science (including biology and physical science) ○ 2 years of physical education ○ 1 year of foreign language, or visual and performing arts, or, commencing with the 2012–13 school year, career technical education. To satisfy the minimum course requirement, a course in American Sign Language shall be deemed a course in a foreign language. <u>Quality Indicators</u> <ul style="list-style-type: none"> ● A DASS Petition describes provision for students to graduate meeting state minimum graduation requirements, including Foster Youth, dropout recovery, IEP/504, etc. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How the school program and course schedule will enable all students (except those with IEPs that state otherwise) to meet graduation requirements	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> ● Includes the school program and course schedule that enables students to meet the state's graduation requirements and A–G requirements. A–G requirements are as follows: <ul style="list-style-type: none"> ○ 2 years of history/social science ○ 4 years of English 	

and A-G ¹ requirements within four years	<ul style="list-style-type: none"> ○ 3 years of mathematics ○ 2 years of laboratory science ○ 2 years of foreign language ○ 1 year of visual and performing arts ○ 1 year of college preparatory elective ● Ensure EL participation in the standard instructional program to meet graduation requirements. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How the school will provide sufficient opportunities and support students who have fallen behind in meeting graduation requirements	<u>Quality Indicator</u> <ul style="list-style-type: none"> ● Describes research-based strategies for supporting students who have fallen behind. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How the school will ensure that transfer students can meet graduation and college entrance requirements	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> ● Describes how transfer students' transcripts will be assessed and a plan developed to enable them to meet graduation and college entrance requirements. ● Describes how the school will inform parents if the school's course offerings might preclude a student from meeting graduation and/or college entrance requirements if he or she transfers into or out of the school. <u>Quality Indicator</u> <ul style="list-style-type: none"> ● Addresses WASC accreditation. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How parents will be informed about the transferability of courses to other public high schools and the eligibility of	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> ● Describes a variety of tools/vehicles for communicating with parents. ● States that parent communications will be translated into the parents' primary languages. 	

¹ The University of California (UC) and the California State University (CSU) systems have established a uniform minimum set of courses required for admission as a freshman. The UC maintains public [“a-g” course lists](#) that provide complete information about the high school courses approved for admission to the university. In addition to the required courses, California public universities have other [requirements](#) for admission as a freshman. For more information, see [here](#) .

courses to meet college entrance requirements		
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How the instructional program provides options that ensure students meet the CDE’s College/Career Indicator	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • Instructional program incorporates multiple means for students to meet CDE’s College/Career standards, offering: Advanced Placement, International Baccalaureate, college credit, leadership/military science, career/technical education, A–G requirements. For more information, see here. • Describes how the charter school will ensure that English learners are not denied enrollment in courses offered by the school that meet the subject matter requirements for purposes of recognition for college admissions, such as honors or advanced placement courses. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How each student will receive information on how to complete and submit a FAFSA or California Dream Act Application at least once before the student enters grade 12	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • This description identifies a staff position to provide this information and describes when and how it will be provided. • If the Student/Family handbook is referenced to meet this requirement, it is included in the appendix. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How the exit outcomes will align to mission, curriculum, and assessments	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • Exit outcomes are aligned to and appropriate for the mission, curriculum, and assessments. 	
Technology		
How staff’s and students’ technology resources are aligned to the instructional program and meet state assessment requirements	<u>Quality Indicators</u> <ul style="list-style-type: none"> • Describes the technology available to students and the student-computer ratio. • Describes a plan for providing adaptive technology for Students with Disabilities in compliance with Individualized Education Plan (IEP) or Section 504 plans. • Addresses Common Core technology standards, digital assessments, and professional learning. 	

Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
Meeting the Needs of All Students (Education Code § 47605(c)(5)(A)(ii); see also Education Code § 52052)			
<p>How the charter school will identify and meet the needs of students with disabilities, English learners, students achieving substantially above or below grade level, homeless youth, foster youth, and other targeted student populations</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Describes, at a minimum, how the school will meet state and federal requirements for identifying and meeting the needs of English Learners (including Long-term ELs), Foster Youth, Homeless Youth, Students with Disabilities (SWD), academically low-achieving students, and academically high-achieving students ● Addresses other significant student populations that the school anticipates serving. ● Description includes legally required descriptions of identification, assessment, instruction, monitoring procedures, and professional development for special populations. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Description demonstrates understanding of the likely English learner population, including subpopulations (e.g., newcomers, migrant students, long-term English learners, English learners with disabilities). ● Provides a description of the process to be used to identify students who qualify for special education programs and services, and how the school will provide or access special education programs and services. ● Includes a research-based approach to identify and meet the needs of other major student groups. 		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
English Learners (Education Code § 47605 (c)(5)(A)(ii); 5 CCR § 11518.5(c))			
<p>The process for identifying English learners</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Describes how the school will, at the time of a student’s initial California enrollment (not before), administer a home language survey (HLS) to identify whether the primary or native language of the student is a language other than English. <ul style="list-style-type: none"> ○ The school requests student records to identify whether a student has been previously identified as an English Learner. ● Describes how the school will determine if the student is eligible for initial assessment if a parent or guardian HLS response indicates a primary or native language other than English, 		

	and if so, will promptly notify the parent or guardian, in writing, before the administration of the English Language Proficiency Assessments for California (ELPAC) initial assessment.	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>The educational program for English language acquisition, and how the school will provide English learners with meaningful access to the curriculum</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Includes both integrated and designated English language development (ELD). (See ELA/ELD Framework, and the English Learner Roadmap for details.)² Includes a comprehensive description of how the ELD program implements sound educational theory effectively with sufficient resources and personnel, and is evaluated for its effectiveness in having English learners overcome language barriers and meet the same academic goals set for all other students within a reasonable period of time. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Describes an instructional approach that is asset-based and responsive to different English learner characteristics and experiences. Describes how English learners will be provided access to a full standards-based and relevant curriculum, along with appropriate supports and services. Instructional design and materials reflect high expectations and support high levels of language (English and other languages), literacy, and intellectual engagement. Ensures English learners have access to the full range of instructional programs available at the charter. 	

² Integrated ELD is instruction in which the CA ELD standards are used in tandem with the state-adopted academic content standards. (5 CCR § 11300(c)c).

Designated ELD is instruction provided during a protected time in the regular school day for focused instruction on the state-adopted ELD standards. During Designated ELD, English learners develop critical English language skills necessary for accessing academic content in English. (5 CCR § 11300(a)a).

	<ul style="list-style-type: none"> Describes how the school will recruit, evaluate, and provide professional development for staff to support the effective implementation of the English learner educational program (See also Employee Qualifications.) 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
The process for monitoring progress and effectiveness of supports for English learners at all proficiency levels, including long-term English Learners	<u>Quality Indicators</u> <ul style="list-style-type: none"> Describes evidence- and asset-based approaches for meeting the needs of English learners at all proficiency levels, including LTELs, and how the school will monitor the effectiveness of the supports provided. Describes how the school will identify long-term English learners (LTELs) and students at risk of becoming LTELs and monitor their progress in both English language proficiency and grade-level academic content. Describes the charter’s Reclassification criteria for English Learners. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Students with Disabilities (Education Code § 47605(c)(5)(A)(ii))		
The school’s special education plan and indicates how it will comply with the district’s special education plan	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Specifies the school's special education plan, including, but not limited to, how the school will comply with the provisions of Education Code section 47641. Demonstrates the school's understanding of its responsibilities under law for students with disabilities and how the school intends to meet those responsibilities. <u>Quality Indicators</u> <ul style="list-style-type: none"> Describes how the school will serve students with different disability types. Describes how the school will provide needed services (e.g., speech, cognitive, etc.). 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
How the school will meet educational needs	<u>Quality Indicators</u> <ul style="list-style-type: none"> Describes a plan for appropriate staffing to ensure student assessment and instructional needs are met in accordance with student IEP’s. Describes a plan to ensure the Least Restrictive Environment and provide a continuum of services for SWD’s. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	

How the school will monitor their progress	<u>Quality Indicators</u> <ul style="list-style-type: none"> Describes an assessment plan for SWD's that includes required state assessments, local assessments, and alternative assessments. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notes		

Element B (2): Measurable Student Outcomes



“The measurable pupil outcomes identified for use by the charter school. ‘Pupil outcomes,’ for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement, both schoolwide and for all pupil student groups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Education Code § 47605 subd. (c)(5)(B).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, or Assurance Indicators (Education Code § 47605(c)(5)(A)-(B); § 52052(a)(2))	Page Number(s)
Measurable student outcomes for all pupils and each numerically significant student group, including specific assessment methods or tools listed for each outcome	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides annual measurable goals and objectives for the school and for each numerically significant student group of pupils served for each of the eight state priorities identified in EC 52060(d). <ul style="list-style-type: none"> Numerically significant student groups have 30+ students. 	

	<ul style="list-style-type: none"> ○ Student groups include: racial-ethnic groups, socio-economically disadvantaged students, English learners, Long-term English Learners, Students with Disabilities ○ Foster and homeless youth groups have 15+ students. ● Includes assessment methods for each goal. ● Describes how pupil outcomes align with state priorities. ● If the petition refers to the Local Control & Accountability plan to meet this requirement, the Goals, Actions, Services, and associated measurable outcomes must meet this requirement. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Provides goals that are appropriate, achievable, and aligned to the school’s mission and instructional program. ● Actions are specific, and there is a reasonable expectation that they will achieve stated goals. ● Goals for English learner academic growth equal or exceed those for the expected growth of English proficient students. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>Specific annual actions designed to achieve the stated goals</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Provides annual actions for each of the stated goals. ● If the petition refers to the Local Control & Accountability plan to meet this requirement, the Goals, Actions, Services, and associated measurable outcomes must meet this requirement. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Actions are specific, and there is a reasonable expectation that the petitioner would achieve stated goals. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>Additional school priorities related to unique aspects of the proposed charter school program, with goals and specific annual actions</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Includes additional school priorities related to the unique aspects of the proposed school. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Provides goals that are appropriate, achievable, and aligned to school priorities. ● Actions are specific, and there is a reasonable expectation that they will achieve stated goals. 	

Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
School-wide student performance goals students will achieve over a given period of time, including projected attendance levels, dropout percentage, and graduation rate goals.	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides schoolwide goals and target dates for achievement, attendance, dropout, and graduation. <u>Quality Indicators</u> <ul style="list-style-type: none"> Goals are specific, measurable, achievable, relevant to identified needs, and time-bound.
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
Notes	

Element C (3): Student Progress Measurement



“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Education Code § 47605 subd. (c)(5)(C).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
Method for Measuring, Analyzing, and Reporting Pupil Progress Toward Outcomes (Education Code § 47605(c)(5)(B-C) and (d))		
How the school will monitor and measure student progress toward mastery of state standards and other goals identified above	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Assessment tools include all required state and federal assessments (SBAC, ELPAC, CAST, California Alternative Assessments (CAA), etc.) for accountability purposes. At least one assessment method or tool is listed for each exit assessment. 	

	<p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Provides a variety of alternative assessment types, including those that employ objective means of assessment consistent with the measurable pupil outcomes. ● Chosen assessments or assessment types are appropriate for standards and skills the school seeks to measure. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>A plan for collecting, analyzing/utilizing, and reporting student/school performance to charter school staff and students' parents and guardians, and for utilizing the data continuously to monitor and improve the charter school's educational program</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Provides a plan that is thorough and addresses data collection, analysis, and communication to all stakeholder groups. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Describes the role and use of data to inform curriculum, instruction, tiered intervention, and enrichment. ● Describes the role and use of data to monitor and improve the charter school's educational program and operations by the staff, school site leadership, executive leadership, and governing board. ● Describes the role and use of data to inform stakeholders of school performance. ● Describes how data will be disaggregated for statistically significant student groups. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>The school's grading and progress reporting systems.</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Addresses grading policy, type and frequency of progress reporting, and promotion/retention policy and procedures. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notes		

Element D (4): Governance Structure



“The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.” (Education Code § 47605 subd. (c)(5)(D).)³

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators (Education Code § 47605(e),(h) and (n); Government Code 53235))	Page Number(s)
<p>For those charter schools incorporated as a nonprofit benefit corporation: evidence of compliant nonprofit benefit corporation documentation, including Articles of Incorporation, governing board Bylaws, board training, policies, and procedures; Describes how the policies will be monitored and implemented</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Provides Articles of Incorporation. ● Summarizes the policies listed below: <ul style="list-style-type: none"> ○ Conflict of Interest Code. Must be a stand-alone document that meets the requirements of the California Political Reform Act, Government Code § 87100 et seq. For further information, please see the various resources available on the Fair Political Practices Commission website at http://www.fppc.ca.gov/Form700.html ○ Conflict of Interest Policy ○ Complaint Policy ○ Conflict Resolution Policy ○ Policies and Internal Controls to Prevent Fraud, Embezzlement, and Conflict of Interest ● Summarizes the bylaws. ● Bylaws should include:⁴ <ul style="list-style-type: none"> ○ Mission statement. ○ An indemnification statement, or statement that limits the personal liability of board members. ○ Compliance with the Brown Act and the California Public Records Act. 	

³ As described in the Petition Template, the references to governing boards are intended for non-profit public benefit corporations.

⁴ Sources: Blue Avocado, Bylaws Checklist, available at https://blueavocado.org/board-of-directors/bylaws-checklist/?gclid=EA1a1QobChMIkKTYzIjp6wIVErBICh0x8QwhEAAAYASAAEgImNfD_BwE; Education Board Partners, Bylaws, The Essential Ingredients for Good Bylaws, available at https://charterschoolcenter.ed.gov/sites/default/files/files/field_publication_attachment/The_Essential_Ingredients_for_Good_Bylaws-2.pdf; Knowledge base What are nonprofit bylaws? Where can I find samples?, available at <https://learning.candid.org/resources/knowledge-base/nonprofit-bylaws/>

	<ul style="list-style-type: none"> ○ The minimum and maximum number of board members, their terms and term limits, and the selection process. ○ Powers and duties of board members and officers. ○ Rules and procedures for holding meetings, voting, and the minimum number of meetings per year. ○ Procedure for removing a board member or officer. ○ Description of committees and how committees may be created or dissolved. ○ How a special or emergency board meeting may be called. ○ How the bylaws can be changed. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>Key features of the governance structure, including, but not limited to:</p>		
<p>Delineation of roles and responsibilities of the governing board and staff</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Includes an organizational chart. ● Evidence that the organizational technical designs of the governance structure reflect a seriousness of purpose to ensure that the charter will become and remain a viable enterprise. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Description should include a focus on student achievement, providing strategic direction, recruiting and managing an exceptional school leader, raising resources, engaging in financial oversight, ensuring the school meets all compliance expectations and requirements of the authorizer, and running board operations (including member recruitment, committees, and meeting schedules).⁵ ● Demonstrates understanding of their role as policymakers and not operational leaders. ● Provides an annual calendar of meetings that describes the major work of the board. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>If applicable, a clear description of the flexibility and level of autonomy the charter school has from the charter management organization over budget,</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● The proposed contract between the school and management organization is submitted with specific sections of the contract referenced that clearly describe the charter school’s level of autonomy with respect to budget, expenditures, personnel, and daily operations. 	

⁵ Education Board Partners, Governance Best Practices for Highly Effective Charter School Boards, available at <http://www.publiccharters.org/sites/default/files/migrated/wp-content/uploads/2014/09/Paper-Governance-Best-Practices-for-Highly-Effective-Charter-School-Boards.pdf>

expenditures, personnel, and daily operations		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
Size/composition of board, board committees, and/or advisory councils	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • Board size varies. Nationally, boards typically have between 9 and 11 members.⁶ • Describes board committees and composition. Should include at least finance, academic, and governance committees. 	
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
Other important legal or operational relationships between the charter school and the granting agency	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • Describes important legal or operational relationships between the charter school and the granting agency. 	
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
Method for selecting board members and election/appointment for board member replacement	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • Describes where/how vacant positions will be publicized. • Describes the selection process—e.g., resume review, interview process, etc. <u>Quality Indicators</u> <ul style="list-style-type: none"> • Describes criteria for selecting board members that align with the needs of the school, including specific expertise and skills needed on the board. <ul style="list-style-type: none"> ○ Criteria should include willingness and commitment to participate in board activities. Experience and expertise could include legal, financial, instructional, facilities, operations, and nonprofit leadership. • Annual board calendar that includes key work of the board, e.g., LCAP approval, budget approval, annual evaluation of the school leader, etc. • Ensures board members reflect the community. 	
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet

⁶ Education Board Partners, Governance FAQs, available at https://charterschoolcenter.ed.gov/sites/default/files/files/field_publication_attachment/Governance%20FAQs.pdf

<p>Names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school.</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Provides a list of names and qualifications for board members consistent with the board’s bylaws. ● Includes evidence that a parent would be on the board. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Board members have a range of experience aligned to school needs. ● Experience could include legal, financial, instructional, facilities, operations, and nonprofit leadership. ● Ensures members reflect the community. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Meeting requirements and procedures</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Includes the following: <ul style="list-style-type: none"> ○ Location and frequency of governing board/committee meetings ○ Annual calendar of governing board and committee meetings that describes the major work of the board ○ Location(s) for posting governing board and committee meeting agendas ○ Specific procedures that will ensure compliance with key Brown Act requirements 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Decision-making procedures</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Includes the following: <ul style="list-style-type: none"> ○ Quorum requirements ○ Board action (voting) requirements ○ Abstention and teleconference participation 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	

<p>Assessing board member training needs, providing training, and ensuring compliance with open meeting requirements</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Will provide board meeting agendas, minutes, and committee meeting minutes. ● Board members will receive annual training, including but not limited to the Brown Act, finance, and ethics training every two years. <p><u>Quality Indicators</u></p> <p>Describes how they will assess training needs and provide training that aligns with the board’s responsibilities.</p> <p><u>Assurance</u></p> <ul style="list-style-type: none"> ● Schools shall comply with the Ralph M. Brown Act (“Brown Act”). All meetings of the Charter School’s governing board shall be called, held, and conducted in accordance with the terms and provisions of Education Code Section 47604.1 and the Brown Act, including, but not limited to, those related to meeting access and recording, notice, agenda preparation, posting, and reporting. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>A process for involvement or input of parents/guardians in the governance of the charter school, including a clear delineation of the roles and responsibilities of parent committees, advisory councils, and similar groups</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Describes parent bodies, their roles and responsibilities, their involvement in decision-making, and how members will be selected. ● Describes the process by which the school will consult with all stakeholders (parents, teachers, staff, administrators, and students) to develop its LCAP and annual update. ● Describes the process by which the school will consult with parents and teachers regarding the school’s educational program. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Describes outreach and selection strategies that ensure that all members of the community have a voice and are represented. ● Parent bodies collaborate with families and treat parents as partners in their child’s learning.⁷ ● Describes how parent bodies are integrated into the school community and decision-making.⁸ ● Describes how the school will communicate with and engage historically unrepresented families. 	

⁷ California Department of Education, Family Engagement Toolkit, available at <https://www.cde.ca.gov/fg/aa/lc/documents/family-engagement.pdf>

⁸ California Department of Education, Family Engagement Toolkit, available at <https://www.cde.ca.gov/fg/aa/lc/documents/family-engagement.pdf>

Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
<p>A description of how it shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to or continuation at the charter school</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> • Describes the tools/vehicles (e.g., newsletter, email, website, etc.) for notifying parents and guardians that parental involvement is not a requirement. • Describes a plan for oral and written translation of parent and guardian notifications in languages spoken by at least 15% of the EL population, as required by Education Code § 8985.
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
<p>Notes</p>	

Element E (5): Employee Qualifications



“The qualifications to be met by individuals to be employed by the charter school.” (Education Code § 47605 subd. (c)(5)(E).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators (Education Code § 47605(c)(5)(E))	Page Number(s)
Affirms all teachers will hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment.	<u>Assurance</u> <ul style="list-style-type: none"> Ensures all teachers hold appropriate Commission on Teacher Credentialing certificates before school opens, or the charter school shall request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district. Ensures teachers who serve ELs, TK, or other student populations requiring specialized credential add-ons will hold the certificate, permit, or other document required for the teacher’s assignment. Ensures that independent study will be supervised by an appropriately credentialed teacher per EC 51747.5(a), as applicable 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
All school employee classes/positions, including administrators, certificated staff, instructional support staff, and classified staff	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides a list of all positions and positions that align with the budget and the size of the school. Staffing is reasonable given the education program proposed. A job description is provided for each position. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
General qualifications for the various categories of employees (e.g., other	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides general qualifications for all categories of positions. Qualifications seem reasonable to ensure the competence of the charter school’s faculty. 	

<p>administrative, instructional support, non-instructional support); These qualifications shall be sufficient to ensure the health and safety of the charter school’s faculty, staff, and students</p>		
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Identifies those positions that the charter school regards as key and specifies the additional qualifications expected of individuals assigned to those positions and their responsibilities</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Provides list of key positions and specific qualifications expected of these positions. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Key positions align with the needs of the educational program. Qualifications ensure that staff have the capacity to perform in their roles. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>A clear plan for recruitment, selection, development, and evaluation of staff and charter school leaders</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Includes a plan describing professional development that is specific to the implementation of programs for English learners and sufficient to effectively implement the programs.⁹ <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> The plan includes a variety of strategies, sources, and vehicles for recruiting a diverse teaching staff. The plan identifies how teachers’ strengths and needs will be assessed to inform professional development. The plan provides for continuous, job-embedded learning. The plan describes how the school will evaluate all staff responsible for the education of English learners and provide professional development to meet their needs. (Also see Element A.(1): Meeting the Needs of All Students/English Learners.) 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	

⁹ Per *Castañeda v. Pickard*, 648 F.2d 989, 1012–13 (5th Cir. 1981), cited in English Learner 2020-2021 Program Instrument (California Department of Education, June 2020); see also requirements per 20 U.S.C. § 6825(c)(2)(A–D).

Notes

Element F (6): Health and Safety Procedures

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:



A. (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in [Section 44237](#).

B. The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (O), inclusive, of paragraph (2) of subdivision (a) of [Section 32282](#). For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (o) of paragraph (2) of subdivision (a) of Section 32282.

**C. (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.”
(Education Code § 47605 subd. (c)(5)(F))**

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators (Education Code § 32280; 32282; 47605(5)(f) and 215)	Page Number(s)
A comprehensive charter school safety plan and assurance that all charter school staff will be trained on this plan, and that the plan will be updated annually	<u>Assurance</u> <ul style="list-style-type: none"> All charter school staff will be trained on a comprehensive charter school safety plan, and the plan will be updated annually. The petition appendix includes a safety plan developed according to EC 47606.3. Sensitive information has been redacted. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Assurances that the charter school will require a criminal background clearance report and proof of tuberculosis examination before employment	<u>Assurance</u> <ul style="list-style-type: none"> The charter school will require a criminal background clearance report and proof of tuberculosis examination before employment. 	

Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>Assurances that the charter school will adopt procedures to prevent acts of bullying and cyberbullying, and make the CDE online training module available to all employees who interact with students</p>	<p><u>Assurance</u></p> <ul style="list-style-type: none"> The charter school will adopt procedures to prevent acts of bullying and cyberbullying, and make the CDE online training module available to all employees who interact with students. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>Affirmation that charter schools with grades 1–12 will adopt a suicide prevention policy</p>	<p><u>Assurance</u></p> <ul style="list-style-type: none"> The charter school will adopt a suicide prevention policy for grades 1-12, as applicable to the grade levels served, and will review and update the policy at least every five years as required in EC 215. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>The content and process for developing a comprehensive charter school safety plan. References include safety-related policies/procedures or the date by which they will be adopted and submitted to the authorizer</p> <p>Visit CDE’s Safety Plan webpage for an up-to-date list of ‘Required Components.’</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Describes the content and process for developing a comprehensive charter school safety plan, including a brief summary addressing, but not limited to, each of the required safety plan components: <ul style="list-style-type: none"> The stakeholders who will be involved in developing and/or providing input on the plan, including administrators, local first responders, legal counsel, and experts in school safety. Child abuse reporting procedures; Disaster procedures, including earthquake preparedness, procedures for allowing school grounds to be used as a disaster shelter, and adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act; Policies for pupils who committed certain serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations; Procedures to notify teachers of dangerous pupils; A discrimination and harassment policy; The provisions of any schoolwide dress code that prohibit pupils from wearing “gang-related apparel,” if the school has adopted that type of dress code; Procedures for safe ingress and egress of pupils, parents, and school employees to and from school; A safe and orderly environment conducive to learning at the school; and 	

	<ul style="list-style-type: none"> ○ Procedures for conducting tactical responses to criminal incidents. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
A list of additional health and safety policies and practices that will be developed for students and staff	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> ● Provides a list of health and safety-related policies and the date by which they will be adopted and submitted to the authorizer, including but not limited to <ul style="list-style-type: none"> ○ Medication in school; ○ Athletic programs; ○ Immunizations and health screenings; ○ Free and reduced-price meals; ○ California Healthy Youth Act; ○ Harassment and discrimination, and ○ Transportation safety plan. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Assurances on compliance with the ADA (Americans with Disabilities Act)	<u>Assurance</u> <ul style="list-style-type: none"> ● The charter school will comply with the Americans with Disabilities Act. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notes		

Element G (7): Balanced Enrollment



“The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Education Code § 47605 subd. (c)(5)(G).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators (Education Code § 47605(c)(5)(G))	Page Number(s)
<p>Specific practices/policies the charter school will design and implement to attract a diverse applicant pool/enrollment reflective of the general population, including special populations residing within the territorial jurisdiction of the district</p>	<p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Practices and policies appear likely to achieve racial and ethnic balance. Practices and policies appear likely to achieve a balance of special education enrollment reflective of the district, including students with moderate to severe disabilities. Practices and policies appear likely to achieve a balance of English learner enrollment reflective of the district. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Outreach strategies, identifying specifically who the targeted groups will be, including developed or planned benchmarks for achieving balance</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Provides a range of outreach strategies, identifying targeted groups. Provides developed or planned benchmarks for achieving balance. Strategies are specific to the local community. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Outreach strategies are components of an overall recruitment approach, with benchmarks, that are appropriate for reaching the targeted groups. Outreach strategies target significant student populations in the community. Outreach strategies include communications in languages the target populations’ families understand. 	

Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
Types of support that will be provided to maintain enrollment balance (e.g., counselors, positions)	<u>Quality Indicators</u> <ul style="list-style-type: none"> • Supports are reasonable to maintain enrollment balance.
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
Notes	

Element H (8): Admissions Policies and Procedures



“Admission policies and procedures, consistent with subdivision (e).” (Education Code § 47605 subd. (c)(5)(H).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators (Education Code § 47605 (c)(5)(H) and (e)(1), (2) and (4))	Page Number(s)
Includes required admissions-related assurances, which may alternatively be located on a separate ‘Assurances’ page within the submission	<u>Assurances</u> <ul style="list-style-type: none"> • The charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes outlined in Penal Code § 422.55, including immigration status, equal rights, and opportunities in the educational institutions of the state. • If the number of pupils who wish to attend the charter school exceeds the charter school’s capacity, a public random lottery shall determine acceptance of new pupils. 	

	<ul style="list-style-type: none"> ● Enrollment preferences will not require mandatory parent volunteer hours as a criterion for admission or continued enrollment. ● Preferences, if given, are not likely to negatively impact the racial, ethnic, and unduplicated balance the charter school strives to reflect. ● The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code section 47605(e)(2)(B)(iii). ● The charter school shall not request a student’s records, including an IEP, or require a parent, guardian, or student to submit the student’s records to the school before enrollment. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>A clear description of the admissions policies, process, and timeline, including information to be collected through the interest form, application form, and/or enrollment form</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Provides a clear and comprehensive description of the admissions policies and process from recruitment through enrollment. ● Charter pre-enrollment and enrollment processes and supporting documents are consistent with EC 47605(e)(4) <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Admissions processes are robust but not likely to be a deterrent to low-income and other at-risk groups. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>Building on the strategies referenced in the prior section, provide a clear description of how the school will recruit and reach out to all students in the community</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Provides a clear and comprehensive description of how the school will reach out to all student groups, including those with a history of low academic performance, socio-economically disadvantaged students, and students with disabilities. ● All promotional material must clearly state that the charter school will serve ALL students <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> ● Recruitment strategies seem likely to be effective in reaching out to all student groups. ● Provides a specific strategy for outreach to numerically significant students in their community. 	

	<ul style="list-style-type: none"> Strategies include reaching out to families who speak languages other than English, with communications in languages they understand. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>How the charter school will conduct a public random drawing if the number of students who wish to attend the school exceeds the school's capacity</p>	<p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Includes the following components: <ul style="list-style-type: none"> Open enrollment period(s) or timeline, and related enrollment procedures; Method(s) that the school will use to communicate to all interested parties the timeline, rules, and procedures to be followed during the open enrollment and lottery processes; Method that the school will use to ensure lottery procedures are fairly executed and that interested parties may attend and observe; Date, time, and location for the lottery each year, if needed; Procedures that the school will follow to determine waiting list priorities based upon lottery results and to enroll students from the waiting list; Means by which the school will notify parents/guardians of students who have been offered a seat as a result of the lottery or from the waiting list following a lottery, and the procedures and timelines under which parents/guardians must respond to secure admission; and Method for documenting the fair execution of lottery and waitlist procedures. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	

<p>A clear description of legally allowed preferences, if applicable</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Describes policies that meet the following criteria: <ul style="list-style-type: none"> ○ If the number of pupils who wish to attend the charter school exceeds the charter school’s capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. ○ Charter schools <i>must</i> give preferences to: students currently attending the charter school, students who reside in the district in which the school is authorized, and students who reside within the former attendance area of a charter school that was converted from an existing public school. ○ Charter schools located in the attendance area of a public elementary school in which 50% or more of the pupils are eligible for free or reduced price meals <i>may</i> give a preference in admissions to pupils who are currently enrolled in that public school and to pupils who reside in the public school attendance area where the charter school is located. ○ Charter schools <i>may</i> give preferences to siblings of pupils admitted or attending the charter school and children of the charter school’s teachers, staff, and founders identified in the approved charter. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Assurance that the school shall not discourage a student from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance or any characteristics of the student</p>	<p><u>Assurances</u></p> <ul style="list-style-type: none"> ● The school shall not discourage a student from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance or any characteristics of the student listed under EC 47605(e)(2)(B)(iii). ● The school shall not request a student’s records, including an IEP, or require a parent, guardian, or student to submit the student’s records to the school before enrollment. ● The school shall not encourage a current student to disenroll or transfer for any reason, including, but not limited to, academic performance or any characteristics of the student listed under EC 47605(e)(2)(B)(iii). 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Assurance that the school will provide parents, guardians, and pupils with the CDE Complaint Notice as specified</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● EC 47605(e)(4)(D) admission notice is posted on the charter school’s website. ● Describes policies that provide for the distribution of the Complaint Notice and Form to a parent or guardian, or student 18 years of age or older, at the following times: <ul style="list-style-type: none"> ○ when inquiring about enrollment 	

	<ul style="list-style-type: none"> ○ before conducting an enrollment lottery ○ before the disenrollment of a student ○ <i>CDE Charter School Complaint Notice and Form</i> is posted on the school website. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
<p>Notes</p>		

Element I (9): Annual Independent Financial Audits



“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” (Education Code § 47605 subd. (c)(5)(I).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
The person or position at the school responsible for contracting and working with the auditor	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides the name of the person or position responsible for facilitating the annual audit process in conjunction with the school’s board. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
The procedures to select and retain an independent auditor	<u>Assurance</u> <ul style="list-style-type: none"> The auditor will have experience in education finance. <u>Evidence of Compliance</u> <ul style="list-style-type: none"> Describes the process to select and retain an independent auditor and the role of the charter school’s board in making this selection. Describes the qualifications that will be used to select an auditor. <u>Quality Indicators</u> <ul style="list-style-type: none"> Procedures for selecting the auditor should include review of prospective auditors’ experience, staff qualifications, references, professional affiliations, technical abilities, and price. Specifies the role of the governing board’s Finance and/or Audit Committee in the audit process, including selecting and retaining an independent auditor. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Assurance: Generally accepted accounting principles	<u>Assurance</u> <ul style="list-style-type: none"> The annual audit will employ generally accepted accounting principles. 	

Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
Assurance: K-12 public school guidelines for independent study	<u>Assurance</u> <ul style="list-style-type: none"> As applicable, the K-12 public school guidelines for independent study will be evident in the annual audit per Education Code 47612.5(b) 		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
The process and timeline that the charter school will employ to conduct the audit	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides the process and timeline. 		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
The process for addressing and resolving any deficiencies, findings, material weaknesses, or audit exceptions	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides the process and timeline. 		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
The process and timeline for the distribution of the completed audit	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Includes the audit process and timeline, and how the school will distribute the audit to <ul style="list-style-type: none"> The authorizer, county office, State Controller, California Department of Education, and/or other agencies required under law. 		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
An assurance that the charter school will satisfy any audit deficiencies to the satisfaction of the authorizer	<u>Assurance</u> <ul style="list-style-type: none"> The school will satisfy any audit deficiencies to the satisfaction of the authorizer. 		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
Notes:			





Element J (10): Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided with a written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, ‘involuntarily removed’ includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Education Code § 47605 subd. (c)(5)(J).)¹⁰

¹⁰ Neill, P. (2019). [Student Discipline Best Practices for Charter Schools to Employ](#). The National Center for Special Education for Charter Schools.

[Discipline Procedures for Students in Charter Schools, FAQs](#), June 2014. California Charter Schools Association. Safal Partners: Kim, S. (2016). [Charter School Discipline Toolkit: A Toolkit for Charter School Leaders](#). (Note: this is previous NCSRC resource.)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators (Education Code § 47605(c)(5)(J))	Page Number(s)
<p>The school's student discipline philosophy and approach to developing and maintaining a positive school climate to mitigate the need for disciplinary measures</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Includes a written student discipline policy that incorporates a student code of conduct and due process safeguards. The student code of conduct clearly defines student behavior infractions. <p><u>Quality Indicators</u></p> <ul style="list-style-type: none"> Describes the school's discipline philosophy and how it aligns with the school's mission and professional development. Addresses positive behavior support, tiered behavior interventions, and alternatives to suspension. Addresses how the school will involve the school community (e.g., parents, families, teachers, and staff) in developing the school's discipline procedures. Specifies when the school will engage parents/families in the discipline process, and maintains discipline documentation materials and communications with the student's parent/guardian. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Identifies all offenses aligned with non-discretionary and discretionary suspension</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Provides a list of offenses for all categories of suspension. If these lists of offenses are not aligned with the lists of offenses outlined in Education Code § 48900, explain the rationale for the difference(s) and how the lists provide adequate safety for students, staff, and visitors to the school and serve the best interests of students. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Describes the process for suspensions</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> Establishes a clear and lawful process for conducting disciplinary hearings. Describes a process that addresses the following: <ul style="list-style-type: none"> The oral or written notice of the charges against the pupil; 	

	<ul style="list-style-type: none"> ○ An explanation of the evidence that supports the charges, if the pupil denies the charges, ○ How an opportunity will be provided for the pupil to present a rebuttal to the charges. ○ Appealing the suspension. ● Requires written communication to the student’s parent/guardian after disciplinary hearings that specifies the consequences. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
All offenses for which students must be expelled (e.g., non-discretionary and discretionary expulsion)	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> ● Provides a list of offenses for all categories of expulsion. ● If these lists of offenses are not aligned with the lists of offenses set forth in Education Code § 48900, explain the rationale for the difference(s) and how the lists provide adequate safety for students, staff, and visitors to the school and serve the best interests of students. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Describes the process for expulsions	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> ● Establishes a clear and lawful process for conducting disciplinary hearings. ● Describes a process that addresses the following <ul style="list-style-type: none"> ○ The timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights; and ○ A process of hearing adjudicated by a neutral officer within a reasonable number of days, and at which the pupil has the right to bring legal counsel or an advocate. ○ Appealing the expulsion. ● Requires written communication to the student’s parent/guardian after disciplinary hearings that specifies the consequences. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
A clear statement that no pupil shall be involuntarily removed	<u>Assurance</u> <ul style="list-style-type: none"> ● No pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice, and that ensures the written notice shall be in the native language of the pupil or the pupil’s parent or guardian. ● There will be a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses 	

	and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate.	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Understanding of relevant laws protecting the constitutional rights of students	<u>Assurance</u> <ul style="list-style-type: none"> All suspension and expulsion procedures will comply with the provisions in Education Code § 47605(c)(5)(J) listed above. <u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides for due process for all students. Demonstrates understanding of the rights of students with disabilities regarding suspension, expulsion, and involuntary dismissal. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notifies the District of Record	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Identifies the process by which the charter school will notify the superintendent of the school district of the expelled student’s last known address within 30 days and send a copy of the student’s cumulative record, including transcripts of grades and health records, to the school district. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notes:		

Element K (11): Employee Retirement Systems



“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” (Education Code § 47605 subd. (c)(5)(K).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
<p>A statement of what retirement options will be offered to employees</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Identifies the retirement options that will be provided. ● States whether retirement will be offered with language clearly reflecting the following choices for each applicable retirement system: <ul style="list-style-type: none"> ○ STRS (if STRS, then all teachers must participate); ○ PERS; or ○ Social Security. ● Whether or not coverage will be offered to eligible employees. ● Whether the charter school retains the option to elect the coverage at a future date. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Position responsible for ensuring that the appropriate arrangements for coverage have been made</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● Provides the title of the position. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Procedure for monitoring staff credentials and authorizations</p>	<ul style="list-style-type: none"> ● Describes the internal procedure for monitoring staff credentials and authorizations. ● Describes how the Charter school will notify and follow up with staff when out of compliance. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Notes:</p>		

Element L (12): Public School Attendance Alternatives



“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Education Code § 47605 subd. (c)(5)(L).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
Attendance alternatives for students residing within the county who choose not to attend the charter school	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides a list of the attendance alternatives for students residing within the county who choose not to attend the charter school. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Addresses how parents and students will be informed of their public school attendance alternatives	<u>Quality Indicators</u> <ul style="list-style-type: none"> Provides a variety of vehicles and strategies for communicating with prospective parents and students. Includes a plan for how to provide communications in languages parents understand. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notes:		

Element M (13): Rights of District Employees



“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” (Education Code § 47605 subd. (c)(5)(M).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
<p>How the charter school will follow the district’s policy for employees’ right of return</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● The petition addresses all of the following: <ul style="list-style-type: none"> ○ Whether, and how staff may resume employment within the district or authorizer; ○ The ability to transfer sick/vacation leave to and from charter and another LEA; and ○ Whether staff will continue to earn service credit (tenure) in the district while employed at a charter. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>States whether collective bargaining contracts of charter authorizers will be a controlling document</p>	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● The petition explains whether the collective bargaining contracts of the charter authorizer will be a controlling document. 	
<p>Review Standard</p>	<p><input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet</p>	
<p>Notes:</p>		

Element N (14): Dispute Resolution Procedures



“The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.” (Education Code § 47605 subd. (c)(5)(N).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
A process for the charter and the authorizer to settle disputes relating to the provisions of the charter	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> If the authorizer does have a dispute resolution policy, the petition describes how the school will follow it. If the authorizer does not have a dispute resolution policy, the petition describes a process for the school and the authorizer to settle disputes relating to the provisions of the charter. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
The process by which the charter will resolve internal complaints and disputes	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> The petition describes the process of resolving internal complaints and disputes. The petition includes Uniform Complaint procedures and a description of how this process is communicated to parents, staff, and the community. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Acknowledgement of dispute process	<u>Assurance</u> <ul style="list-style-type: none"> Except for disputes between the chartering authority and the charter school, all disputes involving the charter school shall be resolved by the charter school according to the charter school’s internal policies. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Statement regarding revocation	<u>Assurance</u> <ul style="list-style-type: none"> If any such dispute concerns facts or circumstances that may be cause for revocation of the charter, the authorizer shall not be obligated by the terms of the dispute resolution process as a precondition to revocation. 	

Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
Notes:			

Element O (15): Closure Procedures



“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Education Code § 47605 subd. (c)(5)(O).)

The Petition Describes, At Minimum

Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
The procedures to be used if the charter school closes	<p><u>Evidence of Compliance</u></p> <ul style="list-style-type: none"> ● If the authorizer does have school closure procedures, include the following: <ul style="list-style-type: none"> ○ How the charter school will coordinate with the authorizer’s school closure policies, and the responsible entity/person for conducting closure-related activities. ● If the authorizer does not have school closure procedures, describe the procedures to be used if the charter school closes, including: <ul style="list-style-type: none"> ○ The responsible entity/person for conducting closure-related activities. ○ Process for submission of final financial reports, expenditure reports for entitlement grants, and the filing of any required final expenditure and performance reports. ● All petitions should include the following: <ul style="list-style-type: none"> ○ The maintenance plan for pupil records and the manner in which parents/guardians may obtain copies of pupil records if the charter school closes, including how information will be preserved and transferred. ○ A process for ensuring a final audit of the charter school, including the following: <ul style="list-style-type: none"> ▪ the disposition of the charter school’s assets, 	

	<ul style="list-style-type: none"> ▪ plans for disposing net assets, and ▪ the transfer and maintenance of personnel records in accordance with applicable law. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
The maintenance plan for pupil records and how copies can be obtained	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • The petition includes the maintenance plan for pupil records, how parents/guardians may obtain copies of pupil records if the charter school closes, and how information will be preserved and transferred. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
A process of how the charter will ensure a final audit of the charter school	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> • The petition describes how it will ensure a final audit and address <ul style="list-style-type: none"> ○ The disposition of the charter school's assets ○ The plans for disposing of net assets ○ The transfer and maintenance of personnel records in accordance with applicable law 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Audit Assurance	<u>Assurance</u> <ul style="list-style-type: none"> • A final audit will be conducted within six months of closure. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notes:		

Miscellaneous Provisions

Charter School Location The Petition Describes, At Minimum		
Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
The type and location of each charter school facility	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Provides the location of each charter school facility. Includes size, resources, and suitability 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Notes:		

Impact Statement The Petition Describes, At Minimum		
Criteria	Compliance, Quality, and Assurance Indicators	Page Number(s)
Civil Liability Effects on the Authorizer	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Potential civil liability effects, if any, upon the school and the authorizer 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Enrollment Description	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> The number of students the school intends to enroll. 	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet	
Authorizer Support Services	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Identification of whether the charter will request to purchase support services from the authorizer 	

Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
Affirmation of MOU	<u>Evidence of Compliance</u> <ul style="list-style-type: none"> Affirmation that there will be a Memorandum of Understanding between the authorizer and charter school 		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets	<input type="checkbox"/> Does Not Meet
Notes:			

Financial/Administrative Plan	
<u>Evaluation Criteria: E.C. §47605(h)</u>	
The Petition Describes, At Minimum	Located on Page(s)
1. A One-Year Operational Budget (current year)	
a. annual revenues and expenditures clearly identified by source	
b. revenue assumptions in alignment with applicable state and federal funding formulas	
c. expenditure assumptions that reflect the school design plan	
d. expenditure assumptions that reflect market costs	
e. revenues from grants or other proposed fundraising that are not critical to fiscal solvency	
f. minimum reserve level and projected positive ending fund balance (the larger of 3% of expenditures, or \$25,000)	
g. if expenditures exceed revenues in the first year of operations, identify sources of capital sufficient to cover deficits until the budget is projected to balance	
h. expenditures for property and liability insurance that name the district/authorizer as additional insured (and/or a hold harmless agreement)	
i. Expenditures for reasonably expected legal services	

j. expenditures for special education excess costs consistent with current experiences in the school district/county office		
k. expenditures for facilities – if specific facilities are not secured, reasonable projected cost		
l. expenditures for required student meals that meet federal nutritional requirements		
m. the alignment of LCAP expenditures with the charter's budget		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets
2. Financial Projections Include a Clear Description of Planning Assumptions		
a. revenues and expenditures correlate with the number/types of students by grade level in the budget		
b. expenditure assumptions correlate with the number of staff in the budget		
c. expenditure assumptions correlate with the facility needs in the budget		
d. expenditure assumptions in alignment with the overall school design plan		
e. revenues based on state and federal funding guidelines		
f. revenues based on reasonable potential growth in local, state, and federal categories		
g. revenues based on reasonable student growth projections		
h. revenue from sources such as grants, loans, donations, and other non-guaranteed funds not necessary for the charter to maintain fiscal solvency		
i. timeline for any referenced grant applications to be submitted and funded		
j. positive reserves are maintained in all three years		
k. fund balances are positive, or sources of supplemental working capital are identified		
Review Standard	<input type="checkbox"/> Meets	<input type="checkbox"/> Partially Meets
3. Cash Flow Projections for at least 3 Years		
a. monthly projection of revenue receipts in line with local/state/federal funding disbursements		
b. expenditures projected by month and corresponded with typical/reasonable schedules		

c. balance sheet accounts projected by month	
d. shows a positive cash balance each month and/or identifies sources of working capital	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
4. Structure for Administrative Services and Operations	
a. outline or process for how personnel transactions will be conducted (i.e., hiring, payroll, leaves, and retirement)	
b. accounting and payroll processes that reflect an understanding of school business practices and expertise to carry out the necessary functions	
c. plan and timeline to develop and assemble school business practices and expertise	
d. explanation of how the school intends to manage risk, including any policies and procedures	
e. if operated by a non-profit organization, affirms will provide additional 501(c)(3) fiscal reports	
Review Standard	<input type="checkbox"/> Meets <input type="checkbox"/> Partially Meets <input type="checkbox"/> Does Not Meet
Notes:	



Board Meeting Date: April 30, 2026

Subject: LAS and SCUSD Facilities Use Agreement

- Information Item Only
- Approval on Consent Agenda
- Conference/First Reading (Action Anticipated: _____)
- Conference (for discussion only)
- Conference/Action
- Action

Presented by: School Leadership

Background: The Language Academy of Sacramento (LAS) continued to engage in active negotiations with Sacramento City Unified School District (SCUSD) regarding the proposed updates to the Facilities Use Agreement.

The proposed Facilities Use Agreement (FUA) between Sacramento City Unified School District (SCUSD) and the Language Academy of Sacramento (LAS) replaces the prior Prop 1D-based FUA and aligns the long term facility use with LAS's existing Charter School Facilities Program (CSFP) financing. The new FUA has a defined term from July 1, 2026, through June 30, 2043, with explicit District intent for LAS to remain on the Marion Anderson site for the full term, subject to LAS remaining in good standing and materially compliant with the agreement and law. It also introduces a Prop-39 style Facilities Use Fee calculated annually on a pro-rata, per-square-foot basis using the District's actual prior-year facilities costs, resulting in lower rent cost for LAS. While this is not new in practice, the new FUA is explicit in that it delineates that LAS bears all site-specific operating expenses, such as utilities, custodial services, grounds, technology, security, and nutrition services.

Operational responsibilities are more clearly delineated: LAS now assumes full responsibility for daily custodial work and grounds keeping (including supplies and equipment), while SCUSD retains responsibility for routine and major maintenance of District-standard buildings and systems, supported by a structured inspection and corrective-action process detailed in the Charter School Facilities Use Handbook. The agreement also tightens requirements for LAS-funded alterations and improvements, requiring prior District approval, adherence to District construction standards, Division of the State Architect (DSA)/California Environmental Quality Act (CEQA) compliance with the District as the lead agency, and reimbursement of any District costs associated with these projects.

Finally, the FUA creates a distinct framework for kitchen space when LAS does not use District



A California Public School

nutrition services: most District-owned kitchen equipment is removed, and LAS becomes solely responsible for procuring, maintaining, and repairing all food-service equipment going forward. However, the District will provide LAS the option to purchase and maintain kitchen equipment at a discounted price. Any equipment not purchased by LAS will be removed by SCUSD.

Recommendation: It is the recommendation of the school leadership that the LAS Governing Board approve the proposed SCUSD Facilities Use Agreement.



Punto del orden: IVB

Fecha de la reunión de la junta: 30 de abril de 2026

Asunto: Acuerdo de uso del plantel entre LAS y SCUSD

- Solo a título informativo
- Aprobación del orden del día consensuado
- Conferencia/Primera lectura (acción prevista:)
- Conferencia (solo para debate)
- Conferencia/Acción
- Acción

Presentado por: Liderazgo Escolar

Antecedentes: La Academia de Idiomas de Sacramento (LAS) continuó participando en negociaciones activas con el Distrito Escolar Unificado de la Ciudad de Sacramento (SCUSD) en relación a las propuestas del Acuerdo de uso de instalaciones.

El Acuerdo de Uso de Instalaciones (FUA) propuesto entre SCUSD y LAS sustituye al anterior FUA basado en la Proposición 1D y armoniza el uso a largo plazo de las instalaciones con la financiación actual del Programa de Instalaciones para Escuelas Autónomas (CSFP) de LAS. El nuevo FUA tiene una vigencia definida desde el 1 de julio de 2026 hasta el 30 de junio de 2043, con la intención explícita del Distrito de que la LAS permanezca en el recinto de Marion Anderson durante todo el plazo, siempre que LAS mantenga su buen estado y cumpla sustancialmente con el acuerdo y la ley. También introduce una tasa de uso de instalaciones al estilo de la Propuesta 39, calculada anualmente de forma prorrateada por pie cuadrado utilizando los costes reales de las instalaciones del Distrito del año anterior, lo que se traduce en un menor costo de alquiler para LAS.

Aunque esto no es nuevo, el FUA más reciente es explícito al establecer que LAS asume todos los gastos operativos específicos del emplazamiento, tales como servicios públicos, servicios de conserjería, mantenimiento de jardines, tecnología, seguridad y servicios de alimentación.

Las responsabilidades operativas están delimitadas con mayor claridad: LAS asume ahora la plena responsabilidad del trabajo diario de limpieza y mantenimiento de los terrenos (incluidos los suministros y el equipo), mientras que SCUSD conserva la responsabilidad del mantenimiento rutinario y de gran envergadura de los edificios y sistemas estándar del Distrito, respaldada por un proceso estructurado de inspección y medidas correctivas detalladas en el Manual de uso de las instalaciones de las escuelas autónomas. El acuerdo también endurece los requisitos para las reformas y mejoras financiadas por LAS, exigiendo la aprobación previa del Distrito, el cumplimiento de las normas de construcción del Distrito, el cumplimiento de la División del



Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

Arquitecto del Estado (DSA) y la Ley de Calidad Ambiental de California (CEQA) con el Distrito como organismo principal, y el reembolso de cualquier gasto del Distrito asociado a estos proyectos.

Por último, el FUA establece un marco específico para el espacio de cocina cuando LAS no utilice los servicios de nutrición del Distrito: se retira la mayor parte del equipamiento de cocina propiedad del Distrito, y LAS pasa a ser el único responsable de la adquisición, el mantenimiento y la reparación de todo el equipamiento de servicios de alimentación en adelante. No obstante, el Distrito ofrecerá a LAS la opción de adquirir y mantener el equipamiento de cocina a un precio reducido. Cualquier equipamiento que no adquiriera LAS será retirado por el SCUSD.

Recomendación: El Liderazgo Escolar recomienda que la Mesa Directiva de LAS apruebe el Acuerdo de Uso de Instalaciones de SCUSD propuesto.



FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39
Sacramento City Unified School District / Language Academy of Sacramento

THIS FACILITIES USE AGREEMENT (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and Language Academy of Sacramento, a California nonprofit corporation operating the Language Academy of Sacramento charter school. Language Academy of Sacramento nonprofit corporation and Language Academy of Sacramento charter school are collectively referred to as the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 2850 49th Street which is more commonly known as the Marion Anderson (the “Site”).

WHEREAS, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

WHEREAS, the Charter School serves students enrolled in transitional kindergarten (“TK”) through 8th grade and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the **2026-2027 through 2042-2043** school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

WHEREAS, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

NOW, THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.**

- a. **Term of Agreement.** The term of this Agreement (“Term”) shall commence on July 1, 2026, and shall expire on June 30, 2043, provided that the District’s Board of Education takes action to renew the Charter School’s charter.
- b. **Early Termination.** In the event the Charter School ceases to operate for any reason during the Term including, but not limited to, voluntary closure, insolvency, non-renewal, or revocation, this Agreement shall terminate, except with respect to those provisions that expressly survive termination. The Charter School shall surrender possession of the Site to the District. The personal property of the Charter School including, but not limited to, furnishings, equipment, and technology, shall remain the property of the Charter School. Except as provided in Section 16 below, in the event of non-renewal or revocation of the Charter School’s charter, this Agreement shall not be subject to early termination until the Charter School has exhausted all available statutory appeal rights or until the expiration of the Term of this Agreement, whichever occurs first.
- c. **Intent for Long-Term Use of Site.** The District acknowledges that the Charter School has made significant and long-term financial commitments to improve and maintain the Site and Facilities with the State Allocation Board and the California School Finance Authority under the Charter School Facilities Program (“CSFP”) (Loan Numbers 54/67439-00-006 and 54/67439-00-005), each with maturity dates extending through 2043. In recognition of this investment, the District affirms its intent that the Charter School shall have the right to occupy and use the Site and Facilities, as set forth in this Agreement, for the duration of the Term, provided that the Charter School remains active, operational, and in good standing with the District, and also provided that the Charter School is in material compliance with this Agreement, applicable law, and District policies governing use of the Site and Facilities.

Notwithstanding this intent, the District reserves the right to terminate this Agreement as set forth below in Section 16. The Parties acknowledge that termination of this Agreement and, to the extent applicable, the physical relocation of the Charter School’s educational program and operations, may have implications related to the Charter School’s financing under the CSFP. The District agrees to cooperate in good faith with the Charter School and relevant state agencies to address the impacts of such termination of the Agreement and/or relocation of the Charter School in a manner consistent with applicable law.

- d. **Renewal Negotiations.** No later than twelve (12) months prior to the expiration of the Term, the Parties shall meet and engage in good faith negotiations concerning any proposed modifications, revisions, or new terms governing the

Charter School's continued occupancy and use of the Site and all Facilities thereon. Any subsequently negotiated facilities use agreement shall be subject to the approval of the respective governing boards of the Parties and contingent upon the renewal of the Charter School's charter.

- e. **Periodic Review and Revisions.** The Parties shall review and, if necessary, amend Sections 2 through 18 of this Agreement every five (5) years during the Term. This periodic review obligation is intended for the Parties to reevaluate and update any terms and/or conditions of the Agreement based on new or changed circumstances or legal requirements in effect at the time, and to thereafter obtain the approval of such amendments from the respective governing boards of the Parties.
- f. **Possession of and Title to Property.** In accordance with Article I, Section E(2), of the Memorandum of Understanding by and among the Charter School, the State of California, and the District, dated July 14, 2011, the District accepts title to the Facilities, as defined in Article II, Section 2.3, of the Memorandum of Understanding, as trustee for the State of California public school system. Title to those Facilities shall be conveyed by an instrument acceptable to the District. In the event the Charter School, or any subsequent charter school, ceases to use the Facilities or an Event of Default occurs, as defined in Article IV, Section 4.1, the District shall observe the requirements of Article IV, Section 4.2

2. **SITE.**

- a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School's charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.
 - i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1A** shall be coterminous with the term of this Agreement.
 - ii. Shared Use Space. The District reserves the right to use or assign use of the Facilities at the Site that have not been designated or assigned to the Charter School. The blue areas on the map (**Exhibit 1B**) indicate areas of District use.
 - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any

other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.

iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.

b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1st of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

3. **FACILITIES USE FEE.**

a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference.

The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, nutrition services, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

- a. **Charter School Facility Use Handbook.** The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School

Facilities Use Handbook, attached hereto as **Exhibit 3** and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.

- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).
- d. **Prohibited Uses.**
 - i. No Increase in Insurance. The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.
 - ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to

compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

- iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.
- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal government) that are applicable to the Charter School's occupancy and use of the Site.
- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the

Charter School’s employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.

- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
 - i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees’ time spent performing such repair or maintenance work.
 - j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.
5. **FURNISHINGS AND EQUIPMENT.** The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site.

Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment (“Furnishings Request”) of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School’s use at the Site,. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District’s cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.

6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.

7. **UTILITIES.**

a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one

hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.

- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county, or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.

- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School’s operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as soon as reasonably practicable to avoid any interruption of the Charter School’s educational programming.

9. **MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY**

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.

- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. For any structures, equipment, or apparatus that are constructed, installed, or placed by the Charter Schools as part of improvements made to the Site, the District shall be responsible for such routine maintenance and repairs but only insofar as such structures, equipment, or apparatus meet District standards and specifications. The District shall have no responsibility whatsoever for any structures, equipment, or apparatus constructed, installed, or placed by the Charter School on the Site that deviate from District standards or specifications. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as **Exhibit 3** (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. **Williams Monitoring.** If the Site is subject to *Williams* monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to **Exhibit 3** for further detail on *Williams* monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

- g. **Responsibility for Major Repairs and Major Maintenance.** Except as provided in Section 9.g.i. below, the District shall be responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the Site for which the Charter School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

- i. For any structures, equipment, or apparatus that are constructed, installed, or placed by the Charter School on the Site, the District shall be responsible for such major repairs and major maintenance but only insofar as such structures, equipment, or apparatus meet District standards and specifications. The District shall have no responsibility whatsoever for any structures, equipment, or apparatus constructed, installed, or placed by the Charter School on the Site that deviate from District standards or specifications. The Charter School shall still be responsible for notifying the District as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance by the Charter School. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the Site that are the responsibility of the Charter School to repair or maintain.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").

- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request (“SPR”) process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School’s signage, but shall not unreasonably deny or condition such design, content, or location. The Charter School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District’s reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.
- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School’s expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District’s grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School’s proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School’s preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to

the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- e. **Compliance with the California Environmental Quality Act (CEQA).** For any project associated with the Charter School's alteration, addition, or improvement to the Site, the District shall act as the "lead agency" for any required compliance with CEQA under Public Resources Code sections 21000 *et seq.* and Title 14 of the California Code of Regulations, sections 15000 *et seq.*, including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School's sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School's use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. **Failure to Comply with Construction Standards.** Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter,

repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District's approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.

- g. **Reimbursement of District Fees and Costs.** For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.
- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. **ENTRY BY THE DISTRICT.**

- a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In

furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. **INDEMNITY.**

- a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the

District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's

general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.
 4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
 5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance**. The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
- c. **Insurance Policy Criteria**. All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized

to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.

- d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **USE OF KITCHEN SPACE.** For a Charter School utilizing District owned facilities but not using the District as its School Food Authority the following applies:

- a. All Kitchen equipment owned by Nutrition Services, except for the installed walk-in refrigerator and built-in sinks, will be removed from the facility. A full list will be attached in Exhibit 4 below. The Charter will assume responsibility for the items listed as “Remaining”. The Charter School will have the opportunity to purchase other items from Nutrition Services on or before June 30, 2026. Any purchased items will become the responsibility of the Charter School. Any equipment not purchased will be removed by the District.
- b. The Charter School will be responsible for procuring and maintaining all new and remaining kitchen equipment in accordance with appropriate standards.
- c. The District facilities department will continue to maintain the kitchen building in accordance with this agreement, but will not be responsible for equipment by the end of this agreement. The Charter school is responsible for all maintenance and repairs of all food service equipment.

16. **DEFAULT AND REMEDIES.**

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
- i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
 - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
 - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Site or of the Charter School's interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School's assets located at the Site or of the Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.
 - iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
 - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.

- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

17. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or

circumstances which may be cause for revocation of the Charter School’s charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.

18. **MISCELLANEOUS.**

- a. **Effective Date.** The effective date of this Agreement (“Effective Date”) shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
- b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, “reasonably equivalent,” “furnished and equipped,” etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
- c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
- d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
- e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties’ respective governing boards.
- f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.
- g. **Joint Obligation of Language Academy of Sacramento Nonprofit Corporation and Language Academy of Sacramento Charter School.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate Language Academy of Sacramento Charter School to a particular course of action or prohibit/restrict Language Academy of Sacramento Charter School from a particular course of action, Language Academy of Sacramento Nonprofit

Corporation shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.

- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.
- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be

responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.

- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

<p>DISTRICT: Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 Attention: Superintendent’s Office Email: Superintendent@scusd.edu</p>	<p>CHARTER SCHOOL: Language Academy of Sacramento 2850 29th Street Sacramento, CA 95817 Attention: Eduardo de Leon Email: edeleon@lasac.info</p>
---	---

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party’s business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties’ respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

DISTRICT:

Superintendent

Print Name

CHARTER SCHOOL:

Executive Director

Print Name

Date

Date

Date of District Board of Trustees' Approval: _____

Date of Charter School Board of Directors' Approval: _____

EXHIBIT 1

1a) Allocation of Space - Room Use Inventory indicating fee rate, square footage, and utilities use rate

1b) Site Usage Map

EXHIBIT 2

See Attached PDF of Sample Billing Calculation Method for 2024-24

EXHIBIT 3

See Attached Charter School Facilities Use Handbook

EXHIBIT 4

Kitchen Equipment List

Exhibit 1A - Room Use Inventory

School Name: Marian Anderson Elementary School

School Code: 111

Site Area: 6.06 Acres

Year Built: 1976

A.P.N. 011-0200-031

Address: 2850 - 49th Street, Sacramento, CA 95819

Utility	100.00%	TOTAL SQUARE FOOTAGE for FEE CALCULATION	54,478
---------	---------	--	--------

Key		Sq Footage	Rate	Sample Calculation based on 25-26 Pro-Rata Rate (\$4.74)*
District Use		0		\$0.00
Charter Use Only (Full Amount for FUA Pro-Rata)		13,345	Full Rate	\$63,255.30
Charter Use Only (Discounted based on Capital Improvement)		41,133	1/3 Rate	\$64,990.14
Shared Use		0	\$0.00	\$0.00

\$128,245.44

*Note: pro-rata calculation changes annually based on prior year actuals

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
S01D			Work Room	<input type="checkbox"/>	303		
C001			Reception	<input type="checkbox"/>	518		
Z01A			Nurse	<input type="checkbox"/>	166		
T01F			Toilet	<input type="checkbox"/>	45		
			Unspecified	<input type="checkbox"/>	179		

BUILDING AREA TOTAL

7759

CLASSROOMS

0

Bldg. 00C							
						1976	38009
J001			Custodian	<input type="checkbox"/>	67		
S001			Work Room	<input type="checkbox"/>	280		
X00L			Media Center	<input type="checkbox"/>	1,077		
T002			Toilet (Boys)	<input type="checkbox"/>	342		
T001			Toilet (Girls)	<input type="checkbox"/>	342		
			Unspecified	<input type="checkbox"/>	325		

BUILDING AREA TOTAL

2433

CLASSROOMS

0

Bldg. 00D							
						1976	38009
O00S		S	Classroom	<input checked="" type="checkbox"/>	903		
O00L			Multi-use	<input type="checkbox"/>	307		
O00R		R	Classroom	<input checked="" type="checkbox"/>	886		
O00M		M	Classroom	<input checked="" type="checkbox"/>	904		
S001			Work Room	<input type="checkbox"/>	100		
O00K		K	Classroom	<input checked="" type="checkbox"/>	892		
			Unspecified	<input type="checkbox"/>	120		

BUILDING AREA TOTAL

4112

CLASSROOMS

4

Bldg. 00E							
						1976	38009
O00N		N	Classroom	<input checked="" type="checkbox"/>	802		
O00O		O	Classroom	<input checked="" type="checkbox"/>	756		
T00P			Toilet (Girls)	<input type="checkbox"/>	82		
O00P		P	Classroom	<input checked="" type="checkbox"/>	1,748		
S00P			Storage	<input type="checkbox"/>	146		
O00Q		Q	Classroom	<input checked="" type="checkbox"/>	600		
			Vestibule	<input type="checkbox"/>	79		
I001			Staff	<input type="checkbox"/>	118		
T002			Toilet (Men)	<input type="checkbox"/>	63		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		303		
		518		
		166		
		45		
		179		
			67	
			280	
			1,077	
			342	
			342	
			325	
				903
				307
				886
				904
				100
				892
				120
		802		
		756		
		82		
		1,748		
		146		
			600	
		79		
		118		
		63		

Exhibit 1A - Room Use Inventory

School Name: Marian Anderson Elementary School

School Code: 111

Site Area: 6.06 Acres

Year Built: 1976

A.P.N. 011-0200-031

Address: 2850 - 49th Street, Sacramento, CA 95819

Utility	100.00%	TOTAL SQUARE FOOTAGE for FEE CALCULATION	54,478
---------	---------	--	--------

Key		Sq Footage	Rate	Sample Calculation based on 25-26 Pro-Rata Rate (\$4.74)*
District Use		0		\$0.00
Charter Use Only (Full Amount for FUA Pro-Rata)		13,345	Full Rate	\$63,255.30
Charter Use Only (Discounted based on Capital Improvement)		41,133	1/3 Rate	\$64,990.14
Shared Use		0	\$0.00	\$0.00

\$128,245.44

*Note: pro-rata calculation changes annually based on prior year actuals

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
2nd story	11		Classroom	☑	960		
2nd story	12		Classroom	☑	960		
2nd story	13		Classroom	☑	960		
2nd story	14		Classroom	☑	960		
2nd story	15		Classroom	☑	960		

BUILDING AREA TOTAL

14400

CLASSROOMS

15

Comments	District Use	Charter Use	Capital Improvement	Shared Use
			960	
			960	
			960	
			960	
			960	

TOTAL	0	13345	41133	0
--------------	----------	--------------	--------------	----------

Summary	
Portable Building Area	14400
Portable Classrooms	15
Permanent Building Area	40078
Permanent Classrooms	18
Total Site Area	54478
Total Charter Space at Full Facility Use Fee	13345
Total Charter Space at Reduced Facility Use Fee	41133
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)	
Total Exclusive Charter Space	54478
Total Exclusive District Space	0
Total Shared Space	0
Ratio of Charter to District Space (Total Charter / Total Site Area)	100.00%
Share Space Allocated to Charter (Ratio * Total Shared)	0
Total Space to be reflected in the FUA = Sum of Charter + Capital Improvement + Shared)	54,478
Total Percent of Utilities (Total Exclusive Charter Space / Total Site Area)	100.00%

Exhibit 2 - SAMPLE CALCULATION - Demonstrating Calculation Method Only, not actual cost

"Pro-Rata" Facility Fee Calculation for Charter School Facilities					
<i>Language Academy of Sacramento; School Year: 2024-2025</i>					
Footage Fee Calculation (from FUA):	41,755.81	% Utilities	94.03%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenace Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	
Billing Schedule					
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$39,772.41	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD			
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$39,772.41	TBD	November 1st	December 31st
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		



Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within
Sacramento City Unified School District Facilities

AFTER-HOURS OR EMERGENCY CONTACT NUMBER

(916) 752-3034

Table of Contents

- Introduction 4
- District access to the Facility 4
 - Shared Facilities not included in the Charter 4
 - Access to Charter Facilities by District Staff 4
 - Maintenance Needs During the School Day..... 4
 - Maintenance Needs After School Hours 5
 - Security Needs 5
 - Audits and Inspections 5
- Maintenance5
 - Routine and Preventative Maintenance 5
 - Deferred Maintenance 5
 - Work Orders..... 5
 - Emergency Work Orders..... 6
 - Grounds Keeping 6
 - Pest Control 6
 - Minor Alterations/Special Project Requests (SPRs)..... 6
 - Network Infrastructure 7
 - Security Cameras..... 7
 - Key Assignments and Control..... 7
 - HVAC Controls 7
 - Furnishings and Equipment 8
- Operations (Custodial) 8
 - Custodial Support 8
 - Site Standards 8
 - External Site Inspections 8
 - Custodial Supplies 9
 - Trash Service 9
- Security..... 9
 - District Security Support 9
 - Fire Inspections, False Alarms, and Fire Watch..... 9
- Utilities10
 - Utilities Payments..... 10
 - Site Improvements 10

Civic Center Act and Facility Use10

- Civic Center Act 10
- Civic Permit Custodial Coverage 11
- Charter Events Calendaring..... 11

Capital Improvements11

- Special Project Requests Versus Capital Projects 11
- District Approval of Capital Improvement Requests 12
- District Construction Standards and Specifications 12
- Costs of Capital Projects..... 12
- Legal Requirements of the Capital Project..... 12
- Project Closeout 12
- Abandon Charter Facility Improvements or Equipment..... 12

Summary of Charges.....13

Introduction

This Charter School Facilities Use Handbook (“Handbook”) will be a living document that has been developed by the Sacramento City Unified School District (“District”) to outline facility use requirements and processes that will help ensure a common shared understanding between the District’s Facilities Department and Independent Charter Schools (“Charters”) that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District’s Collective Bargaining Agreements (CBA’s) with Labor Partners, it should be noted that CBA’s can and do change over time through the negotiated process and the agreements in those CBA’s will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District’s CBA’s change.

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will not be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff will pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

Maintenance

Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the “pro-rata” cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safely by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

Work Orders

The creation and submission of a work order in the District’s work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District’s system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances. The Charter shall provide the District with a copy of the grounds keeping contract on an annual basis.

Pest Control

All pest services for the Charter are the responsibility and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. The Charter shall follow Department of Pesticide Regulation’s (DPR) Integrated Pest Management Program (IPM), as required by California Law. The Charter shall provide the District with a copy of the pest services contract on an annual basis, and upon request. The Charter shall also provide the District with pesticide and herbicide application logs, upon request. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. For all schools, SPR applications are accepted each school year between September 1st and March 31st. The District does not accept SPRs from April 1st through August 31st in order to close out the year-end financials and allow for the Facilities Department to focus on the heavy workload during the summer month. Minor projects include desired alterations to the facility that do not fall under the

definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at <https://www.scusd.edu/special-project-requests>. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

Installing an additional hydration station	Adding a new pickle ball court on the playground	Installing a new garden bed
Installing garden irrigation	Painting a mural on the site	Planting trees and shrubs
Installing benches on the playground or field	Added fencing around the school site	Added security cameras

Network Infrastructure

Charters are required to maintain the District’s network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District’s network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may request to view live video feeds or footage captured within the past 7 days of the event and the District will share viewing access, if the video is available. Footage is not kept beyond that 7-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District’s security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook. The District will replace up to two lost keys per year at a Charter.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

HVAC Controls

The District’s Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning

Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling during all scheduled hours of occupancy. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling. The District relies on receiving the Charter academic calendar and bell schedule to properly program HVAC schedules. HVAC systems run 30 minutes before occupancy through the last bell of the day. Additional time can be programmed in the Administrative and common areas, within reason, at the beginning of the academic year, if that area is needed beyond the school day, daily. Any other HVAC programming needs must go through the civic permitting process outlined herein.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

Furnishings, Equipment, and Consumables

The furnishings and equipment to be provided by the District for the Charter’s projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site. Consumable products (i.e. playground mulch, lightbulbs) will similarly be provided upon initial occupancy or installation. Replacements and restocking of these items are the responsibility of the Charter.

Operations (Custodial)

Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all their own custodial staff to conduct day-to-day operations.

Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, “from top to bottom,” to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

Charter shall provide District with contracts for custodial, grounds keeping and pest control.

External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool (FIT), Williams, and Fire Department Inspections. All inspection reports shall be submitted to the Authorizer. They District will pay for any inspection fees that are sent to the District, and those fees, with backup, will be included in the next quarterly billing cycle.

School sites should complete the FIT inspection in the early months of the school year. School sites MUST submit the FIT report EITHER (a) Using the DGS Facilities Inspection Tool (Excel) or (b) Provide the FIT inspection conducted by SCOE as part of Williams inspection. The DGS Tool is available for download at: https://www.dgs.ca.gov/-/media/Divisions/OPSC/Forms/FIT-Worksheet_ADA.ashx Support in completing the FIT report can be provided on request. The DTS deadline is December 15th.

Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g.- toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

Miscellaneous

The Charter shall address any and all miscellaneous costs related to the operations of the site. Those may include, but not limited to, the purchasing and/or servicing of fire extinguishers on an annual basis, non-water fire suppression systems for cooking, any defibrillators on site, and elevator inspections and permits.

Security

District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm hardware inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

Utilities

Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. All Utilities shall remain in the name of the District, rather than the Charter organization, school site, or other. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities by members of the community shall not interfere with school activities.

District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to

property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing an athletic field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have at least one login for Facilitron and can request additional logins which will be reviewed by SCUSD for approval in order to add site facility needs into the community schedule and review pending community requests.

Capital Improvements

Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the

Maintenance section.

District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District’s current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

District Construction Standards and Specifications

All Capital Projects must utilize the District’s current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

Legal Requirements of the Capital Project

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated “1A” map of the entire school facility on the property. All final Division of State Architect documents must be filed.

Abandoned Charter Facility Improvements or Equipment

It shall be the Charter’s responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

Summary of Charges

Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

Type of Charge	Calculation Method	Billing Timeline
----------------	--------------------	------------------

Facility Use Fee	<ul style="list-style-type: none"> • “Pro-Rata” Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc. • Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement • A “Capital Improvement” Rate of 1/3 the Pro-Rata rate will be applied where the Charter and District agree that the Charter has made significant capital improvement in the facility, thereby lessening the anticipated maintenance costs 	<ul style="list-style-type: none"> • Billed quarterly • Payment expected within 60 days of invoice • Pro-Rata calculations based on prior year actuals. An estimate is used for quarters 1 and 2, with a final calculation and true-up made for quarters 3 and 4.
Utilities	Actual Costs	<ul style="list-style-type: none"> • Billed quarterly (Prior quarter) • Payment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	<ul style="list-style-type: none"> • Billed as charges occur / added to above invoices
Billable Work Orders	Cost of time and materials of any alteration needed that is beyond general or deferred maintenance, and as outlined herein.	<ul style="list-style-type: none"> • Billed as charges occur / separate billing than above invoice processes.

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.

Most Recent Update: August 5 2025



LAS Kitchen Equipment List 2026 – As of 4.24.2026

Items may be updated to remain up until 6.1.2026

Manufacturer	Description	Model	Serial #	Asset	Remain or Remove	Price for purchase
US Range	French Griddle/Range	836 12	12255	43781	Remove	\$400
Vulcan	Dbl Stack Oven	VC4GD-11D1	54-1058380 54-1058381	140967	Remove	\$1,500
Cleavland	Steamer	24CGA10	WC57245-99D-01	04763	Remove	\$850
Hobart	Walk-In Box	W	53 880 157	43787	Remain	
True	2-Dr Freezer	T-49F	6940160	102380	Remove	\$1,000
True	2-Dr Refer	TS-49	7472708	140965	Remove	\$1,500
True	3-Dr Freezer	TS-72F	8520967	140966	Remove	\$2,500
Crescor	Warmer	H137UA12D	JBC-J298052-4	140964	Remove	\$2,000
Crescor	Warmer	H137UA12D	GBC-J291882-10	140963	Remove	\$2,000
Beverage Air	Milk Box	SM58N-W	10301772	140962	Remove	\$500
Beverage Air	Milk Box	SM58N-W	11802685		Remove	\$500
Beverage Air	Milk Box	SM58N-W	10007109	102379	Remove	\$500
Salad Bar					Remove	\$500
Salad Bar					Remove	\$500
Lincoln	Steam Table	Unreadable		43775	Remove	\$200
Lincoln	Serving Line	Unreadable		43776	Remove	\$200
	Stainless Steel Tables (x3)	Unreadable	Only found one asset tag	43788	Remove	\$300 each
	Wood Table			43789	Remove	\$200

All kitchen smallware's, storage racks/shelving in the kitchen, office and walk-in refrigerator are property of SCUSD and will be removed.



A California Public School

Agenda Item# IVC

Board Meeting Date: April 30, 2026

Subject: Core Building Modernization Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action

Committee/Staff: School Leadership

LAS facilities legal counsel continues to negotiate with Integra legal counsel. The following is a Core Building Modernization update:

1. Installation of door hardware and cores: 9/27/2025 and 10/03–05/2025
 - a. Legal Counsel issued a 10 day completion letter to Integra. Unfortunately, action was not taken. LAS has partnered with SCUSD to complete this portion of the work. SCUSD will invoice LAS for materials and labor. LAS will back charge Integra for appropriate cost.
2. Completion of lighting installation—including inspection and verification, with documentation, as previously requested to exhibit code compliance and conformance to project documentation: 9/30/2025 NOT COMPLETED
3. Submittals for all missing items (e.g., drinking fountains, doors/frames, plaster patch, finish/electrical items): 10/02/2025 NOT COMPLETED
4. Project Change Orders (PCO) for outstanding items (lighting credit, fire alarm backup): 10/02/2025 NOT COMPLETED
 - a. LAS contracted a cost estimator to assess the true cost of the Integra PCO’s
5. Punch list items for all punch lists, updated and signed by inspector, submitted to RGA and LAS: 10/02/2025 NOT COMPLETED

Estimated Time of Presentation: 10 min.
Submitted By: Morales
Date: 04.27.2026

Pertinent Pages in
 () Charter, () MOU,
 pages



A California Public School

Agenda Artículo# IVC

Fecha de la Reunión: 30 de abril de 2026

Tema: Actualización de la modernización del edificio principal

- Artículo de información
- Aprobación en la Agenda de Consentimiento/
- Conferencia (solo para discutir)
- Conferencia/Primera lectura (Acción Anticipado: _____)
- Conferencia/Acción
- Acción

Comité/Personal: Liderazgo Escolar

El abogado de instalaciones de LAS sigue negociando con el asesor jurídico de Integra. A continuación se ofrece una actualización sobre la modernización del edificio principal:

1. Instalación de herrajes para puertas y núcleos: 9/27/2025 y 10/03–05/2025
 - a. El abogado le envió a Integra una carta de cumplimiento con un plazo de 10 días. Lamentablemente, no se tomaron medidas. LAS se ha asociado con el SCUSD para completar esta parte del trabajo. El SCUSD facturará a LAS los materiales y la mano de obra. LAS repercutirá a Integra los costes correspondientes.
2. Finalización de la instalación de la iluminación, incluida la inspección y verificación, con la documentación, tal y como se solicitó anteriormente para demostrar el cumplimiento del código y la conformidad con la documentación del proyecto: 30/09/2025 NO COMPLETADO
3. Presentación de todos los elementos que faltan (por ejemplo, fuentes de agua potable, puertas/marcos, parches de yeso, elementos de acabado/eléctricos): 02/10/2025 NO COMPLETADO
4. Órdenes de cambio del proyecto (PCO) para los elementos pendientes (crédito de iluminación, sistema de respaldo de la alarma contra incendios): 02/10/2025 NO COMPLETADO
 - a. LAS contrató a un estimador de costos para evaluar el coste real del Integra (PCO).
5. Elementos de la lista de tareas pendientes de todas las listas, actualizados y firmados por el inspector, presentados a RGA y LAS: 2 de octubre de 2025 NO COMPLETADO



A California Public School

Agenda Item# IVD

Board Meeting Date: April 30, 2026

Subject: Nutrition Services Transition

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action

Committee/Staff: School Leadership

LAS school leadership has made substantial progress in developing the infrastructure necessary to successfully implement the school nutrition program. Key actions to date include initiating the Food Service Management Company (FSMC) procurement process, establishing a single-payer system with LINQ Systems to support student meal purchases and staff transactions, and preparing for National School Lunch Program (NSLP) application requirements and compliance readiness.

In collaboration with the Vertex team, school leadership has conducted site visits and identified essential operational components, including the designation of an Interim Nutrition Coordinator, assessment of kitchen equipment needs, development of communication systems, and vendor onboarding processes. The Request for Proposal (RFP) was publicly advertised in the Sacramento Bee, through Vertex, and on the LAS website, resulting in three prospective vendor submissions. The proposals are due April 29, 2026.

Additionally, school leadership has worked closely with Sacramento Unified School District to plan for the facilities transition, including exploring the potential purchase of used kitchen equipment.

A critical component of the NSLP application process is the adoption of a School Health and Wellness Policy. A draft of this policy has been developed and was shared with staff and the LAS Parent Council for input prior to presenting a final recommendation to the Board for approval.

Attachments: 1) Health and Wellness Policy, 2) Request for Proposal and Model Fixed-Price Contract

Recommendation: It is the recommendation of the school leadership that the LAS Governing Board approve the proposed School Health and Wellness Policy.



Members	H & W Policy			
	A y e	N a y	A b s t a i n	A b s e n t
Garduño-Medina, Elena				
Dickson, Alex				
Rojas, Denise				
Yáñez-Gutiérrez, Adriana				
Novoa, Ana				
Pérez, Miguel				
Ramírez,-Huamaní, Yesenia				
González, Antonio				
Bermudes, Pablo				
Totals:				



A California Public School

Fecha de la Reunión: 30 de abril de 2026

Tema: Transición de los servicios de nutrición

- Artículo de información
- Aprobación en la Agenda de Consentimiento/
- Conferencia (solo para discutir)
- Conferencia/Primera lectura (Acción Anticipado: _____)
- Conferencia/Acción
- Acción

Comité/Personal: Liderazgo Escolar

El Liderazgo de LAS ha logrado avances sustanciales en el desarrollo de la infraestructura necesaria para implementar con éxito el programa de nutrición escolar. Entre las medidas clave adoptadas hasta la fecha se incluyen la puesta en marcha del proceso de contratación de la empresa de gestión de servicios de alimentación (FSMC), el establecimiento de un sistema de pagador único con LINQ Systems para gestionar las compras de comidas de los alumnos y las transacciones del personal, y la preparación para cumplir con los requisitos de solicitud y el cumplimiento normativo del Programa Nacional de Almuerzos Escolares (NSLP).

En colaboración con el equipo de Vertex, la dirección de la escuela ha realizado visitas a las instalaciones y ha identificado los componentes operativos esenciales, incluyendo el nombramiento de un coordinador de nutrición interino, la evaluación de las necesidades de equipamiento de cocina, el desarrollo de sistemas de comunicación y los procesos de incorporación de proveedores. La solicitud de propuestas (RFP) se publicó en el Sacramento Bee, a través de Vertex, y en el sitio web de LAS, lo que dio lugar a la presentación de tres propuestas de posibles proveedores. El plazo de presentación de las propuestas vence el 26 de abril del 2026.

Además, el liderazgo escolar ha trabajado en estrecha colaboración con el Distrito Escolar Unificado de Sacramento para planificar la transición de las instalaciones, incluyendo la posibilidad de adquirir equipamiento de cocina de segunda mano.

Un componente fundamental del proceso de solicitud del NSLP es la adopción de la póliza de Salud y Bienestar Escolar. Se ha elaborado un borrador de esta política, que se ha compartido con el personal y el Concilio de Familias de LAS para recabar sus opiniones antes de presentar una recomendación final a la Mesa Directiva para su aprobación.

Documentos adjunto: 1) Póliza de salud y bienestar escolar, 2) Solicitud de propuestas y modelo de contrato de precio fijo

Recomendación: El Liderazgo Escolar recomienda que la Mesa Directiva de LAS apruebe la póliza de Salud y Bienestar Escolar.

The Language Academy of Sacramento

Health and Wellness Policy

Original Adopted Date: {insert date here}

Last Revised Date: {insert date here}

Last Reviewed Date: {insert date here}

Statement of Responsibility

The Language Academy of Sacramento recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development, and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education and promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can promote student achievement and lifelong commitment to wellness.

Statement of Responsibility

The Board adopts the Local Student Wellness Policy based on the recommendations of the appointed Health and Wellness Committee and in accordance with federal and state laws and regulations.

The Executive Director and/or designee shall be **responsible** for the implementation and oversight of this policy to ensure the school, programs and curriculum is compliant with this policy, related policies and established guidelines or administrative regulations

The Executive Director and/or designee shall **annually** report to the Board on the school's compliance with law and policies related to student wellness.

The Executive Director and/or designee and the established Health and Wellness Committee shall conduct an **assessment** at least every three (3) years on the contents and implementation of this policy. This *triennial* assessment shall be made available to the public in an easily accessible manner.

The school shall **annually** inform and update the public, including parents/guardians, students and others in the community, about the contents, updates, and implementation of this policy via the school's website, student handbooks, newsletters, posted notices, and/or other efficient communication methods. This annual notification shall include information on how to access the Local School Wellness Policy; information about the most recent triennial assessment; information on how to participate in the development, implementation, and periodic review and update of the Local School Wellness Policy; and a means of contacting the Health and Wellness Committee leadership.

Guidelines

To ensure the health and well-being of all students, the Board establishes that the school shall provide to students:

1. A comprehensive nutrition program consistent with federal and state regulations (**nutrition education/ nutrition promotion**)
2. Access at reasonable cost to foods and beverages that meet established nutritional guidelines (**meal regulations/ smart snacks / food provided but not sold/ marketing**)
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day. (**physical activity/ education**)

Recordkeeping

The school shall retain records documenting compliance with the Local School Wellness Policy.

Health and Wellness Committee

The **Board** shall appoint a **Health and Wellness Committee** comprised of at least one (1) of each of the following: School Board member, school administrator, teacher, student, parent/guardian, school health professional, physical education teacher, and member of the public. Other members of the **Health and Wellness Committee** may include: school counselor, coach, support staff, dietician, health professional, or other individuals.

The **Health and Wellness Committee** shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing, and periodically reviewing and updating the Local Student Wellness Policy that complies with the law to recommend to the Board for adoption.

The **Health and Wellness Committee** shall review and consider evidence-based strategies and techniques in establishing future goals for nutrition education and promotion, physical activity and other school-based activities that promote student wellness as part of the policy development and revision process.

Nutrition Education

Nutrition education will be provided within the sequential, comprehensive **health education program** in accordance with State Board of Education curriculum regulations and the academic standards for **Health, Safety and Physical Education, and Family and Consumer Sciences**.

Nutrition education in the school shall teach, model, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement and lifelong health habits.

Nutrition education lessons and activities shall be age-appropriate. Nutrition curriculum shall teach behavior-focused skills, which may include **menu planning and reading nutrition labels**.

The staff responsible for providing nutrition education shall be **properly trained** and prepared and shall participate in appropriate professional development. The **school shall** develop standards for such training and professional development.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

Schools shall promote nutrition through the implementation of **activities** where possible. Activities may include, but not be limited to, the **maintenance of the school garden, taste-testing of local products in the cafeteria or classroom, classroom education about local agriculture and nutrition, field trips to local farms and incorporation of local foods into school meal programs**.

Consistent nutrition messages shall be disseminated and displayed throughout the schools **classrooms, cafeterias, and community**.

The school shall offer resources about health and nutrition to encourage parents/guardians to provide healthy meals for their children.

Physical Activity

The school shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

Age-appropriate physical activity opportunities such as **outdoor and indoor recess, after school programs, during lunch**, shall be provided to meet the needs and interests of all students, in addition to planned physical education.

The school **may partner with parents/guardians and community members** to institute programs that support lifelong physical activity.

Physical activity shall not be used or withheld as a form of punishment.

The school may **promote physical activity through encouragement of walking or biking** as a means of **transportation** to and from school.

Students, their families, and the community shall have access, with permission or approval, to physical activity facilities through supervised **activities**.

Physical Education

A sequential physical education program consistent with curriculum regulations and **Health, Safety and Physical Education academic standards** shall be developed and implemented. Students must participate in a physical education program.

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Physical education classes shall be the means through which all students learn, practice, and are assessed on developmentally appropriate skills for lifelong, health-enhancing physical activity. A varied and comprehensive curriculum that promotes both team and individual activities and leads to students becoming and remaining physically active for a lifetime shall be provided in the **physical education program**.

Adequate amounts of planned instruction shall be provided in order for students to achieve the proficient level for **Health, Safety, and Physical Education academic standards**.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Local assessments shall be implemented to track student progress on Health, Safety, and **Physical Education academic standards**.

Other physical activities include but are not limited to, **field days, jog-a-thons and recess**.

Safe and adequate equipment, facilities, and resources shall be provided for physical education courses.

Certified health and physical education teachers shall teach physical education.

Appropriate professional development shall be provided for physical education staff.

Other School-Based Activities

Drinking water shall be available and accessible to students, without restriction, and at no cost to the student, at all meal periods and throughout the school day.

The school shall provide a clean, safe, and adequate space for eating and serving school meals.

Students shall be provided adequate time to eat, and meal time shall be scheduled appropriately.

Students shall have access to hand washing or sanitizing before meals and snacks.

To the extent possible, the school shall utilize available funding and outside programs to enhance student wellness.

The school shall provide appropriate training to all staff on the components of the Local Student Wellness Policy.

Nutrition Guidelines for All Foods/Beverages at School

All foods and beverages available in school during the school day shall be offered to students with consideration for promoting student health and reducing childhood obesity.

All foods and beverages available in school during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established **federal nutrition standards under the USDA meal pattern and dietary guidelines**.

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives.

Competitive Foods –

Competitive foods available for sale **shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School)**. These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts and fundraisers.

Competitive foods are defined as foods and beverages offered or sold to students on **school campus** during the school day, which are not part of the reimbursable school breakfast or lunch.

For purposes of this policy, **school campus** means any area of property under the jurisdiction of the school that students may access during the school day.

For purposes of this policy, **school day** means the period from midnight before school begins until thirty (30) minutes after the end of the official school day.

The school may **impose additional restrictions** on competitive foods, provided that the restrictions are not inconsistent with federal requirements.

Fundraiser –

Fundraising activities held during the **school day** involving the sale of **competitive foods shall be limited**

to foods that meet the Smart Snacks in School nutrition standards.

The school shall establish administrative regulations to implement fundraising activities, including procedures for requesting a fundraiser exemption.

Non-Sold Competitive Foods –

Non-sold competitive foods available to students, which may **include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established USDA Smart Snacks in School.**

Non-Sold Competitive Foods include:

- (1) Foods and beverages given as a reward or an incentive
- (2) Classroom Parties and Celebrations
- (3) Shared Classroom Snacks
- (4) Classroom Donations

Marketing/Contracting –

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Board policy and administrative regulations.

Management of Food Allergies in School

The school shall address food allergy management in the school in order to:

- Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
- Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.
- Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

Safe Routes To School

The school shall cooperate with local municipalities, public safety agency, police departments, and community organizations to develop and maintain safe routes to school.

The Language Academy of Sacramento will continue to monitor and maintain a positive environment for students outlined in the Local Student Wellness Policy.

Non-Discrimination Statement:

USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that

administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

DRAFT

California Department of Education

Request for Proposal and Model Fixed-price Contract
for

School Food Authorities
Procuring the Services of a
Food Service Management Company



School Food Service Contracts Unit
Nutrition Services Division
Opportunities for All Branch

April 2026

Notice of Request for Proposals Food Service Management Company

Notice is hereby given that the Governing Board of the **Language Academy of Sacramento** (hereinafter referred to as **SFA**) is requesting proposals for a food service management company (hereinafter referred to as **Respondent[s]**) to assist with the SFA's food service program.

Respondents should not construe from this legal notice that the SFA intends to enter into a fixed-price contract with the Respondent unless, in the opinion of the SFA, it is in the best interest of the SFA to do so. The SFA reserves the right to negotiate final contractual terms with the successful Respondent.

The Request for Proposal (RFP) documents are available at
The Language Academy of Sacramento's Web site at <https://www.lasac.info/index.html>

To request the RFP documents, please contact
Child Nutrition Department at food@lasac.info

The SFA will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period.

The SFA will hold a **Mandatory Tour** of the SFA facilities on
April 22nd, 2026 at 2:00pm
Location: 2850 49th Street, Sacramento, CA 95815
All potential Respondents must attend in order to submit a proposal

Respondents must submit **electronic proposals** as a single PDF file labeled:
"Proposal – Food Service Management Company"
Proposals must be submitted electronically to the SFA at:
food@lasac.info

The SFA will accept all proposals received on or before Wednesday, **April 29th, 2026, at 1:59pm** (PST). The SFA will not accept proposals that are received after the deadline. The SFA will open proposals on Wednesday, **April 29th, 2026, at 2:00pm.**

The SFA reserves the right to reject any or all proposals, and to waive any errors or corrections in a proposal or in the proposal process. The SFA will award the contract based on a review and analysis of the proposals that determines which proposal best meets the needs of the SFA. Following the review and analysis of all responsive proposals, the SFA will make a recommendation to their governing board, as applicable, at its regularly scheduled meeting.

Language Academy of Sacramento



**REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT COMPANY
Cover Page**

CONTACT INFORMATION

Request for Proposal – Food Service Management Company

by

The Language Academy of Sacramento
FOOD SERVICE PROGRAM

ADDRESS ALL PROPOSALS TO:

Judy Morales-Sue
Director of Business and Operations

2850 49th St, Sacramento, CA 95817

(916) 277-7137

Request for Proposal

Table of Contents

INTRODUCTION/PURPOSE OF SOLICITATION.....6

SCHEDULE OF EVENTS.....8

GENERAL INSTRUCTIONS FOR RESPONDENTS9

PROPOSAL REQUIREMENTS.....12

EVALUATION OF PROPOSALS.....15

ATTACHMENT A: ATTACHMENTS CHECKLIST17

ATTACHMENT B: MANDATORY TOUR18

ATTACHMENT C: MINIMUM QUALIFICATIONS.....19

ATTACHMENT D: FSMC PROFESSIONAL STANDARDS.....20

ATTACHMENT E: PROPOSAL QUESTIONNAIRE21

ATTACHMENT F: RESPONDENT REFERENCES22

ATTACHMENT G: AUTHORIZATION AGREEMENT23

ATTACHMENT H: FEE PROPOSAL.....24

ATTACHMENT I: CERTIFICATION REGARDING LOBBYING.....25

ATTACHMENT J: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION30

**ATTACHMENT K: CERTIFICATE OF COMPLIANCE FOR BUY AMERICAN AND CALIFORNIA
AGRICULTURAL PREFERENCE REQUIREMENTS.....32**

ATTACHMENT L: 21-DAY CYCLE MENU.....34

EXHIBIT 1: MODEL FIXED-PRICE CONTRACT.....I

Introduction/Purpose of Solicitation

The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food service management company (FSMC) that will provide The Language Academy of Sacramento (hereinafter referred to as the school food authority [SFA]) with food service management assistance for their food service operation. The FSMC will provide services to the SFA as described in the Scope of Work in the Model Fixed-price Contract.

The SFA's food service goals are to provide nutritious, high-quality, minimally processed meals to students and participants in **The National School Lunch Program and School Breakfast Program, the Afterschool Snack Program, and the CACFP Supper Program**, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program (Title 7, *Code of Federal Regulations* [CFR] sections 210.10 and 220.8, if applicable).

General food service goals are to:

- Provide appealing, minimally processed meals that meet all local, state and federal nutrition standards.
- Promote student participation in the program through engagement with students, staff, and the community
- Create awareness of the direct correlation between adequate nutrition for students and their ability to learn and thrive
- Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, offering menu variations, and improving planning
- Maintain reasonable prices for students participating in the food service program

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, *Code of Federal Regulations* (2 CFR), Section 200.319(a)(b)(c)(1-7). The SFA must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding basic standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The SFA released this RFP to benefit the SFA and not the Respondents.

- Fulfillment of RFP specifications is based on full and fair competition and acceptance by the SFA of the most responsive and responsible Respondent to the SFA's requirements, as determined by the SFA when evaluating proposals based on the criteria contained in the RFP.
- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested FSMCs must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The SFA will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and SFA responses to questions before submitting a proposal
- Ask appropriate questions or request clarification before the deadline in the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondent shall immediately notify the SFA of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the SFA of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

Schedule of Events

Release of RFP	Monday	April 6, 2026
First Public Notice	Friday	April 10, 2026
Second Public Notice	Friday	April 17, 2026
Mandatory Tour	Wednesday	April 22, 2026
Respondent Question Submission Deadline	Friday	April 24, 2026
SFA Provides Answers	Monday	April 27, 2026
Deadline for Submission of Sealed Proposal	Wednesday	April 29, 2026
Proposals Opened	Wednesday	April 29, 2026
Proposals Evaluated	Thursday	April 30, 2026
Board Meeting – Proposal Approval	Thursday	May 7, 2026
Anticipated Contract Award Date	Friday	May 8, 2026

The SFA will make every effort to adhere to the schedule. However, the SFA reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <https://www.lasac.info/>.

All interested Respondents must attend the Mandatory Tour. The SFA will reject proposals from Respondents that do not attend (Attachment B).

General Instructions for Respondents

1. Prepare proposals simply and economically. Provide a straightforward concise description of the Respondent's capability to satisfy the SFA's requirements. Emphasis should be placed on completeness and clarity of content.
2. Submit proposals for the performance of all the services described within this RFP. The SFA will not consider any deviation from these specifications and will reject such proposals.
3. The SFA may reject a proposal if the proposal is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. The SFA may reject any or all proposals or waive any immaterial deviation in a proposal. The SFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Respondent from full compliance with all other requirements if awarded the contract. The SFA may reject a proposal if it is deemed overly responsive or contains language that provides any added value not requested in the RFP.
4. Respondents are responsible for the costs of developing proposals and shall not charge the SFA for any preparation costs.
5. The SFA asks Respondents that do not intend to submit a proposal to notify the SFA in writing.
6. Respondents may modify their proposal after submission by withdrawing the original proposal and resubmitting a new proposal prior to the submission deadline. The SFA will not consider proposal modifications offered in any other manner, either oral or written.
7. The Respondent shall include a 21-Day Cycle menu for all programs to be served (7 CFR, sections 210.16[b][1] and 220.7[d][2][i])
8. Respondents may withdraw their proposal by submitting a written withdrawal request to the SFA, signed by the Respondent or their authorized agent, through the contact person named in the "Contact Information" provided on page iv of this RFP. Thereafter, a Respondent may submit a new proposal prior to the proposal submission deadline. Respondents may not withdraw their proposal without cause after the proposal submission deadline.
9. The SFA may modify the RFP prior to the date given for submission of proposals by posting an addendum on <https://www.lasac.info/>. The SFA will notify Respondents so they can obtain any addenda from the SFA's web site or request it by email.

10. The SFA reserves the right to reject all proposals for reasonable cause. If the costs of all proposals are excessive, or a responsive and responsible Respondent is not identified, the SFA is not required to award a contract.
11. The SFA will not consider more than one proposal from an individual, firm, partnership, corporation, or association under the same or different names. Reasonable grounds for believing that any Respondent has submitted more than one proposal for work contemplated herein will cause the SFA to reject all proposals submitted by the Respondent. If there is reason to believe that collusion exists among the Respondents, the SFA will not consider any of the participants of such collusion in this or future solicitations.
12. The SFA will not consider a joint proposal submitted by two or more entities.
13. Additional charges for regular or express delivery, drayage, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be included (and separately identified) in the proposal.
14. All proposals shall include the forms provided as attachments to this RFP. Respondents may copy these forms. A proposal is considered responsive if it follows the required format, includes all attachments, and meets all deadlines and other requirements outlined in this RFP.
15. The SFA shall not accept proposals after the submission deadline specified in the RFP and shall return the unopened proposals to the respective Respondents. The SFA will not consider late proposals under any circumstances.
16. Respondents are responsible for examining the entire RFP package, seeking clarification for any item or requirement that may not be clear to them, and checking all responses in their proposal for accuracy before submitting it.
17. Respondents may submit their questions regarding the information presented in this RFP to Judy Morales-Sue at food@lascs.info, no later than **Wednesday, April 1, 2026 at 5:00pm (PST)**. The SFA will answer all questions received by the deadline in writing without exposing the query source. This will be the sole process for asking and answering questions regarding this RFP. Respondents may not contact SFA employees directly to ask questions.
18. SFA representatives reserve the right to inspect a Respondent's other food service operations prior to any award of a contract.
19. The SFA reserves the right to negotiate the final terms and conditions of the contract, which may differ from those contained in the proposal, provided the SFA considers such negotiation to be in its best interest. Any change in the terms and conditions must not create a material change, which is any alteration or modification to the original terms stated in the RFP that would have resulted in

different proposals from all respondents. A material change will require the SFA to rebid the contract.

20. Interested Respondents are required to inspect the SFA's premises prior to submitting a proposal to determine all requirements associated with the proposed contract. The inspection of premises will occur during the Mandatory Tour (if applicable).

21. Respondents shall submit an electronic copy of their proposal in a commonly accessible digital format (e.g., PDF).

- a. The electronic submission must contain the original signature of the individual(s) authorized to bind the Respondent contractually and be labeled "Master Copy".
- b. The Respondent must ensure the electronic file is complete and includes all required materials. Incomplete submissions may be deemed non-responsive.
- c. Electronic submissions must be clearly labeled with the SFA's RFP title, the FSMC name, RFP number and the SFA name, contact and address, as shown in the following example:

Proposal—Food Service Management Company

[FSMC Name Submitting RFP]

For

The Language Academy of Sacramento

Attn: Judy Morales-Sue

2850 49th St, Sacramento, CA 95817

Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Respondents must complete, label, and separate each section, and number all pages. The content and sequence of the proposal will be as follows:

Section 1 - Administrative Requirements

A. Cover Letter

Only the individual(s) authorized to bind the Respondent contractually may sign the cover letter, which shall be a part of the proposal package. If the cover letter is unsigned, the SFA will reject the proposal. The SFA may reject the proposal if the Respondent fails to include the following required information:

- Name and address of responding company
- Organizational structure of the responding company (e.g., corporation, partnership, etc.)
- Respondent's Federal Employee Identification Number and Corporate Identification Number, if applicable
- Name, title, phone number, fax number, and email address of the representative who will be designated as the primary liaison to the SFA
- Name, title, phone number, and email address of the representative(s) authorized to bind the Respondent in a contract if different from the primary liaison
- A statement expressing the Respondent's willingness to perform the services described in this RFP
- A statement expressing the Respondent's ability to perform the services required in the Scope of Work, including availability of staff and other required resources to meet all deliverables as described in this RFP
- A statement regarding the Respondent's proprietary information; if applicable, the Respondent must clearly mark in the upper right-hand corner those pages to be considered proprietary (**Note:** The Respondent cannot consider the entire proposal to be proprietary)
- The following certification:

By signing this cover letter, I (we) certify that the information contained in this proposal is accurate and that all attachments

required to be submitted as part of the proposal are certified to be true and binding upon our company.

B. Table of Contents

Immediately following the cover letter, include a comprehensive Table of Contents that lists all submitted proposal sections, subsections, attachments, and materials.

Section 2 – Required Attachments

A. Attachment Checklist

The Respondent shall include a checklist containing all documents identified in the Attachments Checklist (as listed on Attachment A). The SFA may reject proposals that do not include the proper required attachments.

B. Mandatory Tour

Prospective Respondents may not contact any sites or employees outside of the scheduled visit. The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

C. Minimum Qualifications

The SFA will only consider Respondents that **meet all minimum qualifications** (as listed on Attachment C).

D. FSMC Professional Standards

Establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs (as listed on Attachment D).

E. Proposal Questionnaire

The Proposal Questionnaire (as listed on Attachment E) is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in this RFP. Respondents should limit their responses to the number of pages noted in the questionnaire and answer each question in the same order.

F. Respondent References

Respondents must provide three references on the Respondent References form (Attachment F). The SFA reserves the right to contact any of the references listed and retains the right to conduct reference checks with individuals and entities beyond those listed.

G. Authorization Agreement

The Respondent or their authorized representative must sign the Authorization Agreement (Attachment G) and return it with the proposal package.

H. Fee Proposal

The Respondent must complete the Fee Proposal (Attachment H) and return it with the proposal package.

I. Certifications

The Respondent must complete the certifications (Attachment I) and return them with the proposal package.

J. Certificate of Independent Price Determination

The Respondent must complete the certifications (Attachment J) and return them with the proposal package.

K. Certificate of Compliance for Buy American and California Agricultural Preference Requirements

The Respondent must complete the certification (Attachment K) and return it with the proposal package.

L. 21–Day Cycle Menu

The Respondent must submit a 21 Day Cycle menu (Attachment L) for all programs to be served (7 *CFR*, sections 210.16[b][1] and 220.7[d][2][i], if applicable) for the proposal package.

Evaluation of Proposals

Proposals will be opened on or after the date and time specified in the Schedule of Events. During the evaluation process, the SFA may ask Respondents to clarify information in the proposals, but Respondents may not change their proposals.

An error in the proposal may cause the SFA to reject that proposal; however, the SFA may, at its sole discretion, retain the proposal and make certain corrections. When determining if a correction will be made, the SFA will consider the conformance of the proposal to the format and content required by the RFP and that the Respondent's intent is clearly established based on review of the whole proposal. Based on that established intent, the SFA may choose to correct errors such as obvious grammatical or punctuation errors and arithmetic errors. The Master Copy of the proposal shall have priority over additional proposal copies.

The SFA will open proposals to determine if they contain all the required information in accordance with this RFP. Contracts must be awarded to the responsible offeror/Respondent whose proposal is most advantageous to the SFA considering price and other factors. (2 *CFR* 200.320[b][2][iii]). The SFA will evaluate qualifying proposals using the following criteria:

CRITERIA	MAXIMUM POINTS
Cost	25
Administrative Requirements: Did the Respondent include all required information in accordance with the General Instructions and Proposal Requirements?	15
Experience with School Breakfast and National School Lunch Programs.	25
Based on the Proposal Questionnaire responses and the Cover Letter, the Respondent demonstrates a complete understanding of the SFA's food service program and its service requirements, as described in the RFP and the Scope of Work, and can perform those services to the SFA's satisfaction.	15
The financial stability of the Respondent.	10
Corporate capability and experience as measured by performance record, years in the industry, relevant experience, number of SFAs served, client retention and satisfaction, and references.	10
TOTAL POINTS	100

The SFA will score and rank selected proposals by assigning a score between zero and the maximum score to each proposal criterion. The SFA will recommend awarding the

contract to the most responsive and responsible Respondent with the highest total proposal score.

Attachment A: Attachments Checklist

Respondent Company Name

Please complete this checklist to confirm that the items listed below have been included in your proposal. Place a checkmark or "x" next to each item submitted to the SFA. For your proposal to be considered, all required attachments must be returned, including this checklist. Submit one copy of your proposal in a sealed package.

Attachment	Attachment Name
_____ A	Attachments Checklist
_____ B	Mandatory Tour
_____ C	Minimum Qualifications
_____ D	FSMC Professional Standards
_____ E	Proposal Questionnaire
_____ F	Respondent References
_____ G	Authorization Agreement
_____ H	Fee Proposal
_____ I	Certifications Regarding Lobbying Activities, Debarment, Suspension and Other Responsibility Matters
_____ J	Certificate of Independent Price Determination
_____ K	Certificate of Compliance for Buy American and California Agricultural Preference Requirements
_____ L	21-Day Cycle Menu (Include)

Attachment B: Mandatory Tour

The Mandatory Tour will include an escorted tour.

- The tour schedule includes the sites listed below.
- Prospective Respondents may not contact any sites or employees outside of the scheduled visit.
- The SFA requests that Respondents do not take pictures during the tour as the SFA has not obtained releases from parents, students, and employees.

TOUR SCHEDULE

Tour begins at 2:00pm

Where: The Language Academy of Sacramento, 2850 49th St, Sacramento, CA 95817

The SFA thanks all Respondents for abiding by our request to keep the disruption caused by the visit to a minimum.

Attachment C: Minimum Qualifications

A Respondent must meet all the following minimum qualifications to the SFA's satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications may result in the immediate rejection of the proposal.

As of **April 1, 2026**, both the Respondent's company and its key personnel meet all the following minimum qualifications:

1. The Respondent has at least **three years** of experience with food service programs.
Yes _____ No _____
2. The Respondent has the resources and ability to provide **136,500** of meals per fiscal year.
Yes _____ No _____
3. The Respondent has knowledge and experience with the National School Lunch and School Breakfast Programs.
Yes _____ No _____
4. The Respondent has professional references that demonstrate and evidence the ability to perform the required services.
Yes _____ No _____
5. The Respondent is licensed to do business in the state of California.
Yes _____ No _____
6. The Respondent has the knowledge and experience to provide Child Nutrition Labels, Product Formulation Statements, and Standardized Recipes for all items that are served as part of the programs listed above.
Yes _____ No _____

Attachment D: FSMC Professional Standards

FSMC Employees Professional Standards

Professional Standards regulations (7 *CFR* 210.30 and 235.11[h]) establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **School Nutrition Program Director.** The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
2. **School Nutrition Program Manager.** The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
3. **School Nutrition Program Staff.** School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

7 *CFR* Section 210.2 establishes these definitions above. The function/role rather than the specific title within the school food service structure apply whether or not the school food service is operated by an FSMC. Therefore, as of the effective date of this contract, the minimum professional standards established by 7 *CFR* sections 210.30 , and described therein, shall apply to FSMC staff performing any of the duties described above.

The FSMC shall only place staff for work in the school district that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30, which can be viewed at the following web page:

eCFR :: 7 *CFR* 210.30 -- School nutrition program professional standards.

- The SFA shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards.
- The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the SFA. The FSMC shall remove from the SFA premises any staff who fail to take the required annual training.
- The FSMC shall provide the SFA with a list of proposed employees and evidence that they meet the professional standards.

Attachment E: Proposal Questionnaire

This proposal questionnaire is intended to provide the SFA with specific information concerning the Respondent's capability to provide services as described in the RFP. Please be as concise and limit your responses **to no more than two pages per question, unless instructed otherwise. Type each question in the same order as listed in the questionnaire.**

1. Provide a general description of your company's qualifications and experience relevant to the minimum qualifications in Attachment C, along with any necessary substantiating information. Limit your responses to information about your company's capabilities.
2. Provide a statement indicating the year your company was founded; what the primary business(es) of the company is(are); the length of time the company has been providing food service management services (consulting, food purchase, etc.), and related services as described in this RFP. In addition, provide the duration and extent of experience the company has with similar SFA food management services.
3. Provide a general description of how your company will be able to provide the experience, ability, and financial standing necessary to meet the requirements set forth in this RFP.
4. Provide a complete list of SFAs that have discontinued or terminated your company's services in the last five years and the reason(s) why.
5. Provide an organization chart for your company, a description of the lines of communication, and the responsibilities at each corporate level.
6. Provide a complete balance sheet or annual report (verified by a certified public accountant) for the last three years of operation.
7. Provide a description of promotional and marketing materials you will use to attract students to the program.
8. Provide a recommended transition plan that describes the steps the Respondent will take to begin providing the services described in this RFP.

Attachment F: Respondent References

List three references to which the Respondent has provided food service management services within the past **three** year(s).

Failure to complete and return this Attachment will cause your proposal to be rejected.

Reference 1		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 2		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Reference 3		
Name of Reference		
Street Address		
City	State	Zip Code
Contact Person	Contact Title	Contact Phone Number
Brief Description of Services Provided		
Dates of Service		

Attachment G: Authorization Agreement

Request for Proposal for Food Service Management Company

We, **[Enter FSMC Name]**, by our signature on this document certify the following:

1. That we will operate in accordance with all applicable California state and federal laws, regulations, and statutes.
2. That the terms, conditions, warranties, and representations made within this RFP and our proposal shall be binding upon us and shall be considered a part of the contract as if incorporated therein.
3. That the proposal submitted is a firm and irrevocable offer good for one year.
4. That we have carefully examined all terms and conditions set forth in the Model Fixed-price Contract issued by **The Language Academy of Sacramento**.
5. That we have made examinations and verifications and are fully conversant with all conditions under which services are to be performed for **The Language Academy of Sacramento**.
6. That negligence in the preparation or presentation of, errors in, or omissions from proposals shall not relieve us from fulfillment of any and all obligations and requirements in the resulting contract.

FSMC Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Web Site Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date Signed: _____

Attachment H: Fee Proposal

All costs are based on average daily participation of 125 meals for breakfast, 430 meals for lunch, 75 snacks, and 140 meals for supper, served on 175 school days.

COST BREAKDOWN		
Respondent Instructions		
⇒ Provide a breakdown of all costs included in the fixed price, including personnel costs.		
⇒ Provide the cost per meal; base all food costs on the attached 21–day cycle menu.		
⇒ Clearly identify all costs		
Item #	Description <i>(Include All Goods and Services included in the Fixed Price)</i>	Annual Cost
1.		\$
2.		\$
3.		\$
4.		\$
Sub Total		\$
Personnel Costs		Annual Cost
5.	Management Fee Per Meal	\$
6.	Consultant Fee Per Meal	\$
Sub Total		\$
GRAND TOTAL		\$

COST PER MEAL			
Respondent Instructions:			
⇒ Provide the cost per meal; base all food costs on the attached 21–day cycle menu.			
⇒ Prices must not include values for USDA Foods and must include all meal programs applicable.			
1. LINE ITEM	2. UNITS	3. RATE	4. TOTAL
Breakfast	125	\$	\$
Lunch	430	\$	\$
Non-reimbursable Meals	10	\$	\$
Snacks	75		
Suppers	140		
TOTAL		\$	\$

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:

Street address:

City, State, Zip:

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement <input type="checkbox"/> loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> bid/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	<p>3. Report Type:</p> <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <p>_____Prime _____Subawardee</p> <p>Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee,</p> <p>Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	

<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: Print Name: Title: Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.

Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11.The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for prospective participants/Respondents in primary covered transactions:

- A. The Respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the Respondent is unable to certify to any of the statements in this certification, they shall attach an explanation to this application.

Contractor/Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Attachment J: Certificate of Independent Price Determination

The Respondent(s) shall execute this Certificate of Independent Price Determination.

Name of Respondent	

- A. By submission of this offer, the offeror (Respondent/FSMC) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
1. The prices in this offer have been arrived at independently without, for the purposes of restricting competition, any consultation, communication, with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
 2. The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor, before a bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
- B. If the offeror deletes or modifies subparagraph (A)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- C. Each signature on the offer is considered to be a certification by the signatory that the signatory:
1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that they have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; or
 2. Has been authorized, in writing, to act as agent for the following principals in offering that those principals have not participated in, and will not participate in any action contrary to paragraphs (A)(1) through (A)(3) above.
 - (i) Insert full names of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of their position in the offeror's organization.

- (ii) As an authorized agent, does certify that the principals named in subdivision (C)(2)(i) above have not participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above; and
- (iii) (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (A)(1) through (A)(3) above.

Signature of FSMC's Authorized Representative	Title	Date	

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Attachment K: Certificate of Compliance for Buy American and California Agricultural Preference Requirements

The Respondent certifies that it:

1. Provision of Domestic Commodities and Products

Will provide meals and snacks purchased with domestic commodities and products to the greatest extent practicable, document exceptions when nondomestic products are purchased, adhere to nondomestic cap for exceptions, and adhere to all other Buy American regulations for the provision of meals and snacks in compliance with 7 *CFR* Sections 210.21(d) and 220.16(d).

2. Certification of Processed Agricultural Products

Will submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume in compliance with 42 United States Code (U.S.C.) Section 1760(n), 7 *CFR* Sections 210.21(d)(1)(ii) and 220.16(d)(1)(ii) and USDA Policy Memo SP 38-2017.

3. Notification and Approval of Nondomestic Products

Will notify the SFA in writing at least 2 days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes if available for the SFA to consider and provide an explanation for the following:

- (i) The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 *CFR*, Section 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and/or
- (ii) That competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product.

Note: Neither regulations nor the USDA has defined a dollar amount or percentage triggering the significantly higher cost exception. However, for SFAs that receive \$1 million or more annually in federal School Nutrition Program (SNP) reimbursement, significantly higher is defined as 25 percent in accordance with *California Food and Agriculture Code (FAC)* Section 58596.3.

4. Preference for California Agricultural Products

Will prioritize the use of California agricultural product, per *FAC* Section 58595(c), when:

- (i) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
- (ii) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

5. Adherence to Non-Domestic Food Purchase Cap

Will document exceptions and adhere to the annual cap on non-domestic food purchases per 7 *CFR* 210.21(d)(5)(ii) and 220.16(d)(5)(ii):

- (i) Beginning in SY 2025-26, the annual non-domestic food purchase cap will be 10 percent of the total annual commercial food costs that the SFA purchases per school year.
- (ii) Beginning in SY 2028-29, the annual non-domestic food purchases cap will be 8 percent of the total annual commercial food costs that the SFA purchases per school year.
- (iii) By SY 2031-32, the annual non-domestic food purchases cap will be 5 percent of the total annual commercial food costs that the SFA purchases per school year.

Signature:

[Authorized Representative Name]

[Title]

[Date]

Attachment L: 21-Day Cycle Menu
Please attach to your Proposal

Exhibit 1: Model Fixed-Price Contract
FOOD SERVICE MANAGEMENT COMPANY

The Language Academy of Sacramento

FOOD SERVICE PROGRAM

2850 49th Street, Sacramento, CA 95817

(916) 277-7137

Model Fixed-Price Contract

Table of Contents

CONTRACT SUMMARY.....2

MODEL FIXED-PRICE CONTRACT3

I. Introduction.....3

II. General Terms and Conditions3

III. Relationship of the Parties.....10

IV. Food Service Program.....11

V. Buy American and California Agricultural Preference Requirements13

VI. U.S. Department of Agriculture Foods16

VII. Meal Responsibilities.....18

VIII. Food Service Management Company Employees18

IX. Books and Records19

X. Monitoring and Compliance20

XI. Equipment, Facilities, Inventory, and Storage21

XII. Certifications21

XIII. Insurance.....22

XIV. Termination23

SCOPE OF WORK.....24

SCHEDULE OF FEES28

Contract Summary

FOOD SERVICES CONTRACT		CONTRACT NUMBER	
		REGISTRATION NUMBER	
1	This contract is entered into between the school food authority and the food service management company named below:		
	SCHOOL FOOD AUTHORITY NAME		
	FOOD SERVICE MANAGEMENT COMPANY NAME AND FEDERAL TAX IDENTIFICATION NUMBER		
2	The term of this Contract is for one year, commencing on		and ending on
3	The maximum dollar amount of this Contract is equal to the fixed price per meal multiplied by the number of meals served	\$	
4	The parties herein agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Contract.		
	Request for Proposal Released	<i>Enter page(s)</i>	
	Contractor Proposal Received	<i>Enter page(s)</i>	
	Attached Terms and Conditions	<i>Enter page(s)</i>	
	Exhibit A: Scope of Work	<i>Enter page(s)</i>	
	Exhibit B: Schedule of Fees	<i>Enter page(s)</i>	
IN WITNESS WHEREOF, the parties hereto have executed this Contract.			
FOOD SERVICE MANAGEMENT COMPANY		<i>California Department of Education Use Only</i>	
NAME of FSMC (if other than an individual, state whether a corporation, partnership, etc.)			
BY (Authorized Signature) <i>/s/</i>		DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
SCHOOL FOOD AUTHORITY			
NAME of SFA			
BY (Authorized Signature) <i>/s/</i>		DATE SIGNED (do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:	

Model Fixed-Price Contract

I. Introduction

The **Language Academy of Sacramento**, hereinafter referred to as the school food authority (SFA), enters into this Contract with **[food service management company name]**, hereinafter referred to as the FSMC to provide food service management assistance for the SFA’s food service program, hereinafter referred to as “Services.” **During the term of this Contract, the FSMC will provide services to the SFA as described in the Scope of Work (Exhibit A) of this Contract.**

II. General Terms and Conditions

A. Term

The term of this contract is one year. The FSMC shall commence providing Services under the Contract on **July 1, 2026** and continue through **June 30, 2027**. After careful consideration, the SFA may annually renew this Contract for four additional one-year periods upon agreement between both parties. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The SFA may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations (Title 7, Code of Federal Regulations [7 CFR], Section 210.16[a][10] and 210.16[d]).

B. Designated Contract Liaisons

SFA Liaison for Services		FSMC Liaison for Services	
Name: Judy Morales-Sue		Name:	
Title: Director of Business and Operations		Title:	
Phone: (916) 277-7137	Cell Phone:	Phone:	Cell Phone:
Fax:	Email: Food@lasac.info	Fax:	Email:

Respondents shall serve or deliver by postal mail all legal notices to:

SFA	FSMC
Name: Judy Morales-Sue	Name:
Title: Director of Business and Operations	Title:
Address: 2850 49 th Street, Sacramento, CA 95817	Address:

C. Fees

1. Fixed-price Contracts

The SFA will pay the FSMC at a fixed rate per meal. The fixed rate per meal includes all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The SFA must determine, and the FSMC shall credit the SFA for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC must follow all procurement requirements provided in section V. Compliance with the Law. The FSMC's fixed-price invoice will be fully compliant with procurement requirements for the National School Lunch, Special Milk and School Breakfast Programs, set forth in 7 *CFR*, parts 210, 215, and 220. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this fixed-price contract (2 *CFR*, Section 200.406[a]).

2. Payment Terms

The FSMC shall submit **monthly** invoices by the 5th calendar day of the following month that reflect all activity for the previous **calendar month**. The FSMC must submit detailed cost documentation, including the quantity and cost of nondomestic items subject to the Buy American Provision, **monthly** to support all charges to the SFA. Charges and expenses are included in the Schedule of Fees (Exhibit B). All costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and must be allowable costs consistent with the cost principles in 2 *CFR*, Part 200, as applicable. The SFA will pay invoices submitted by the FSMC within **30 calendar days]** days of the invoice date. The SFA will notify the FSMC of invoices that do not pass audit, which the SFA will not pay until the invoices have passed audit, with no penalty accruing to the SFA.

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this Contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 *CFR*, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

4. Spoiled or Unwholesome Food, Food Not Meeting Detailed Food Component Specifications or Contract Requirements.

The SFA shall make no payment to the FSMC for meals that, in the SFA's determination, are spoiled or unwholesome at the time of delivery, do not meet detailed food component specifications as developed by the SFA for the meal pattern, or do not otherwise meet the requirements of this Contract. (7 *CFR*, Section 210.16[c][3])

D. Contract Cost Adjustment

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: Los Angeles, West Region, San Francisco or San Diego (CPI)]. The [insert month] CPI value will be used as a representation of the change in CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the SFA. CPI Fee increases for the upcoming Contract renewal year must be submitted to the SFA. Of note, the CPI fee increases should be applied to individual meal or unit costs.

The renegotiation of price terms under this Contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this Contract were based, then those price terms so affected may be renegotiated by both parties. Renegotiation of price terms under such conditions must be mutual and both parties must agree on any changes in price terms. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms, to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the Contract. Substantive changes of the Contract will require the SFA to rebid the Contract.

E. Availability of Funds

Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Timeliness

Time is of the essence in this Contract.

G. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE. (7 *CFR*, Sections 210.16[a][10] and 210.19[a][5])

H. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral

understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 *CFR*, Sections 210.16[a][10] and 210.19[a][5]).

I. Substantive Changes to Contract

Any change to this Contract that results in a material change, or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the SFA to rebid the Contract. Following are examples of substantive changes that could require the SFA to rebid the Contract:

- The addition of a program
- A major shift in responsibilities for FSMC or SFA staff

J. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the SFA. If subcontracts are let, the FSMC should have taken steps to contract with small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms when possible. (2 *CFR*, Section 200.321)

K. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the SFA. Such written commitments include, but are not limited to:

- Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
- Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

L. Trade Secrets/Copyrights

The FSMC and SFA shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the SFA and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the SFA, and the FSMC and the SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of

the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, make works available through agency-designated public access repositories, and authorize others to use the work for federal purposes. (2 *CFR*, Section 200.315[b]).

M. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

N. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

O. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

P. Indemnification

The FSMC shall indemnify and hold harmless the SFA, or any employee, director, agent, or Board Member of the SFA, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

Q. Sanctions

If the FSMC fails to perform the contract terms, the following penalties may be imposed:

- FSMC will be required to provide in writing to the SFA how they will ensure future contract compliance

- Continued nonperformance will result in termination of this contract
- FSMC may be prohibited from bidding on future contracts with the SFA

R. Breach of Contract

For the breach of the Contract and associated benefits:

If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SFA in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

S. Penalties

Cost resulting from the SFA's violations, alleged violations of, or failure to comply with federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency. (2 CFR, Section 200.441)

T. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following workday or

the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 *CFR*, Section 210.16(d).

4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

U. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP) will be discriminated against on the basis of race, color, national origin, age, sex or disability. FSMCs and SFAs shall comply with the requirements of Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq. and 2000e et seq.); Title IX of the Education Amendments of 1972 (Title 20 U.S.C. sections 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (Title 29 U.S.C. Section 794); the Age Discrimination Act of 1975 (42 U.S.C. sections 6101 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336); all provisions required by USDA Nondiscrimination Regulations [7 *CFR* parts 15, 15a, 15b, 16, and 7 *CFR* Section 210.23(b)]; FNS Instruction 113-1; and Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs.

V. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, in the FSMC's compliance efforts.

The FSMC must comply with all federal and state procurement standards for purchasing and contracting as required by 2 *CFR* sections 200.317–200.327, 7 *CFR* sections 210.21, 220.16, 225.17 and 250.50 (as applicable); *California Education Code (EC)* sections 45103.1, 45103.5 and 49554, *FAC* sections 58595(c) and 58596.3, and *Public Contract Code* Section 20111(c), as applicable. Failure to comply with federal and state procurement standards may result in corrective action to require a new procurement and award, payment hold, and repayment of the nonprofit school food service account for unallowable costs. (2 *CFR* sections 200.339 and 200.410).

The FSMC shall comply with all applicable federal regulations in 2 *CFR*, parts 200 and 400 and 7 *CFR*, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, *EC*, *FAC*, and California laws and regulations, where applicable.

W. Choice of Law

This Contract shall be construed under the laws of the state of California, where applicable, without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in the appropriate courts in California.

X. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all the terms and provisions of this Contract.

III. Relationship of the Parties

- A.** The FSMC's relationship with the SFA will be that of an independent contractor and not that of an employee of or supervisor for the SFA. The FSMC will not be eligible for any employee benefits, nor will the SFA make deductions from payments made to the FSMC for taxes, all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the SFA harmless from any liability for, or assessment of, any such taxes imposed on the SFA by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the SFA or create obligations on the part of the SFA.
- B.** When the SFA is a public school district or program operated by the county Office of Education, the FSMC, as an independent contractor, shall have no authority to supervise food service classified personnel operating the NSLP, SBP, or Afterschool Meal Supplements (AMS) under the NSLP. (*EC* Section 45103.5)
- C.** All services to be performed by the FSMC will be as agreed between the FSMC and the SFA. The FSMC will be required to report to the SFA concerning the services performed under this Contract. The SFA shall determine the nature and frequency of these reports.
- D.** The SFA is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

IV. Food Service Program

A. Food Service Management Company Responsibilities

1. The SFA will provide the FSMC with an electronic Point of Service (POS) meal and milk counting system. Such meal and milk counting system must eliminate any potential for the overt identification of free and reduced-price eligible students under 7 *CFR*, Section 245.8. This POS system will be used for the duration of this Contract and the FSMC will not take an ownership interest or option in the POS system provided.
2. The FSMC will not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. (7 *CFR*, Section 210.21[e]).
3. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the Contract. (7 *CFR*, Section 210.16[c][2]).
4. The FSMC will not disclose the eligibility status of individual students or confidential information provided (*EC* Section 49558).

B. School Food Authority Responsibilities

1. The SFA shall ensure that the food service operation is in conformance with the SFA's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits. (7 *CFR*, sections 210.16[a][2] and 210.16[a][3]).
2. The SFA retains control of the quality, extent, and the general nature of its food service; the prices children are charged for meals (7 *CFR*, Section 210.16[a][4]), and a la carte prices. The SFA may not contract with the FSMC to provide only nonprogram food (e.g., a la carte and adult meals) unless the FSMC offers free, reduced-price, and paid reimbursable lunches to all eligible children. (7 *CFR*, Section 210.16[a]).
3. SFAs with more than one school shall perform no less than one on-site review of the lunch counting and claiming system employed by each school under its jurisdiction. The on-site review shall take place prior to February 1 of each school year. Further, if the review discloses problems with a school's meal counting or claiming procedures, the SFA shall ensure that the school implements corrective action and, within 45 days of the review, conduct a follow-up on-site review to determine that the corrective action resolved the problem. Each on-site review shall ensure that the school's claim is based on the counting system authorized by the CDE under 7 *CFR*, Section 210.7(c) and that the counting system, as implemented, yields the actual number of reimbursable free, reduced-

price, and paid lunches respectively, served for each day of operation. (7 *CFR*, Section 210.8[a][1]).

4. The SFA shall retain responsibility for developing the meal pattern for students with disabilities, when their disability restricts their diet, and for those students without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs. (7 *CFR*, Section 210.10[m]).
5. The SFA shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program. (7 *CFR*, Section 210.16[a][5]).
6. The SFA shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program. This includes retaining authority and responsibility for all information, documents and claims submitted in the Child Nutrition Information and Payment System (CNIPS). (7 *CFR*, Section 210.21(b) and CNIPS User Acceptance Agreement).
7. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. (*EC* Section 49558).
8. The SFA shall be responsible for the development, distribution, and collection of the letter to households and Application for Free and Reduced-Price Meals and/or Free Milk. (7 *CFR*, sections 245.5 and 245.6).
9. *EC* Section 49501.5 (a)(2)(B) requires a SFA that is a public school district, charter school or county office of education, to conduct a direct certification matching through the California Longitudinal Pupil Achievement Data System on a monthly basis as a condition of receiving funding. Private schools, nonpublic schools and residential child care institutions must obtain the direct certification list at least three times annually as required in 7 *CFR* Section 245.6(b).
10. The SFA shall be responsible for conducting any hearings related to determinations regarding free and reduced-price meal eligibility. (7 *CFR*, Section 245.7).
11. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by federal regulations. (7 *CFR*, Section 245.6).
12. The SFA shall ensure that all USDA Foods received by the school food authority and made available to the food service management company

accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein. (7 *CFR*, Section 210.16[a][6]).

13. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist with menu planning. (7 *CFR*, Section 210.16[a][8]).
14. The SFA shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing or serving meals on-site at an SFA facility. (7 *CFR*, Section 210.16[a][7]).

V. Buy American and California Agricultural Preference Requirements

A. Food Service Management Company Responsibilities

1. The FSMC will provide meals and snacks purchased with domestic commodities and products to the greatest extent practicable, document exceptions when nondomestic products are purchased, adhere to nondomestic cap for exceptions, and adhere to all other Buy American regulations for the provision of meals and snacks. (7 *CFR*, sections 210.21[d] and 7 *CFR* 220.16[d]).
2. The FSMC will submit statements for all processed agricultural products to the SFA at the time of delivery for each processed agricultural product certifying that the food product was processed domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume in compliance with 42 United States Code (U.S.C.) Section 1760(n), 7 *CFR* sections 210.21(d)(1)(ii) and 220.16(d)(1)(ii), and USDA Policy Memo SP 38-2017.
3. The FSMC must notify the SFA in writing at least **2** days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes if available for the SFA to consider and provide an explanation for the following Buy American exceptions (7 *CFR*, sections 210.21(d)(5) and 220.16(d)(5):
 - a) The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at 48 *CFR*, Section 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; and/or

- b) Competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product
- 4. California Food and Agriculture Code (FAC) 58596.3, applies to SFAs that receive \$1 million or more annually in federal SNP reimbursement. It states that SFAs must specify in their bid or solicitation that they will only purchase domestic agricultural products unless the bid or price of a nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- 5. Also, FAC 58595(c) requires SFAs accept a bid or price for an agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:
 - a) The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
 - b) The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state
- 6. The FSMC will provide certification of domestic origin for products which do not have country of origin labels. (7 CFR sections 210.21[d][1][ii] and 220.16[d][1][ii], and USDA Policy Memo SP 38-2017).
- 7. Per 7 CFR sections 210.21(d)(5)(ii) and 220.16(d)(5)(ii) the FSMC must adhere to the cap on non-domestic food purchases:
 - a) Beginning in SY 2025-26, the non-domestic food purchase cap will be 10 percent of the total annual commercial food costs that the SFA purchases per school year;
 - b) Beginning in SY 2028-29, the non-domestic food purchases cap will be 8 percent of the total annual commercial food costs that an SFA purchases per school year; and
 - c) Beginning in SY 2031-32, the non-domestic food purchases cap will be 5 percent of the total annual commercial food costs that the SFA purchases per school year.
- 8. The FSMC must make available purchase records and documentation identifying non-domestic commercial food program purchases per food item and unit cost of each non-domestic program purchase, as well as

total commercial food program purchases made during a given school year. This information must be provided to the SFA no less than annually at the end of the school year or more frequently as requested by the SFA. In addition, the FSMC must provide the SFA with a report that aggregates total non-domestic commercial food program purchases, domestic commercial food program purchases and total commercial food program purchases in a format that is requested by the State Agency and/or USDA no less than annually at the end of the school year or more frequently as requested by the SFA. (7 *CFR* sections 210.21[d][5][iii] and [iv]) 220.16[d][5][iii] and [iv])

B. School Food Authority Responsibilities

1. The SFA shall maintain documentation provided by the FSMC of the meal and snack components that were comprised of domestic and non-domestic products, including assurance that components were processed domestically. (7 *CFR* sections 210.21[d][iii] and [iv] and 220.16[d][iii][iv], and USDA Policy Memo SP 38-2017). This will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an on-site administrative review and an off-site procurement review. (2 *CFR* Section 200.318[i], 7 *CFR* sections 210.23[c], 210.21[d][5][iii] and 220.16[d][5][iii]).
2. The SFA shall monitor the contract to ensure the FSMC's adherence to the Buy American Provision (7 *CFR* sections 210.16[d] and 220.16[d]) and California FAC Section 58596.3 requirements, including documentation of nondomestic exceptions and associated caps. (2 *CFR*, Section 200.318[b]).

VI. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's nonprofit school food program. (7 *CFR*, Section 210.16[a][6]).
2. The method and frequency of crediting USDA Foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties. In accordance with 7 *CFR*, Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:

- a) The FSMC must credit the SFA for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the SFA's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing on the USDA Foods value of processed end products to the SFA. (7 *CFR*, Section 250.53[a]).
- b) The FSMC shall account for the full value of USDA Foods in accordance with 7 *CFR*, Section 250.51 and 250.58(e) by:
 - i) Subtracting the value of all USDA Foods received for use in the SFA's food service from the SFA's (monthly/quarterly) invoice, and
 - ii) Using the national average value of donated foods for the school year in which the USDA Foods are received by the SFA. This listing is available from the USDA Food Distribution web page at Value of Donated Foods Notices | Food and Nutrition Service.
3. The FSMC will be responsible for any activities relating to in accordance with 7 *CFR*, Section 250.50(d), as applicable, and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR*, Part 250.
4. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. 7 *CFR* Section 250.16[a])
5. The FSMC must use all USDA beef, pork, and all processed end products, in the SFAs food service, and must use all other USDA Foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used). (7 *CFR*, Section 250.51[d]).
6. The FSMC shall ensure that the processing agreement's value will be used in crediting the SFA for the value of USDA Foods contained in end products. (7 *CFR*, Section 250.53[a][7]).
7. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR*, Part 250. (7 *CFR*, Section 250.53[a][8]).

8. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods. (7 *CFR*, Section 250.53[a][9]).
9. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods. (7 *CFR*, Section 250.54[b]).

B. School Food Authority Responsibilities

1. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods received by the SFA and made available to the FSMC accrue only for the benefit of the SFA's nonprofit school food service and are fully used therein. (7 *CFR*, Section 210.16[a][6]).
2. The SFA will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods. (7 *CFR*, Sections 250.54[a] and [c]).
3. The SFA will not extend or renew any Contract if the FSMC did not fulfill all Contract provisions relating to USDA Foods. (7 *CFR*, Section 250.53[a][12]).

VII. Meal Responsibilities

A. The FSMC shall:

1. Serve meals and snacks on such days and at such times as requested by the SFA.
2. Offer free, reduced-price, and paid reimbursable meals and snacks to all eligible children through the SFA's food service program.
3. Provide meals through the SFA's food service program that meet the requirements as established in 7 *CFR*, parts 210 and 220, as applicable.

VIII. Food Service Management Company Employees

- A.** The FSMC shall only place employees for work at the SFA that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30 which can be viewed at the following web page: School Nutrition Program Professional Standards.

The SFA shall ensure that all employees the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards. The FSMC shall track the training completed by each employee and maintain documentation to validate that training was completed. The FSMC shall remove from the SFA premises any employee who fails to take the required training.

The FSMC shall provide the SFA with a list of employees and evidence that they meet the required professional standards.

- B.** The SFA reserves the right to interview and approve the on-site food service consultant(s)/employee(s) provided by the FSMC.
- C.** The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the SFA [*Enter number of weeks here*] calendar weeks prior to the commencement of operation.
- D.** The FSMC shall comply with all wage and hour requirements under federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E.** The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- F.** The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G.** The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the SFA harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

IX. Books and Records

- A.** The SFA and the FSMC must provide all documents as necessary for an independent auditor to conduct the SFA's single audit. The FSMC shall maintain such records as the SFA will need to support its Claims for Reimbursement. Such records shall be made available to the SFA upon request and shall be retained in accordance with 7 *CFR*, Section 210.16(c)(1).
- B.** The SFA and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE, USDA FNS and Office of Inspector General of the United States for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit. (7 *CFR*, Section 210.9[b][17]).
- C.** The FSMC shall not remove state or federally required records from the SFA premises upon contract termination.
- D.** The USDA, Inspector General, the Comptroller of the United States, and the CDE, or any of their duly authorized representatives must have the right of access to any documents, papers, or other records of the FSMC and the SFA which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the FSMC and SFA's personnel for the purpose of interview and discussion related to such documents. (2 *CFR*, Section 200.337[a]).
- E.** The distributing agency/CDE, recipient agency/SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for management and use of USDA Foods. (7 *CFR*, Section 250.53[a][10]).

X. Monitoring and Compliance

- A.** The FSMC shall monitor the food service operation of the SFA through periodic on-site visits in order to develop recommendations for improvement of the food service program.
- B.** The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.

- C.** The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 *CFR*, Section 210.8(a). At a minimum, these internal controls shall include all the following:
- An on-site review of the lunch counting and claiming system and readily observable general areas of review required under 7 *CFR* Section 210.18(h) employed by each school within the jurisdiction of the SFA.
 - Comparisons of daily free, reduced-price, and paid lunch counts against data that will assist with the identification of lunch counts in excess of the number of free, reduced-price, and paid lunches served each day to children eligible for such lunches
 - A system for following up on lunch counts that suggest the likelihood of lunch counting problems

XI. Equipment, Facilities, Inventory, and Storage

- A.** The SFA will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The SFA shall provide the FSMC with local telephone service. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA's premises.
- B.** The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA's premises within 10 days of its placement on the SFA's premises.
- C.** The SFA shall have access, with or without notice, to all the SFA's facilities used by the FSMC for purposes of inspection and audit.
- D.** Ownership of the beginning inventory of food and supplies shall remain with the SFA.
- E.** Ownership of all nonexpendable supplies and capital equipment shall remain with the SFA. However, the FSMC must take such measures as may be reasonably required by the SFA for protection against loss, pilferage, and/or destruction.

XII. Certifications

- A.** The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 *CFR*, parts 200 and 400, and 7 *CFR*, parts 210, 215, 220, 245, 250, and USDA FNS instructions and policy, *EC*, and California laws and regulations, where applicable. The FSMC agrees to indemnify the SFA and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B.** The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes.
- C.** The SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.

For contracts in excess of \$150,000, the SFA and FSMC shall comply with the Clean Air Act (42 U.S.C. sections 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. Section 1251) as amended. (Appendix II to 2 *CFR*, Part 200, Section G)

- D.** Debarment and Suspension

The parties shall not enter into contracts with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement programs (Executive Orders 12549 and 12689 and 2 *CFR*, Part 200, Appendix II, Section H).

- E.** Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (2 *CFR*, Part 418) must accompany each subsequent four (4) additional one-year renewals. Contract renewals that do not include this certification will not be accepted for consideration. (Appendix II to 2 *CFR* Part 200[I], Byrd Anti-Lobbying [31 U.S.C Section 1352]).

XIII. Insurance

The parties shall maintain the following insurances:

- A.** Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the SFA and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the SFA with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without 30 days prior written notice of cancellation to the SFA. With the exception of Workers' Compensation Insurance, the SFA shall be named as an additional insured under the FSMC's policies of insurance to the extent the SFA is indemnified pursuant to this Contract.

C. Property Insurance

The SFA shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

XIV. Termination

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract. (7 *CFR*, sections 210.16[d] and 250.12[f][9]) The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the SFA with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.340[a][3]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the SFA, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial

termination, if the SFA determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the SFA may terminate the Contract in its entirety (2 *CFR*, Section 200.340[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

Scope of Work

1. Overview of The Language Academy of Sacramento Food Service Program

- A. Scale. The SFA contracts with an FSMC who provides food service to approximately 450 children at 1 site. The food service prepares approximately **136,500** meals annually.
- B. Financial Goals. FSMC is expected to provide reasonably priced meals. FSMC is also expected to provide information to the SFA regarding opportunities to help SFA operate the Food Service Program at the lowest cost. The FSMC shall provide promotional materials that present the meals in an attractive manner that encourage families to participate in the meal program.
- C. Management Goals. The SFA's food service goals are to provide nutritious, high-quality meals to students and participants in the National School Lunch Program and School Breakfast Program, to accommodate special diets where medically necessary, improve the nutritional quality of meals, and maintain a financially viable food service program. General food service goals are to:
- Provide an appealing and nutritionally sound program for students as economically as possible
 - Stimulate student participation in the program through improved relations with students, staff, and the community by creating awareness of the direct correlation between adequate nutrition for students and their ability to learn
 - Increase participation at all levels of the food service program by improving meal quality, seeking student and parent input, and successful menu variation and planning
 - Maintain student and staff morale at a high level
- D. The food service office is located at 198 Mill Street, San Bernardino, CA 92408.
- E. Meals needed include the National School Lunch Program and School Breakfast Program:
- The FSMC must provide staff members daily to assist with meal prep and service.
 - Compliant meals must meet or exceed USDA K-12 Meal Pattern guidelines and requirements.
 - The FSMC must have the ability to plan recipes and menus, and source ingredients that pass all auditory requirements.
 - A menu that includes a wide variety of student-friendly options including foods from a wide variety of multicultural flavor profiles.
 - Produce shall be sourced locally/regionally where possible.

Participation

PROGRAM	GRADES	MAX ENROLLMENT*	AVERAGE DAILY PARTICIPATION
National School Lunch (NSLP)	TK-8	615	430
School Breakfast Program (SBP)	TK-8	615	125
Afterschool Snack Program	TK-8	615	75
CACFP Supper Program	TK-8	615	140

2. Description of FSMC Responsibilities

General: Under the direction of the SFA's Food Service Director, the FSMC selected pursuant to this RFP will employ qualified professionals to offer food service. All staff members must obtain a food handlers card and pass a background check in accordance with state and federal regulations under the education code prior to working on the school campus.

Responsibilities of the FSMC shall include:

A. Purchasing of Supplies for the Food Service Program

Be responsible for purchasing standards and specifications that will result in the best quality of products and services at the lowest price for the food service program.

All transactions shall be conducted in a manner so as to provide maximum open and free competition as provided by statute and regulation.

The grade, purchase unit, style, weight, ingredients, formulation, etc., shall be in compliance with applicable statutes and regulations.

Purchase food and/or supplies (if applicable); if authorized by the SFA, the FSMC shall purchase food used by the food service operation and the purchasing of food shall not displace SFA staff or delegate responsibilities of the SFA to the FSMC.

Recommend new or improved procedures for the requisition, receipt, and verification of all supplies used by the food service operation

B. Facility or Site Operations

The FSMC shall recommend:

- Safety programs for employees
- Sanitation standards for housekeeping, preparation, storage, and equipment
- Adjustments to practices and operation of equipment as required
- A Food Safety Plan and participate in the development, implementation, and maintenance of said plan
- Methods to increase participation at all levels of the SFA's food service programs, improve food quality, and upgrade equipment and facilities

- Hours and number of positions at each site to meet food service operational needs

C. Menus

Adhere to the 21-day cycle menu for the first 21 days of meal service; thereafter, the FSMC may only make changes with the SFA's approval. (7 *CFR* 210.16[b][1]). Provide recommendations for menu development that will result in the best quality of products and services at the lowest price for the food service program.

Seek student and parent input on successful menu variation and planning.

Provide, upon request by the SFA, recommended menus to assure compliance with all applicable statutes and regulations; include menu recommendations to meet the needs of students with special dietary needs or disabilities.

D. Quality Control

Recommend or establish a formal structure to routinely and continuously gather input from students, staff, and parents about food services.

Recommend or establish a structure or process to routinely and continuously gather input from food service employees to ensure the most effective and efficient operation possible.

E. Staff

Provide management staff and structure that will enhance the SFA's food service programs and ensure that the SFA's food service programs are of consistent top quality and held in positive regard by students, staff, and the public.

Establish and conduct management and staff training programs that will ensure staff development, proper supervision, professional and health certifications, and consistent quality control both in production and service.

F. Records

Maintain full and complete financial and inventory records sufficient to meet federal and state requirements and that are in accordance with generally accepted accounting procedures.

Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

G. Education

Recommend actions or events to promote the nutrition education aspects of the food service program and recommend or cooperate with efforts to merge these actions or events with classroom instruction; the FSMC will work in partnership with the SFA to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.

Coordinate meeting times with the Food Service Director, other SFA staff, and parents or students to discuss ideas to improve the food service program; arrange meetings between an acceptable management representative of the FSMC and the Food Service Director, other SFA staff, and the school board, upon request.

H. Reports

Collect and provide, in the required format, information necessary for school food service claims for reimbursement from state and federal agencies and maintain records of past information; at the end of each month the number of meals to be claimed will be submitted to the SFA contact by the FSMC consultant/representative on or before the 5th of each month (7 *CFR*, 210.16[c][1]).

Provide the SFA with monthly operating statements and other information determined by the SFA regarding the food service programs.

I. Point of Service

Provide an accurate point of service meal and milk count; such meal and milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 *CFR*, Section 245.8.

Exhibit B

Schedule of Fees

The costs included in the Cost per Meal table comprise the fixed price per meal. The fees are agreed upon by both parties and represent allowable food service costs in accordance with 2 *CFR*, Part 200.

All costs are based on 175 school days.

Cost per Meal

Note: Prices must **not** include values for USDA Foods, and must include all meal programs.

LINE ITEM	UNITS*	RATE	TOTAL
Breakfast	21,875	[\$Enter a number]	\$Enter a number]
Lunch	75,250	[\$Enter a number]	\$Enter a number]
Snack	13,125	[\$Enter a number]	\$Enter a number]
Supper	24,500	[\$Enter a number]	\$Enter a number]
Nonreimbursable Meals	1,750	[\$Enter a number]	\$Enter a number]
TOTAL	136,500	[\$Enter total]	\$Enter total]



Board Meeting Date: April 30, 2026

Subject: February and March 2026 Check Register

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action

Committee: School Leadership

Information: School Leadership requests that the Governing Board review and approve the February and March check registers.

Documents Attached:

1. February 2026 Check register
2. March 2026 Check register

Members	February 2026				March 2026			
	Ay e	Na y	Ab sta in	Ab se nt	Ay e	Na y	Ab sta in	Ab se nt
Garduño-Medina, Elena								
Dickson, Alex								
Rojas, Denise								
Yáñez-Gutiérrez, Adriana								
Novoa, Ana								
Pérez, Miguel								
Ramírez,-Huamaní, Yesenia								
González, Antonio								
Bermudes, Pablo								
Totals:								

Estimated Time of Presentation: 10 min
Submitted By: Morales
Date: 04.27.2026

Pertinent Pages in
() Charter, pages
() MOU, pages



A California Public School

Agenda Artículo #IVE

Fecha de la Reunión: 30 de abril de 2026

Tema: Registro de la cuenta bancaria para febrero y marzo de 2026

- Artículo de información
- Aprobación en la Agenda de Consentimiento
- Conferencia (solo para discutir)
- Conferencia/Primera lectura (Acción Anticipado:)
- Conferencia/Acción
- Acción

Comité: Liderazgo Escolar

Recomendación: El Liderazgo Escolar solicita que la Mesa Directiva revise y apruebe el registro de la cuenta bancaria de febrero y marzo de 2026

Documentos adjuntos:

1. Registro de la cuenta bancaria de febrero de 2026
2. Registro de la cuenta bancaria de marzo de 2026

**Language Academy of Sacramento
Check Register
February, 2026**

Check Date	Check Number	Vendor	Inv Description (Bill)	Amount
2/4/2026	12197	Kei'yana Dillard	Basketball Coach Instruction	\$3,000.00
2/4/2026	12198	Kendrick Jackson	Basketball Coach Instruction	\$3,000.00
2/6/2026	12199	Escarenos Construction 1014226	Construction Services	\$3,550.00
2/11/2026	12200	Sacramento Zoo	Field Trip Admissions: 1st Grade on 02/12/26	\$575.00
2/12/2026	12201	Amazon Capital Services	Instructional Materials, Office and tech Materials, Classroom libraries. PD Books	\$5,264.48
2/12/2026	12202	Ascensus	Administrative Fees	\$395.00
2/12/2026	12203	Capitol Elementary	SPED Services	\$6,010.19
2/12/2026	12204	Cecilia Martinez, OTR/L	SPED Services	\$880.00
2/12/2026	12205	Community Initiatives	Student Tutoring Services	\$19,250.00
2/12/2026	12206	Eduardo De Leon	Reimb: Student Appreciation Materials	\$260.00
2/12/2026	12207	EdTec Inc.	Back Office Services: February 2026	\$8,437.50
2/12/2026	12208	Elevator Industries	Elevator Maintenance: February 2026	\$129.79
2/12/2026	12209	Fagen Friedman & Fulfroost LLP	Legal Services	\$84.00
2/12/2026	12210	Ana Luna Franco	Reimb: Instructional Materials / 8th Grade Shirts	\$1,476.21
2/12/2026	12211	Adriana Gutierrez	Reimb: Fundraising Materials	\$4,432.92
2/12/2026	12212	Alex Hayes	Reimb: Instructional Materials	\$145.87
2/12/2026	12213	HD Supply	Custodial Materials	\$1,636.10
2/12/2026	12214	JabberGym, LLC	SPED Services	\$2,275.00
2/12/2026	12215	JCL Electronics, LLC	Technology Support / Technology Materials	\$3,632.66
2/12/2026	12216	K12 Health	SPED Health Services	\$1,264.00
2/12/2026	12217	Learning Solutions	SPED Services	\$9,178.50
2/12/2026	12218	Rosa Lomeli	Reimb: Instructional Materials	\$23.40
2/12/2026	12219	Math Learning Center	Curriculum Materials	\$326.25
2/12/2026	12220	Susana Mercado	Reimb: Club Colibri Field Trip Expenses	\$303.57
2/12/2026	12221	Michael Aoun	Reimb: ELOP Software Materials	\$35.00
2/12/2026	12222	Michael's Transporation Service	Field Trip Transportation: Jaguar Academy on 12/19/26 to Century Arden	\$1,930.00
2/12/2026	12223	NCS Pearson, Inc.	SPED Instructional Materials	\$332.92
2/12/2026	12224	Office Depot	Instructional Materials, Copy Paper, Printer Ink, Office Materials	\$1,992.61
2/12/2026	12225	Ariana Pantoja	Basketball Team Materials	\$420.00
2/12/2026	12226	Sacramento City Unified School District/Accounting Services	Custodial Services: November 2025 / December 2025	\$19,131.93
2/12/2026	12227	UC Regents	Field Trip Admissions: TK	\$160.00
2/12/2026	12228	Veronica Kovats Art	Reimb: Art Materials	\$145.15
2/13/2026	12229	Soccer City	Soccer Team Materials	\$342.56
2/10/2026	ACH	California Credit Union	Various	\$4,996.08
2/23/2026	ACH	California Credit Union	Various	\$2,033.28
2/5/2026	ACH	Marlin Leasing Corp	Phone Services	\$2,533.69
2/21/2026	ACH	Kaiser Foundation Health Plan Inc	Health Benefits - March 2026	\$41,264.19
2/22/2026	ACH	Vision Service Plan - CA	Health Benefits - March 2026	\$1,177.72
2/21/2026	ACH	Western Health Advantage	Health Benefits - March 2025	\$9,886.00
2/22/2026	ACH	Sutter Health Plus	Health Benefits - March 2026	\$22,039.48
2/24/2026	ACH	Mutual of Omaha	Health Benefits - March 2026	5866.66
Total:				\$189,817.71

**Language Academy of Sacramento
March 2026 Check Register**

Check Date	Check Number	Vendor	Inv Description (Bill)	Amount
3/5/2026	12230	Capitol Elementary	SPED Services -Nonpublic School	\$631.18
3/5/2026	12231	Carmen Mejia	Reimb: Parking Expenses	\$20.00
3/5/2026	12232	Claudia Corona	Reimb: SPED Instructional materials	\$15.00
3/5/2026	12233	Eduardo De Leon	Reimb: Conference Travel Expenses	\$280.51
3/5/2026	12234	Department of Justice	Live Scan Services	\$96.00
3/5/2026	12235	EdTec Inc.	Back Office Services: March 2026	\$8,437.50
3/5/2026	12236	Fog Willow Farms	Field Trip Admissions: 2nd Grade	\$792.00
3/5/2026	12237	Ana Luna Franco	Reimb: Fundraising Materials	\$282.38
3/5/2026	12238	Tiffany Gellie	Reimb: Conference Travel	\$2,000.08
3/5/2026	12239	Ann C Hubbell	Reimb: Instruc. Materials / Classroom Lib. / Field Trip Admis	\$2,834.15
3/5/2026	12240	Kelly Flores Velasco	Reimb: ELOP Instructional Materials	\$29.35
3/5/2026	12241	Lizette Acosta-Caro	Reimb: Instructional Materials / Student Council Materials	\$317.29
3/5/2026	12242	Mad Science of Sacramento Valley	ELOP Instructional Services	\$1,558.00
3/5/2026	12243	Michael's Transpiration Service	Field Trip Transportation	\$2,528.50
3/5/2026	12244	Judith M Morales	Reimb: Conf Travel/ Volunteer Appreciation / Soccer Snacks	\$315.97
3/5/2026	12245	Nancy Fuentes	Reimb: Field Trip Admissions	\$62.00
3/5/2026	12246	Office Depot	Office Materials	\$145.68
3/5/2026	12247	Paul Sanchez	Reimb: Live Scan Services	\$23.69
3/5/2026	12248	Pedro Miranda	Landscaping Services	\$900.00
3/5/2026	12249	Miguel Perez	Reimb: Instructional Materials	\$41.83
3/5/2026	12250	Perma-Bound	Library Books	\$1,481.52
3/5/2026	12251	Priscilla Chapa	Reimb: Instructional Materials	\$19.55
3/5/2026	12252	Really Good Stuff, LLC	Instructional Materials: Gutierrez	\$495.58
3/5/2026	12253	Irene Rodriguez	Reimb: Instructional Materials	\$147.95
3/5/2026	12254	SCUSD/Accounting Services	SPOM Services: January 2026 / Fire Inspect Services / Utility Services: Oct-Dec 2025	\$51,873.09
3/5/2026	12255	Scholastic Inc	Classroom Libraries: Chapa	\$335.14
3/18/2026	12256	Amazon Capital Services	Instructional, classroom and custodial Materials, Classroom Libraries	\$6,161.00
3/18/2026	12257	Calidanza Dance Co.	ELOP Instructional Services	\$640.00
3/18/2026	12258	Cecilia Martinez, OTR/L	SPED Services	\$800.00
3/18/2026	12259	David Garcia	Soccer Coaching Services Intramural League	\$1,500.00
3/18/2026	12260	Department of Justice	Live Scan Services	\$64.00
3/18/2026	12261	Ana Luna Franco	Conference Travel Expenses	\$213.10
3/18/2026	12262	Francisca Garcia	Reimb: Instructional Materials / Field Trip Transportation	\$22.00
3/18/2026	12263	Adriana Gutierrez	Reimb: Classroom Libraries	\$823.07
3/18/2026	12264	JabberGym, LLC	SPED Services	\$700.00
3/18/2026	12265	K12 Health	SPED Health Services	\$1,264.00
3/18/2026	12266	Law Office of Jennifer McQuarrie	Legal Services-General	\$130.00
3/18/2026	12267	Learning Solutions	SPED Services	\$12,461.10
3/18/2026	12268	LIFT Aftermath Basketball	ELOP Instructional Services	\$675.00
3/18/2026	12269	Moises Franco	Reimb: Conference Travel Expenses	\$324.46
3/18/2026	12270	Ana Novoa	Reimb: Instructional Materials / Classroom Libraries / Field Trip Expenses	\$151.64
3/18/2026	12271	Office Depot	Instructional Materials, Copy Paper, Office Materials, Printer Ink	\$2,598.42
3/18/2026	12272	One Stone Apparel	School Uniforms	\$1,741.06
3/18/2026	12273	SCUSD/Accounting Services	Facility Lease: January-March 2026 / Oversight Fees	\$137,371.48
3/18/2026	12274	Sierra Nevada Journeys	ELOP Instructional Services	\$25,000.00
3/18/2026	12275	Specialized Elevator Corp.	Elevator Maintenance: March 2026	\$129.79
3/18/2026	12276	Vertex Support Services, LLC	School Lunch Program Services	\$2,216.67
3/26/2026	12277	Maria Anguiano	Reimb: Conference Travel Expenses	\$105.79
3/26/2026	12278	Bianca Gonzalez-Flores	Reimb: Live Scan Services	\$62.00
3/26/2026	12279	Capitol Elementary	SPED Services	\$4,952.77
3/26/2026	12280	Charter Safe	Package Premium / Workers Compensation: April 25/26	\$21,934.00
3/26/2026	12281	El Dorado County of Education	Teacher Induction Program	\$11,000.00
3/26/2026	12282	HD Supply	Custodial Materials	\$1,970.41
3/26/2026	12283	Rebecca Heredia	Reimb: Instructional Materials	\$446.85
3/26/2026	12284	Gemma Jauregui	Reimb: Conference Travel Expenses	\$463.28
3/26/2026	12285	JCL Electronics, LLC	Technology Support / Technology Materials	\$3,357.90
3/26/2026	12286	Juliana McLean	Basketball Scorekeeper	\$200.00
3/26/2026	12287	Learning A-Z	(9330) Educational Software	\$6,524.27
3/26/2026	12288	Lets Gets Moovin!	ELOP Instructional Services	\$11,100.00
3/26/2026	12289	Lizette Acosta-Caro	Reimb: Classroom Library	\$450.08
3/26/2026	12290	Office Depot	Printer Ink, Instructional Materials	\$1,014.41
3/26/2026	12291	Ariana Pantoja	Reimb: SPED Materials	\$49.72
3/26/2026	12292	Pedro Miranda	Landscaping Services	\$900.00
3/26/2026	12293	Perma-Bound	Library Books	\$3,737.63
3/26/2026	VOID	Rainforth Grau Architects (check number 12294)	Core Facilities Modernization: Phase 2	\$523,561.44
3/26/2026	12295	Scholastic Inc	Classroom Libraries: Vargas	\$387.75
3/26/2026	12296	Tao Rossini, APC	Legal Services-Facilities	\$4,547.50
3/26/2026	12297	Veronica Kovats Art	Reimb: Art Materials	\$213.58
3/4/2026	ACH	California Credit Union	Various	\$1,612.84
3/17/2026	ACH	California Credit Union	Various	\$1,386.06
3/5/2026	ACH	Marlin Leasing Corp	Phone Services	\$2,533.69
3/26/2026	ACH	Mutual of Omaha	Health Benefits - April 2026	\$5,866.66
3/26/2026	ACH	Vision Service Plan - CA	Health Benefits - April 2026	\$1,177.72
3/26/2026	ACH	Kaiser Foundation Health Plan Inc	Health Benefits - April 2026	\$42,656.41
3/26/2026	ACH	Western Health Advantage	Health Benefits - April 2026	\$9,886.00
3/26/2026	ACH	Sutter Health Plus	Health Benefits - April 2026	\$22,494.48
Total:				\$955,243.97



Agenda Item# IVF

Board Meeting Date: April 30, 2026

Subject: Monthly Financials

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/Second Reading (Action Anticipated: _____)
- Conference/Action
- Action

Committee: School Leadership

Financials remain on track with the budget, with a few variances between Adopted Budget and the March 2026 financials. This variance is primarily attributed to state LCFF adjustments and second apportionment reporting. LAS projected to end FY26 with a strong surplus of approximately \$597k (up from \$505K), increasing the ending fund balance to about \$15.2M (roughly 138% of annual expenses).

Total expenses are projected at \$11.03M, only about \$34k higher than the previous forecast, with no major variances.

- **Compensation and benefits** remain flat to the prior forecast and are 70% spent year-to-date
- **Books and supplies** are projected about \$21.6k above the prior forecast, driven largely by higher spending on educational software and instructional materials, but the category is still under 50% spent year-to-date, leaving flexibility for the remainder of the year.
- **Services and other operating** are projected to be about \$12.8k higher than the prior forecast, reflecting increased items like fundraising and printing related costs
- **Depreciation and debt service** are unchanged versus forecast, with depreciation at 75% spent and interest at 40% spent, as expected for fixed, non-discretionary costs.

Documents Attached:

1. March 2026 Monthly Financials



Agenda Artículo# IVF

Fecha de la Reunión: 30 de abril de 2026

Tema: Datos financieros mensuales

- Artículo de información
- Aprobación en la Agenda de Consentimiento
- Conferencia (solo para discutir)
- Conferencia/Primera lectura (Acción Anticipado: _____)
- Conferencia/Acción
- Acción

Comité: Liderazgo Escolar

Las cuentas siguen ajustadas al presupuesto, con algunas variaciones entre el presupuesto aprobado y los datos financieros de marzo de 2026. Esta variación se debe principalmente a los ajustes estatales del LCFF y a la presentación de informes sobre la segunda asignación. Se prevé que LAS cierre el año fiscal 2026 con un sólido superávit de aproximadamente \$597 mil dólares (frente a los \$505,000 anteriores), lo que elevará el saldo final de los fondos a unos \$15.2 millones de dólares (aproximadamente el 138 % de los gastos anuales).

Se prevé que los gastos totales alcancen los \$11.03 millones de dólares, solo unos \$34,000 más que la previsión anterior, sin variaciones significativas.

- **Remuneraciones y prestaciones** se mantienen en línea con la previsión anterior y se ha gastado el 70 % en lo que va de año
- **Libros y material** se prevé que superen en unos \$21,600 la previsión anterior, debido en gran medida al mayor gasto en software educativo y material didáctico, pero la categoría aún no ha alcanzado el 50 % de gasto en lo que va de año, lo que deja margen aceptable para el resto del año.
- **Los servicios y otros gastos operativos** se prevén unos \$12,800 por encima de la previsión anterior, lo que refleja el aumento de partidas como los costes relacionados con la recaudación de fondos y la impresión
- **La amortización y el servicio de la deuda** se mantienen sin cambios respecto a la previsión, con un 75 % de la amortización gastado y un 40 % de los intereses gastados, tal y como se esperaba para los costes fijos y no discrecionales.

Documentos adjuntos:

1. Estados financieros mensuales de marzo de 2026

Language Academy
Income Statement
As of Mar FY2026

	Actual			YTD	Budget & Forecast					
	Jan	Feb	Mar	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY										
Revenue										
LCFF Entitlement	1,094,172	-	-	3,707,247	8,426,065	8,387,690	8,488,269	100,579	4,781,022	44%
Federal Revenue	-	-	-	-	303,468	313,923	323,757	9,834	323,757	0%
Other State Revenues	152,828	-	103,630	496,998	2,656,438	2,697,945	2,710,560	12,615	2,213,562	18%
Local Revenues	1,868	1,765	2,308	23,062	48,300	54,300	57,300	3,000	34,238	40%
Fundraising and Grants	1,586	329	-	42,354	35,000	42,582	42,861	279	507	99%
Total Revenue	1,250,453	2,094	105,938	4,269,661	11,469,271	11,496,440	11,622,747	126,306	7,353,086	37%
Expenses										
Compensation and Benefits	707,410	706,232	731,644	5,440,908	7,718,386	7,738,469	7,738,381	87	2,297,473	70%
Books and Supplies	23,871	14,165	21,973	244,551	436,486	474,105	495,721	(21,616)	251,170	49%
Services and Other Operating Expenditures	142,744	156,661	273,024	1,305,681	1,914,773	1,875,751	1,888,506	(12,755)	582,825	69%
Depreciation	68,228	68,228	68,228	614,048	822,128	822,128	822,128	-	208,080	75%
Other Outflows & Amortization	-	-	-	32,261	80,628	80,628	80,628	-	48,367	40%
Total Expenses	942,253	945,285	1,094,869	7,637,450	10,972,401	10,991,081	11,025,365	(34,284)	3,387,915	69%
Net Income	308,201	(943,191)	(988,931)	(3,367,789)	496,870	505,359	597,382	92,023	3,965,171	
Fund Balance										
Beginning Balance (Unaudited)					14,117,260	14,617,822	14,617,822	-		
Audit Adjustment					-	(8,168)	(8,168)	-		
Beginning Balance (Audited)					14,117,260	14,609,654	14,609,654	-		
Net Income					496,870	505,359	597,382	92,023		
Ending Fund Balance					14,614,130	15,115,013	15,207,036	92,023		
Fund Balance as a % of Expenses					133%	138%	138%	0%		

Language Academy
Income Statement
As of Mar FY2026

	Actual			YTD	Budget & Forecast					
	Jan	Feb	Mar	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
KEY ASSUMPTIONS										
Enrollment Summary										
K-3					304	304	304	-		
4-6					199	199	199	-		
7-8					132	132	132	-		
Total Enrolled					635	635	635	-		
ADA %										
K-3					95.0%	95.0%	95.9%	0.9%		
4-6					95.0%	95.0%	97.3%	2.3%		
7-8					95.0%	95.0%	96.0%	1.0%		
Average ADA %					95.0%	95.0%	96.3%	1.3%		
ADA										
K-3					288.80	288.80	291.48	2.68		
4-6					189.05	189.05	193.60	4.55		
7-8					125.40	125.40	126.71	1.31		
Total ADA					603.25	603.25	611.79	8.54		

Language Academy
Income Statement
As of Mar FY2026

		Actual			YTD	Budget & Forecast					
		Jan	Feb	Mar	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE											
LCFF Entitlement											
8011	Charter Schools General Purpose Entitlement - State Aid	427,956	-	-	2,187,330	5,442,341	5,052,517	4,840,309	(212,208)	2,652,979	45%
8012	Education Protection Account Entitlement	366,240	-	-	732,480	1,139,371	1,490,821	1,577,504	86,683	845,024	46%
8096	Charter Schools in Lieu of Property Taxes	299,976	-	-	787,437	1,844,352	1,844,352	2,070,456	226,104	1,283,019	38%
SUBTOTAL - LCFF Entitlement		1,094,172	-	-	3,707,247	8,426,065	8,387,690	8,488,269	100,579	4,781,022	44%
Federal Revenue											
8181	Special Education - Entitlement	-	-	-	-	89,175	89,175	99,009	9,834	99,009	0%
8291	Title I	-	-	-	-	179,679	187,945	187,945	-	187,945	0%
8292	Title II	-	-	-	-	21,714	23,781	23,781	-	23,781	0%
8294	Title IV	-	-	-	-	12,900	13,022	13,022	-	13,022	0%
SUBTOTAL - Federal Revenue		-	-	-	-	303,468	313,923	323,757	9,834	323,757	0%
Other State Revenue											
8319	Other State Apportionments - Prior Years	-	-	-	6,184	-	6,184	6,184	-	-	100%
8381	Special Education - Entitlement (State)	99,630	-	103,630	407,164	553,500	553,500	561,336	7,836	154,172	73%
8382	Special Education Reimbursement (State)	4,480	-	-	22,898	48,085	49,777	52,048	2,271	29,150	44%
8550	Mandated Cost Reimbursements	-	-	-	12,035	12,036	12,036	12,036	-	1	100%
8560	State Lottery Revenue	48,718	-	-	48,718	172,009	171,379	173,805	2,426	125,088	28%
8590	All Other State Revenue	-	-	-	-	570,679	594,064	594,064	-	594,064	0%
8591	Prop 28 Arts & Music in Schools	-	-	-	-	102,306	113,183	113,265	82	113,265	0%
8593	Expanded Learning Opportunities Program	-	-	-	-	994,340	994,340	994,340	-	994,340	0%
8596	Other State Revenue 6	-	-	-	-	203,482	203,482	203,482	-	203,482	0%
SUBTOTAL - Other State Revenue		152,828	-	103,630	496,998	2,656,438	2,697,945	2,710,560	12,615	2,213,562	18%
Local Revenue											
8636	Uniforms	135	183	-	4,857	12,000	12,000	12,000	-	7,143	40%
8638	Merchandise Sales	-	-	-	-	1,300	1,300	1,300	-	1,300	0%
8660	Interest	1,733	1,582	1,687	15,302	9,000	15,000	18,000	3,000	2,698	85%
8670	Fees and Contracts	-	-	-	-	6,000	6,000	6,000	-	6,000	0%
8693	Field Trips	-	-	-	288	15,000	15,000	15,000	-	14,712	2%
8699	All Other Local Revenue	-	-	-	1,994	5,000	5,000	5,000	-	3,006	40%
8999	Uncategorized Revenue	-	-	621	621	-	-	-	-	(621)	
SUBTOTAL - Local Revenue		1,868	1,765	2,308	23,062	48,300	54,300	57,300	3,000	34,238	40%
Fundraising and Grants											
8801	Donations - Parents	-	329	-	4,493	5,000	5,000	5,000	-	507	90%
8802	Donations - Private	556	-	-	8,316	5,000	8,316	8,316	-	-	100%
8803	Fundraising	1,030	-	-	29,544	25,000	29,265	29,544	279	-	100%
SUBTOTAL - Fundraising and Grants		1,586	329	-	42,354	35,000	42,582	42,861	279	507	99%
TOTAL REVENUE		1,250,453	2,094	105,938	4,269,661	11,469,271	11,496,440	11,622,747	126,306	7,353,086	37%

Language Academy
Income Statement
As of Mar FY2026

	Actual			YTD	Budget & Forecast					
	Jan	Feb	Mar	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
EXPENSES										
Compensation & Benefits										
Certificated Salaries										
1100 Teachers Salaries	261,384	264,466	274,707	1,926,568	2,701,117	2,620,984	2,620,984	-	694,416	74%
1101 Teacher - Stipends	-	-	-	-	56,000	72,000	72,000	-	72,000	0%
1102 Title I/SES Tutoring	-	-	-	-	57,000	57,000	57,000	-	57,000	0%
1103 Teacher - Substitute Pay	11,984	17,676	18,433	117,412	124,483	124,483	124,483	-	7,072	94%
1300 Certificated Supervisor & Administrator Salaries	13,757	13,757	13,757	123,813	165,084	165,084	165,084	-	41,271	75%
1311 SPED Certificated	50,381	56,524	54,338	386,319	522,361	522,361	522,361	-	136,042	74%
1920 Other Cert - Summer	-	-	-	-	134,000	149,500	149,500	-	149,500	0%
1940 Other Certificated Supervisor & Admin Salaries	14,021	14,021	14,021	98,144	135,870	135,870	135,870	-	37,727	72%
SUBTOTAL - Certificated Salaries	351,526	366,444	375,256	2,652,255	3,895,915	3,847,281	3,847,281	-	1,195,026	69%
Classified Salaries										
2100 Classified Instructional Aide Salaries	11,955	14,467	14,939	99,610	138,147	138,147	138,147	-	38,537	72%
2103 SPED Classified	10,070	13,556	14,449	96,311	146,683	147,835	147,835	-	51,523	65%
2104 Summer School Classified	-	-	-	-	54,374	49,000	49,000	-	49,000	0%
2200 Classified Support (Intervention Tutoring)	14,520	19,551	19,803	119,677	176,400	183,000	183,000	-	63,323	65%
2300 Classified Supervisor & Administrator Salaries	11,387	10,352	11,387	100,932	119,503	119,503	119,503	-	18,571	84%
2400 Classified Clerical & Office Salaries	28,752	24,881	23,401	212,316	292,824	292,824	292,824	-	80,509	73%
2900 Classified Other Salaries	12,154	12,989	13,457	98,448	138,277	138,277	138,277	-	39,829	71%
2905 Other Classified - After School	59,186	52,285	51,942	402,168	532,638	591,638	591,638	-	189,470	68%
2925 Other Classified - Childcare	-	-	-	-	1,400	1,400	1,400	-	1,400	0%
2930 Other Classified - Maintenance/Grounds	20,579	23,612	22,401	178,278	233,432	247,976	247,976	-	69,698	72%
SUBTOTAL - Classified Salaries	168,602	171,693	171,780	1,307,740	1,833,678	1,909,600	1,909,600	-	601,860	68%
Employee Benefits										
3100 STRS	66,444	68,235	70,205	484,952	744,120	734,831	709,335	25,495	224,383	68%
3300 OASDI-Medicare-Alternative	18,210	18,845	19,066	141,096	179,395	180,430	188,706	(8,276)	47,610	75%
3400 Health & Welfare Benefits	88,131	72,438	80,577	726,296	920,967	920,967	920,967	-	194,671	79%
3500 Unemployment Insurance	296	314	318	2,260	14,414	14,414	14,414	-	12,155	16%
3600 Workers Comp Insurance	6,374	-	6,365	60,468	68,755	69,083	69,083	-	8,615	88%
3900 Other Employee Benefits	7,827	8,264	8,078	65,841	61,143	61,863	78,995	(17,132)	13,153	83%
SUBTOTAL - Employee Benefits	187,282	168,095	184,609	1,480,913	1,988,794	1,981,588	1,981,500	87	500,587	75%
Books & Supplies										
4100 Approved Textbooks & Core Curricula Materials	-	326	-	34,841	100,000	125,000	125,000	-	90,159	28%
4101 SPED Textbooks	-	-	-	-	5,000	5,000	5,000	-	5,000	0%
4200 Books & Other Reference Materials	-	1,731	3,265	15,208	62,500	62,500	62,500	-	47,292	24%
4201 Library Resources	-	1,482	3,798	12,532	7,450	7,450	12,532	(5,082)	-	100%
4315 Custodial Supplies	2,811	1,846	2,195	25,353	32,464	32,464	32,464	-	7,111	78%
4320 Educational Software	16,942	1,332	6,524	73,495	50,000	65,619	73,495	(7,876)	-	100%
4325 Instructional Materials & Supplies	1,667	5,043	5,357	43,658	35,000	35,000	43,658	(8,658)	-	100%
4330 Office Supplies	939	1,492	583	9,553	10,000	10,000	10,000	-	447	96%
4335 PE Supplies	-	7	-	4,321	10,300	10,300	10,300	-	5,979	42%
4340 Professional Development Supplies	167	43	100	410	1,000	1,000	1,000	-	590	41%
4352 Garden	-	-	-	3,845	2,060	4,060	4,060	-	215	95%
4354 ASES Materials	1,023	361	-	5,176	6,180	6,180	6,180	-	1,004	84%
4355 Summer School Materials	-	-	-	-	4,532	4,532	4,532	-	4,532	0%
4356 SPED Consumables	275	501	151	2,993	5,000	5,000	5,000	-	2,007	60%
4410 Classroom Furniture, Equipment & Supplies	-	-	-	9,023	50,000	30,000	30,000	-	20,977	30%
4420 Computers: individual items less than \$5k	-	-	-	502	30,000	20,000	20,000	-	19,498	3%
4423 Classroom Noncapitalized items 1	-	-	-	-	10,000	10,000	10,000	-	10,000	0%

Language Academy
Income Statement
As of Mar FY2026

		Actual			YTD	Budget & Forecast					
		Jan	Feb	Mar	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
4430	Non Classroom Related Furniture, Equipment & Supplies	46	-	-	3,641	15,000	40,000	40,000	-	36,359	9%
	SUBTOTAL - Books and Supplies	23,871	14,165	21,973	244,551	436,486	474,105	495,721	(21,616)	251,170	49%
	Services & Other Operating Expenses										
5210	Conference Fees	5,424	-	-	6,622	20,000	20,000	20,000	-	13,378	33%
5215	Travel - Mileage, Parking, Tolls	1,433	148	986	3,392	5,150	5,150	5,150	-	1,758	66%
5220	Travel and Lodging	5,720	349	3,537	11,872	26,000	26,000	26,000	-	14,128	46%
5305	Dues & Membership - Professional	-	1,090	-	3,798	15,914	15,914	15,914	-	12,116	24%
5450	Insurance - Other	15,565	-	15,569	186,814	186,785	186,785	186,814	(29)	-	100%
5515	Janitorial, Gardening Services & Supplies	10,544	29,666	900	82,847	124,800	124,800	124,800	-	41,953	66%
5535	Utilities - All Utilities	-	40,511	-	90,866	108,212	108,212	108,212	-	17,346	84%
5605	Equipment Leases	2,534	2,534	2,534	20,941	36,750	36,750	36,750	-	15,809	57%
5610	Rent	-	-	52,172	125,692	169,158	169,158	169,158	-	43,466	74%
5615	Repairs and Maintenance - Building	119	1,858	130	2,821	30,000	20,000	20,000	-	17,179	14%
5616	Repairs and Maintenance - Computers	978	543	148	4,599	15,000	5,000	5,000	-	401	92%
5617	Repairs and Maintenance - Other Equipment	-	-	-	1,261	2,705	2,705	2,705	-	1,444	47%
5803	Accounting Fees	10,395	-	-	36,525	27,583	38,020	38,020	-	1,496	96%
5804	Parent Trainings	-	-	-	75	1,591	1,591	1,591	-	1,516	5%
5805	Administrative Fees	2,217	396	2,217	8,720	10,609	10,609	10,609	-	1,889	82%
5806	Assemblies	-	-	-	1,356	5,305	5,305	5,305	-	3,949	26%
5809	Banking Fees	-	15	-	15	500	500	500	-	485	3%
5812	Business Services	8,438	8,438	8,438	76,078	101,250	101,250	101,250	-	25,172	75%
5813	Board Development	-	-	-	-	3,000	3,000	3,000	-	3,000	0%
5818	SPED Legal Fees	388	84	-	1,878	5,000	5,000	5,000	-	3,123	38%
5824	District Oversight Fees	-	-	85,200	85,200	91,952	91,952	91,952	-	6,752	93%
5827	ELO-P Expenses	32,864	26,808	40,835	158,732	400,000	325,000	325,000	-	166,268	49%
5830	Field Trips Expenses	17,526	8,262	1,049	45,526	57,680	57,680	57,680	-	12,154	79%
5836	Fingerprinting	93	120	126	2,718	3,183	3,183	3,183	-	465	85%
5839	Fundraising Expenses	3,313	7,766	2,642	47,173	38,935	38,935	47,173	(8,238)	-	100%
5845	Legal Fees	495	-	4,678	5,283	6,000	6,000	6,000	-	718	88%
5851	Marketing and Student Recruiting	-	-	-	-	1,299	1,299	1,299	-	1,299	0%
5852	Prop 28 Expenses	-	-	-	-	56,306	56,306	56,306	-	56,306	0%
5857	Payroll Fees	4,452	2,625	2,212	23,362	16,232	34,232	34,232	-	10,870	68%
5860	Printing and Reproduction	3,047	1,702	4,595	29,037	25,000	25,000	29,037	(4,037)	-	100%
5861	Prior Yr Exp (not accrued)	-	-	-	15,890	-	-	-	-	(15,890)	-
5863	Professional Development	-	-	11,000	23,536	30,000	30,000	30,000	-	6,464	78%
5869	Special Education Contract Instructors	9,519	20,239	20,178	88,410	182,475	182,475	182,475	-	94,065	48%
5872	Special Education SELPA Fee	3,866	-	4,403	15,231	22,494	22,494	22,946	(452)	7,715	66%
5874	Sports	-	343	6,267	6,610	8,000	8,000	8,000	-	1,390	83%
5875	Staff Recruiting	-	-	-	-	1,379	1,379	1,379	-	1,379	0%
5878	Student Assessment	-	-	-	22,298	16,338	25,000	25,000	-	2,702	89%
5881	Student Information System	-	-	-	20,476	12,188	21,000	21,000	-	524	98%
5887	Technology Services	3,510	3,090	3,210	43,725	35,000	45,000	45,000	-	1,275	97%
5899	Miscellaneous Operating Expenses	-	-	-	67	-	67	67	-	-	100%
5910	Communications - Internet / Website Fees	239	12	-	508	2,000	2,000	2,000	-	1,492	25%
5915	Postage and Delivery	18	13	-	1,153	3,000	3,000	3,000	-	1,847	38%
5920	Communications - Telephone & Fax	51	51	-	4,577	10,000	10,000	10,000	-	5,423	46%
	SUBTOTAL - Services & Other Operating Exp.	142,744	156,661	273,024	1,305,681	1,914,773	1,875,751	1,888,506	(12,755)	582,825	69%
	Capital Outlay & Depreciation										
6900	Depreciation	68,228	68,228	68,228	614,048	822,128	822,128	822,128	-	208,080	75%
	SUBTOTAL - Capital Outlay & Depreciation	68,228	68,228	68,228	614,048	822,128	822,128	822,128	-	208,080	75%
	Other Outflows & Amortization										
7438	Long term debt - Interest	-	-	-	32,261	80,628	80,628	80,628	-	48,367	40%

Language Academy
Income Statement
As of Mar FY2026

	Actual			YTD	Budget & Forecast					
	Jan	Feb	Mar	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUBTOTAL - Other Outflows & Amortization	-	-	-	32,261	80,628	80,628	80,628	-	48,367	40%
TOTAL EXPENSES	942,253	945,285	1,094,869	7,637,450	10,972,401	10,991,081	11,025,365	(34,284)	3,387,915	69%