



FENTON CHARTER PUBLIC SCHOOLS

The mission of the Fenton Charter Public Schools is to offer a high quality innovative education to all students in a safe, secure, nurturing environment where students, parents and staff become a community of learners achieving collaborative and successful outcomes.

FCPS: 8928 B Sunland Boulevard, Sun Valley, CA 91352 • (818) 962-3630

FACS: 11828 Gain Street, Lake View Terrace, CA 91342 • (818) 896-7482

SMBCCS: 1022 North Van Ness Avenue, Los Angeles, CA 90038 • (323) 469-0971

FPC: 11351 Dronfield Avenue, Pacoima, CA 91331 • (818) 485-5900

STEM and FCLA: 8926 Sunland Boulevard, Sun Valley, CA 91352 • (818) 962-3636

REGULAR MEETING - BOARD OF DIRECTORS

March 4, 2021 – 4:30 P.M.

Join Zoom Meeting: <https://us02web.zoom.us/j/89260201502>

Meeting ID: 892 6020 1502

AGENDA

Instructions for Presentations to the Board by Parents and Citizens

The Fenton Charter Public Schools (“Charter Schools”) welcome your participation at the Charter Schools’ Board meetings. The purpose of a public meeting of the Board of Directors (“Board”) is to conduct the affairs of the Charter Schools in public. Your participation assures us of continuing community interest in our Charter Schools.

MODIFIED MEETING PROCEDURES DURING COVID-19 (CORONAVIRUS) PANDEMIC:

As per Executive Order N-29-20 from Governor Newsom, the meetings of the Board of Directors of the Fenton Charter Public Schools will move to a virtual/teleconference environment using Zoom. The purpose of the Governor’s executive order is to control the spread of Coronavirus and to reduce and minimize the risk of infection by “limiting attendance at public assemblies, conferences, or other mass events.” The Governor’s executive order on March 20, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location. The intent is not to limit public participation, but rather to protect public health by following the Governor’s Stay at Home executive order and the Los Angeles County’s “Safer at Home” order.

Instructions for public comments at board meetings conducted via Zoom:

If you wish to make a public comment, please follow these instructions:

1. A Google survey “sign-up” will be open to members of the public 30 minutes prior to the public meeting. This survey will take the place of the “speaker cards” available at meetings. <https://bit.ly/2wDdxrM>
2. Speakers will fill in their names and select if they wish to address the board regarding a specific agenda item or a non-agenda item.
3. Speakers are asked to attend the board meeting virtually through the Zoom invitation link on the top of the agenda.
4. When it is time for the speaker to address the board, his/her name will be called by the Board Chair and the requesting speaker’s microphone will be activated.
5. Speakers should rename their Zoom profile with their real name to expedite this process.
6. After the comment has been given, the microphone for the speaker’s Zoom profile will be muted.

I. PRELIMINARY

- A. **Call to Order** – Chairperson of the Board – Joe Lucente
- B. **Roll Call** – Secretary of the Board – Mercedes Meeks
- C. **Approval of the Agenda** – Chair Lucente

The Chair will request any amendments to the agenda, and then approval.

- D. **Minutes of Previous Regular Meeting** - Chair Lucente

Minutes of the January 28, 2021 Regular Meeting of the Board of Directors will be presented for approval.

II. COMMUNICATIONS

- A. **Presentations from the Public** – Chair Lucente

Any persons present desiring to address the Board of Directors on any proper matter.

Agenda items: No individual presentation shall be for more than five (5) minutes and the total time for this purpose shall not exceed thirty (30) minutes per agenda item.

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.

Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

- B. **Committee/Council Reports**

- 1. **Finance Committee:** *Sarah Ananta, Maria Patrón (FPC); Holly Putnam, AJ Smith (SMBCCS); Jennifer Hines (FCLA); Dominica Yasuda (STEM)*
Budget, Facilities and Safety Council: *Tony Peña, Marty Penner (FACS)*
- 2. **Instruction Committee:** *Lisa Ibarra, Jacqueline Penner (FPC); Kimberly Kiser, Carmen Solis (SMBCCS); Yesenia Fuentes (FCLA); Paige Piper (STEM)*
Curriculum and Assessment Council: *Lee Melo, Christopher Torres (FACS)*
- 3. **Personnel Committee:** *Karen Knapp, Coco Salazar (FPC); Tiene Hauck, Megan Stevenson (SMBCCS); Stephanie Garcia (FCLA); Priscilla Gentry (STEM)*
Human Resource and Personnel Council: *Leanna Hendrix, Mercedes Meeks (FACS)*
- 4. **Parent/Community Advocacy Committee:** *Gurpreet Gill, Bridget Ruiz (FPC); Ariana Gomez, Evelia Manzo (SMBCCS); Bridget Badro (FCLA); Elizabeth Marquez (STEM)*
School-Community Relations Council: *Angel Garcia, Tiffany Walker (FACS)*

- a. **School Site Council**

b. **English Learner Advisory Committee**

C. **Financial Business Manager's Report:** Kristin Dietz, Vice President, EdTec - FCPS
Financial Business Manager

The Financial Business Manager will present the most current financial statements, cash flow position, and any variations in revenues and expenditures from the approved 2020-2021 budgets for all sites. Ms. Dietz will also present the FY21 forecast update through January 2021. These updated financials were submitted to the LAUSD for the Second Interim Financial Report and will be included in the exhibits starting on page 20 of presentation.

D. **Directors' Reports**

1. Fenton Avenue Charter School (FACS) – *Mrs. Leticia Padilla Parra*
2. Santa Monica Boulevard Community Charter School (SMBCCS) – *Mr. Cary Rabinowitz*
3. Fenton Primary Center (FPC) – *Mr. Richard Parra*
4. Fenton STEM Academy (STEM) – *Mrs. Jennifer Miller*
5. Fenton Charter Leadership Academy (FCLA) – *Mrs. Jennifer Miller*

E. **Chief Academic Officer's Report and LCAP Update** – Dr. David Riddick

F. **Executive Director's Report:** Irene Sumida

III. **CONSENT AGENDA ITEMS**

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

There are no items scheduled for the Consent Agenda.

IV. **ITEMS SCHEDULED FOR ACTION**

- A. **Recommendation to receive and file the June 30, 2020 consolidated audit report for the Fenton Charter Public Schools**
- B. **Recommendation to certify Second Interim Report**
- C. **Recommendation to approve new three-year Master Services Agreement with EdTec, Inc.**

- D. **Recommendation to approve Resolution #45: Resolution of the Board of Directors of the Fenton Charter Public Schools Authorizing the Transfer of Funds from the Fenton Charter Public Schools General Account to Fenton STEM Academy and Fenton Charter Leadership Academy**
- E. **Recommendation to approve expenditures for items above spending authority of the Executive Director**
- F. **Recommendation to approve budget reduction items for the 2021-2022 school year**

V. **ITEMS SCHEDULED FOR INFORMATION**

- A. **Update on FCPS OPEB Trust**
- B. **Progress on expansion of FCLA and STEM**

VI. **ANNOUNCEMENTS**

VII. **ADJOURNMENT**

The next regular meeting of the Board of Directors of the Fenton Charter Public Schools will be held on Thursday, April 15, 2021 at 4:30 pm via Zoom meeting.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meeting of the FCPS Board of Directors, please contact the main office of either Fenton Avenue Charter School or the Fenton Primary Center at (818) 896-7482. Notification of 72 hours prior to the meeting will enable FCPS to make reasonable arrangements to ensure accommodations and accessibility to this meeting. Upon request, FCPS shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with disabilities.

**UNAPPROVED MINUTES
FENTON CHARTER PUBLIC SCHOOLS
BOARD OF DIRECTORS MEETING**

January 28, 2021

A meeting of the Board of Directors of the Fenton Charter Public Schools was held on Thursday, January 28, 2021, at 4:30 p.m. via Zoom (<https://zoom.us/j/528616088>)

I. PRELIMINARY

A. Call to Order – Chairperson of the Board – Joe Lucente

The Board of Directors meeting was called to order at 4:32 p.m. by the Board Chair, Joe Lucente

B. Roll Call – Secretaries of the Board – Kelley Christenson and Veronica Palazzola

Board Members Present

Yvette King-Berg, *Community Representative*

Daniel Laughlin, *Parent Representative*

Joe Lucente, *Community Representative*

Jed Wallace, *Community Representative*

Walter Wallace, *Community Representative*

Board Members Not Present

Diane Abeyta, *Parent Representative*

C. Approval of the Agenda – Chair Lucente

Mrs. Sumida asked that Item IV.B. be pulled from the agenda. The final audit will be presented for review and receipt by the Board at the March 4, 2021 meeting.

On **MOTION** of Yvette King-Berg, **SECONDED** by Jed Wallace and **CARRIED** by a vote of 5 (YES) and 0 (NO), the Agenda (Item I.C.) was approved as amended.

Aye: (5) Yvette King-Berg, Daniel Laughlin, Joe Lucente,
Jed Wallace, Walter Wallace

Nay: (0)

Abstentions: (0)

D. Approval of Minutes

Minutes of Previous Regular Meeting – Chair Lucente

On **MOTION** of Yvette King-Berg, **SECONDED** by Daniel Laughlin and **CARRIED** by a vote of 5 (YES) and 0 (NO), the minutes of the December 3, 2020 Regular Meeting (Item I.E.) were approved as presented.

Aye: (5) Yvette King-Berg, Daniel Laughlin, Joe Lucente,
Jed Wallace, Walter Wallace
Nay: (0)
Abstentions: (0)

II. COMMUNICATIONS

A. Presentations from the Public – Chair Lucente

There were no presentations from the public.

B. Committee/Council Reports

Minutes of all meetings held by any committee and/or council were sent to the Board Members prior to this meeting.

There were no further reports by committees/councils.

C. Financial Business Manager’s Report

Kristin Dietz, Vice President of EdTec, and Financial Business Manager of the FCPS, presented the following information:

- Consolidated net income is \$2.12M, an increase from the previous forecast of \$427K. The main drivers for this change include:
 - Additional ASCIP rebates (\$277K consolidated increase in revenue)
 - True up of SB740 reimbursements based on appraised rental values obtained during the bond deal (\$189K consolidated increase in revenue)
 - Shifts and corrections to staff resulting in savings (\$48K consolidated decrease in expense)
 - Continued expense for hotspots at FACS with no ESSER funds available to cover additional costs (\$44K increase in expense)
- All schools fully spent LLM CRF funds by 12/30/2020 despite deadline extension. Other CARES funds remain unspent.
- Cash balances remain strong throughout the year, except for STEM and FCLA which are currently expected to need cash assistance at the end of FY21 and into FY22.

E. Directors’ Reports

Fenton Avenue Charter School (FACS) – Leticia Padilla Parra, Director, reported.

Santa Monica Boulevard Community Charter School (SMBCCS) – Cary Rabinowitz, Director, reported.

Fenton Primary Center (FPC) – Richard Parra, Director, reported.

Fenton STEM Academy (STEM) – Jennifer Miller, Director, reported.

Fenton Charter Leadership Academy (FCLA) – Jennifer Miller, Director, reported.

F. Chief Academic Officer’s Report

Fenton Charter Public Schools (FCPS) – Dr. David Riddick, Chief Academic Officer reported.

G. Executive Director’s Report

Fenton Charter Public Schools (FCPS) – Irene Sumida, Executive Director, reported.

III. CONSENT AGENDA ITEMS

A. Recommendation to receive and file 2019-2020 School Accountability Report Card (SARC) documents for Fenton Avenue Charter School, Fenton Primary Center, Santa Monica Boulevard Community Charter School, Fenton STEM Academy and Fenton Charter Leadership Academy

On **MOTION** of Jed Wallace, **SECONDED** by Yvette King-Berg and **CARRIED** by a vote of 5 (YES) and 0 (NO), the recommendation to approve the Consent Agenda (Item III.A.) was approved as presented.

Aye: (5) Yvette King-Berg, Daniel Laughlin, Joe Lucente,
Jed Wallace, Walter Wallace

Nay: (0)

Abstentions: (0)

IV. ITEMS SCHEDULED FOR ACTION

A. Recommendation to adopt revised Conflict of Interest Policy as per SB 126

On **MOTION** of Jed Wallace, **SECONDED** by Yvette King-Berg and **CARRIED** by a vote of 5 (YES) and 0 (NO), the recommendation to adopt the revised Conflict of Interest Policy as per SB 126 (Item IV.A.) was approved as presented.

Aye: (5) Yvette King-Berg, Daniel Laughlin, Joe Lucente,
Jed Wallace, Walter Wallace

Nay: (0)

Abstentions: (0)

B. Recommendation to review draft of June 30, 2020 consolidated audit for FCPS

Item IV.B. was pulled from the agenda by the Executive Director.

C. Recommendation to approve three-year contract with Schwab Actuarial Services for FASB ASC 715 Valuation and Cash Funding Projections related to OPEB obligations

On **MOTION** of Yvette King-Berg, **SECONDED** by Walter Wallace and **CARRIED** by a vote of 5 (YES) and 0 (NO), the recommendation to approve the three-year contract

with Schwab Actuarial Services for FASB ASC 715 Valuation and Cash Funding Projections related to OPEB obligations (Item IV.C.) was approved as presented.

Aye: (5) Yvette King-Berg, Daniel Laughlin, Joe Lucente,
Jed Wallace, Walter Wallace

Nay: (0)

Abstentions: (0)

D. Recommendation to apply for the In-Person Instruction Grant and approve the COVID Safety Plan for Fenton Avenue Charter School, Fenton Primary Center, Santa Monica Boulevard Community Charter School, Fenton STEM Academy and Fenton Charter Leadership Academy

On **MOTION** of Daniel Laughlin, **SECONDED** by Walter Wallace and **CARRIED** by a vote of 5 (YES) and 0 (NO), the recommendation to apply for the In-Person Instruction Grant and approve the COVID Safety Plan for Fenton Avenue Charter School, Fenton Primary Center, Santa Monica Boulevard Community Charter School, Fenton STEM Academy and Fenton Charter Leadership Academy (Item IV.D.) was approved as presented.

Aye: (5) Yvette King-Berg, Daniel Laughlin, Joe Lucente,
Jed Wallace, Walter Wallace

Nay: (0)

Abstentions: (0)

V. ITEMS SCHEDULED FOR INFORMATION

A. Form 700 Filers

B. Update on FCPS OPEB Trust

C. Progress on expansion of FCLA and STEM

D. Strategies for Balancing Budgets in Future Years

These were information items only and no action was taken.

VI. ANNOUNCEMENTS

The next regular meeting of the Board of Directors of the Fenton Charter Public Schools will be held on Thursday, March 4, 2021 at 4:30 pm via Zoom meeting.

VII. ADJOURNMENT

The meeting was adjourned at 6:17 p.m.

Respectfully submitted: Kelley Christenson
Secretary of the Board

Veronica Palazzola
Secretary of the Board

II. B.

Committee and Council Reports

FENTON CHARTER PUBLIC SCHOOLS

*Fenton Avenue Charter School
Unapproved Minutes of the Budget, Facilities, and Safety Council*

**February 10, 2021
7:16 AM**

AGENDA

Join Zoom Meeting
<https://us02web.zoom.us/j/83284848351>

Meeting ID: 832 8484 8351
Passcode: FACS

Call to Order: Martin Penner and Tony Pena, Co-Chairs

The Budget, Facilities, and Safety Council was called to order at 7:16 a.m. by Co-Chair Tony Pena.

Roll Call: Mary Ann McPherson, Secretary

Members Present: Barbara Ausherman, Barbara Aragon, Vanessa Ettleman, Leticia Padilla Parra, Tony Pena, Martin Penner, Cheryl Perkins, Christie Collins, Jessi Tello, Ann Velasco, Mimi Whang

Members Excused: Geina Addison, David Valle

Additions/Corrections to the Agenda: Tony Pena -Co-Chair

Item #1 **Minutes from the January 20, 2021 meeting of the Budget, Facilities, and Safety Council** (*Motion to Approve*)

On MOTION of Vanessa Ettleman, SECONDED by Martin Penner, and CARRIED, the minutes of the Budget, Facilities, and Safety Council from January 20, 2021 were approved as submitted.

Presentations from the Public: Tony Pena-Co-Chair

Item #2 There were no presentations from the public.

Old Business: There was no old business.

New Business:

Item #3 **Budget Update (LCAP Goal 3) – Leticia Padilla Parra, Director**
(*Informational Item*)

Mrs. Padilla Parra updated the council on the current FACS budget. She shared that currently FACS is at a positive operating income of almost \$464,500.

Included in this number are the distribution of one-time funds FACS received due to the Covid-19 pandemic. As these funds are not recurring, she explained FACS will need to strategically plan ahead and look for ways to make up for this difference in the budget in order to ensure the sustainability of our school. She also presented some pending items that represented a cost savings for the organization as a whole which included various fees trending lower than expected such as classified aide salaries, contracted SPED services, and substitute fees.

Our current enrollment at FACS is at 608 students, and next year recruitment and enrollment will continue to be an important priority. It is hoped that the material revision for FACS will pass and with the addition of sixth grade as well as the addition of kindergarten on campus, our increased enrollment numbers will reflect increased ADA funding. If the material revision is not approved for the new school year our overall enrollment is expected to be considerably lower than our present numbers. Mrs. Padilla Parra mentioned other cost saving ideas including using morning aides to teach psychomotor class in the morning, with grade level meeting taking place in the morning. This would also unfortunately mean no T.A. time for teachers.

Mrs. Padilla Parra will continue to provide more information on the budget to staff as it is forthcoming.

Announcements: There were no announcements.

Next Regular Meeting: To Be Determined

Adjournment:

On MOTION of Fanny Adnitt, SECONDED by Cheryl Perkins, and CARRIED, the Budget, Facilities and Safety Council adjourned at 7:46 a.m. The next regular meeting of the council is to be determined.

Respectfully Submitted by Mary Ann McPherson

FENTON CHARTER PUBLIC SCHOOLS
Fenton Avenue Charter School
Curriculum and Assessment Council

Friday, February 12, 2021
7:20 a.m.

Minutes

Call to Order: Lee Melo and Christopher Torres, Co-Chairs

Roll Call: Robin McNutt, Secretary

Additions/Corrections to the Agenda: Lee Melo and Christopher Torres, Co-Chairs

Members Present: Patricia Aparicio, Barbara Aragon, Jacqueline Claudio, Emily Gillmore, Chelsey Kubik, Otilia Lopez, Robin McNutt, Lee Melo, Leticia Padilla Parra, Jessi Tello, Christopher Torres, Rebecca Williamson

Non- Council Members Present: N/A

Members Excused: N/A

Members Not Present: N/A

Approval of Minutes: Lee Melo and Christopher Torres, Co-Chairs

Item #1 **Approval of Minutes from the January 14, 2021 meeting of the Curriculum and Assessment Council,** Lee Melo and Christopher Torres, Co-Chairs (*Motion to Approve*)

On Motion of Otilia Lopez, SECONDED by Rebecca Williamson, and CARRIED, the minutes of the Curriculum and Assessment Council from January 14th, 2021 were approved as submitted.

Presentations from the Public: Lee Melo and Christopher Torres, Co-Chairs

Item #2 **Any persons desiring to address the Curriculum and Assessment Council on any proper matter,**

Old Business: **There is no old business.**

New Business:

Item #3 **Budget Update, 2020-2021, (LCAP Goal 3),** Leticia Padilla Parra, FACS Director (*Informational Item*)

Mrs. Padilla Parra shared a budget update for the 2020-2021 school year. In our current budget projection, FACS has a net positive funding. During the pandemic, one-time C.A.R.E.S. funds have been a way to continue to fund the currently budgeted expenditures. In the future, FACS will need to explore other options for funding and reducing expenses.

Item #4 **2021-2022 FCPS Letter of Intent, (LCAP Goal 3)**, Leticia Padilla Parra, FACS Director (*Informational Item*)

Last week, Dr. Riddick shared a Letter of Intent via a Google Form for all FCPS staff to fill out. As such is the first step in the Reorganization process, next steps will be determined by selecting grade preferences. Currently, dates have not yet been set for these Reorganization steps. At this time, all FACS staff have stated their intent to remain in the 2021-2022 school year.

Item #5 **FACS and FPC Material Revision Requests**, Leticia Padilla Parra, FACS Director (*Informational Item*)

As previously mentioned, the reorganization process is awaiting more information pertaining to approval of the FACS Materials Revision Request. LAUSD remains in contact with FACS administrators, but the Board has not yet placed the request on their agenda. It is hoped that the request can be reviewed and approved soon, with plenty of time to allow for planning and preparation to serve 6th grade and Kindergarten students for next school year. Not only would the addition of these two grades be helpful to the FACS community, but it would be an added boost to our current enrollment. Several parents of current 5th grade students have expressed interest in keeping their child at FACS next year for 6th grade. In the next week, Mrs. Padilla Parra will be sharing a Parent Survey with 5th grade teachers to be shared with families on ClassDojo and ClassTag. These results will also help with planning for the amount of 6th grade classes needed for next year if the FACS Material Revision were to be approved.

Item #6 **State Testing Update (LCAP Goal 1, AMO 3 & 4)**, Barbara Aragon, FACS Assistant Director (*Informational Item*)

Ms. Aragón shared that, since January, student orientations with English Language Learners have been held to prepare students for the upcoming implementation of the ELPAC assessment. Ms. Aragón has joined each General Education teachers' Daily Zoom and met with the English Language Learners in a Breakout Room to highlight the practice platforms and testing expectations. Parents were also sent informational letters in January and, in March, parent meetings are being scheduled to prepare parents, both in English and Spanish. The ELPAC Speaking domain will begin administration the week of February 22nd, with Ms. Aragón and Ms. Ramos individually assessing students in Breakout Rooms. All other domains will be administered beginning in March. Video quick clips were shared with all teachers to begin preparing teachers for how to navigate the CAASPP website, in anticipation of ELPAC and SBAC both. Ms. Aragón also shared a video with staff at a staff meeting that showed how to administer a test remotely. There are several new updates for remote implementation of both of these assessments, and all teachers are encouraged to begin watching the videos detailing said updates.

Item #7 **Distance Learning Expectations Classroom Visits, (LCAP Goal 1)**, Jessi Tello, FACS Assistant Director (*Informational Item*)

Mr. Tello plans to visit each classroom during the week of March 1st to review Distance Learning Expectations with all FACS students, in an effort to boost morale and build better habits. He also plans to share the BRIGHT Poster Art Contest with all FACS students, in which students can design a new poster for the school. Initially, Mr. Tello had planned to visit classrooms this past week, but had to reschedule these visits due to the implementation of i-Ready Diagnostic testing. Teachers have already filled out a set of Google Slides sharing notes with Mr. Tello about Areas of Need and Strength with their classes.

Announcements:

Next Regular Meeting: TBD

Adjournment:

On the **MOTION** of Patricia Aparicio, **SECONDED** by Chelsey Kubik, and **CARRIED**, the Curriculum Assessment Council adjourned at 7:40 a.m.

Minutes submitted respectfully by Robin McNutt

FENTON CHARTER PUBLIC SCHOOLS
Fenton STEM Academy
Instruction Committee
February 24, 2020

Zoom Meeting
<https://us02web.zoom.us/j/89556687324>
Meeting ID: 895 5668 7324
Passcode: INST

Minutes

A meeting of the Instruction Committee was held on Wednesday, January 23, 2021 at 7:15 A.M. via Zoom meeting link <https://us02web.zoom.us/j/81301926477>

Call to Order: Paige Piper, Chairperson

The Instruction Committee was called to order at 7:21, by Chair, Paige Piper.

Roll Call: Alejandra Muñoz, Secretary

Instruction Committee Members Present: Paige Piper, Ana Soto Gutierrez, Alejandra Muñoz, Lilia Padilla-Zuniga, Elisa Vallejo, Jennifer Miller, Jennifer Pimentel, Romelia Lagunas

Non-Committee Members: Yesenia Fuentes, Lindsey Western, Nicole Langlois, Cecilia Quijano,

Members Excused: None

Additions/Corrections to the Agenda: Paige Piper, Chairperson

Approval of Minutes from August: Paige Piper, Chairperson

Item #1 **Minutes from the December 15, 2020 meeting of the Instruction Committee.**
(Motion to Approve)

On **MOTION** of Alejandra Muñoz, **SECONDED** by Elisa Vallejo, and **CARRIED**, the minutes from the December 15, 2020 meeting of the STEM Instruction Committee were approved.

Presentations from the Public: Paige Piper, Chairperson

Item #2 **Any persons desiring to address the Instruction Committee on any proper matter.**

New Business:

Item #3 **Preliminary Results of i-Ready Diagnostic Assessment, (LCAP 1, AMO 1-4),**
Jennifer Miller, Director *(Informational Item)*

Mrs. Miller presented the committee with the Preliminary Results of the i-Ready Diagnostic
FCPS Agenda – 3/4/21

Assessment. Results and completion rates are better than initially predicted. 90% of students have completed their Reading Diagnostic Assessment, whereas 84% have completed their Math Diagnostic. Based on the reading scores, 46% of students are in the Tier 1 category, 37% scored in the Tier 2 category, and 23% are in the Tier 3 category. In math, 36% of students are in the Tier 1 category, 42% of students placed in Tier 2, and 22% of students are in the Tier 3 category. The testing window remains open until the end of February, so students still have time to finish testing. Teachers were reminded that not all students may finish their assessments.

Item #4 **ELPAC Summative Remote Assessment, (LCAP 3, AMO 4),**
Jennifer Pimentel, Assistant Director (*Informational Item*)

Mrs. Pimentel provided information regarding the ELPAC Summative Assessment, which will be administered to students who have been previously identified as English Learners. For STEM, a total of 68 students from TK – 6th grade will be assessed. We had originally planned to administer the test remotely, but now small groups of TK-2nd grade students will test in person. This is due to the fact that their test is given in a 1:1 setting and can be completed in one session. For 3rd – 6th grade and 2nd grade writing, the test will be administered remotely. For upper grade students, the Listening, Reading, and Writing tests are administered in a group setting and in a 1:1 setting for the speaking portion. This would have required students to be brought to campus on multiple occasions and would simply not be feasible for parents. The exception will be upper grade SPED students, who may need to test in person in order to meet their needs. Remote testing will require students to have their camera and microphone on. The TOMS testing platform now has these options built in to their system. Students will login to Zoom to receive their session link and will then switch to the testing platform. Test settings have already been updated for students with designated supports and accommodations. Students testing remotely will receive login cards with their SSID, Zoom link, testing date and time. They will be sent to parents digitally via ClassDojo. Students in 2nd through 6th grade will attend an information session on remote testing on Friday, February 26th at 12:30 pm. Teachers will be emailed the Zoom information to pass along to students. Any parents who prefer not to send their child to test in person, will have the option of testing remotely. This year, teachers will not be pulled to assist with testing. Instead, Mrs. Quijano, Ms. Palma, Ms. Orozco, and Mrs. Pimentel have already completed the necessary trainings and will be administering the assessment. Mrs. Pimentel will assess STEM 2nd (writing) – 6th grade. Mrs. Quijano will assess FCLA 2nd (writing) – 6th grade. Ms. Orozco will test TK, 1st and 2nd in person and Ms. Palma will test 1st and 2nd grade for both schools. Mrs. Pimentel ended with a special thank you to all those assisting with the Summative ELPAC.

Item #5 **Probationary Teacher Formal Spring Observations, (LCAP 3),**
Jennifer Miller, Director (*Informational Item*)

Mrs. Miller informed the committee that observations have been scheduled for our probationary teachers and will take place in the coming weeks. The observation lesson will be focused on math instruction, and the use of explicit direct instruction and student engagement. Mrs. Miller provided a thank you to lead teachers for assisting our new teachers.

Item #6 **FCPS COVID-19 Plan (Updated),**
Jennifer Miller, Director (*Informational Item*)

Mrs. Miller presented the committee with the updated FCPS COVID-19 Safety plan. Dr. Riddick has written a consolidated plan for the FCPS organization. Since the plan pertains to safety, it is non-negotiable. The safety plan explicitly indicates what a stable cohort of students should look like according to LA County. Based on these guidelines, FCPS can have a maximum of 14 students in one space. At present, it is predicted that only 25 – 50% of parents will want to send their students on

campus. The safety plan also indicates that a maximum of two adults may interact with students (However, this count does not include adult assistants). The COVID-19 Safety Plan can be found on any of the Fenton schools' websites on the top header. Teachers are advised to review this document at their earliest convenience.

Item #7 School Closure/Reopening Update, (LCAP Goal 3),
Jennifer Miller, Director, (*Informational Item*)

Mrs. Miller provided the committee with an update on our School Closure/Reopening. Dr. Riddick and the directors continue to work with our faculty representatives and will meet again in two weeks to have a better indication of trends and next steps. FCPS will be surveying all stakeholders, including teachers and parents. We will continue to monitor LA County rates and LAUSD negotiations. There is some discussion of assembly bills mandating reopening schools by a certain date. Although it is not CDC guidance, FCPS wants everyone to have access to vaccinations before returning to school, so that we can be as safe as possible. Vaccines for educators may be available as early as March 1st, with some teachers having already booked appointments. We are currently looking to have an in-person hybrid model that mimics our current synchronous instructional time (8:00 – 12:00 pm). The hybrid model is tentatively scheduled to begin in either April or May. Although FCPS would like to give teachers and families at least a 30-day notice, due to the fast-changing trends, this may not be feasible. Upon our return, all staff are expected to work from campus (counselors, paraprofessionals, teachers), in order to ensure an equitable work environment. Faculty representatives will continue to receive input from teachers. Beginning February 24th, teachers will have access to their classrooms (but please note there is no internet this week). Beginning Monday, March 1st, teachers may work from their classrooms. Beginning March 4th, students will be able to participate in assessments at school (SPED, ELD) and beginning March 8th, a group of pilot teachers will be allowed to work with students in their classrooms.

Announcements:

None

Next Regular Meeting: TBD

Adjournment:

On **MOTION** of Elisa Vallejo, **SECONDED** by Paige Piper and **CARRIED**, the Instruction Committee meeting was adjourned at 8:11 AM.

Minutes submitted respectfully by: Alex Muñoz

FENTON CHARTER PUBLIC SCHOOLS
Fenton Charter Leadership Academy
Instruction Committee
February 24, 2021

A meeting of the Instruction Committee was held on Wednesday, February 24th at 7:15 a.m. via Zoom.

Call to Order: Yesenia Fuentes, Chairperson

The Instruction Committee meeting was called to order at 7:19 a.m. by Chair, Yesenia Fuentes.

Roll Call: Yesenia Fuentes, Chair

Instruction Committee Members Present: Jennifer Miller, Jennifer Pimentel, Yesenia Fuentes, Lindsey Western, and Nicole Langlois

Excused Members: Susana Orozco

Non-Committee Members Present: Cecilia Quijano, Lilia Padilla Zuniga, Alex Munoz, Paige Piper, Ana Gutierrez, Romelia Lagunas, and Elisa Vallejo

Additions/Corrections to the Agenda: Yesenia Fuentes, Chairperson

Mrs. Miller will be presenting Item #5: Probationary Teacher Formal Spring Observations.

Approval of Minutes from December 15, 2020: Yesenia Fuentes, Chairperson

Item #1 **Minutes from the December 15, 2020 meeting of the Instruction Committee.**
(Motion to Approve)

On **MOTION** of Nicole Langlois, **SECONDED** by Lindsey Western, and **CARRIED**, the minutes from the December 15, 2020 meeting of the FCLA Instruction Committee were approved.

Presentations from the Public: Yesenia Fuentes, Chairperson

Item #2 **Any persons desiring to address the Instruction Committee on any proper matter.**

There were no presentations from the public.

Old Business:

There was no old business.

New Business:

Item #3 **Preliminary Results of i-Ready Diagnostic Assessment (LCAP 1, AMO 1-4)**
Jennifer Miller, FCLA/STEM Director *(Informational Item)*

Mrs. Miller presented the committee with i-Ready diagnostic results. 91% of FCLA students have completed the Reading assessment and 88% of students have completed the Math assessment. In Reading, 42% of students are meeting grade level standards, 32% of students are progressing, and 26% of students are in Tier 3. In Math, 29% of students are meeting grade level standards, 43% of students are progressing, and 28% of students are in Tier 3. Teachers can view their students' i-Ready Diagnostic Results in many formats including tiers and domains.

Item #4 ELPAC Summative Remote Assessment (LCAP 3, AMO 4)

Jennifer Pimentel, Assistant Director (*Informational Item*)

Mrs. Pimentel informed the committee that a total of 74 kids from Transitional Kindergarten through 6th will be taking the Summative ELPAC. Initially, it was planned that the test would be administered remotely, but it will now be administered in-person for students in TK through 2nd grade. Students will be assessed in a one-on-one setting. For 3rd through 6th grades and 2nd grade writing, the assessment will be given remotely. The upper grade assessments for Listening, Reading, and Writing will be given in a group setting, and will be administered one on one for Speaking. Remote testing will require students to have their camera and microphone on, an option now built into the TOMS testing system. SPED students may test in person if they need to receive all of their test accommodations and supports. For students testing remotely, log in cards with all necessary information will be sent to parents through ClassDojo. An information session for students in grades 2nd through 6th will take place on Friday, February 26, 2021 at 12:30 p.m. Parent notification letters for remote testing and the statewide CAASPP assessment will be sent to parents this week. TK through 2nd grade parents are being contacted to schedule their in-person session. They will also have the option to take the test remotely if they will not send their child in person. Teachers will not be pulled to assist with testing this year. Mrs. Pimentel, Mrs. Quijano, Ms. Palma, and Ms. Orozco have been trained to administer the assessments remotely and in person.

Item #5 Probationary Teacher Formal Spring Observations (LCAP Goal 3)

Jennifer Miller, FCLA/STEM Director (*Informational Item*)

Mrs. Miller informed the committee that Probationary Teacher Formal Spring Observations have been scheduled for the month of March. The teachers will present a math lesson with a focus on direct explicit instruction. Mrs. Miller looks forward to seeing all of the hard work and dedication from our amazing teachers.

Item #6 FCPS COVID-19 Plan (Updated)

Jennifer Miller, FCLA/STEM Director (*Informational Item*)

Mrs. Miller informed the committee that every Fenton school must have a Covid Safety Plan. This is a consolidated plan that includes all components from previous drafts. It is a non-negotiable plan because it revolves around safety. Fenton has consulted with lawyers, having all parts of the plan reviewed to ensure compliance. The FCPS COVID-19 Plan can be found on all FCPS websites. Mrs. Miller encourages all staff to be familiar with this plan because it will guide our school's operations.

Item #7 School Closure/Reopening Update (LCAP Goal 3)

Jennifer Miller, FCLA/STEM Director (*Informational Item*)

Mrs. Miller informed the committee of updates regarding the reopening of our school. The Faculty Representatives and administrators have been discussing all of the logistics regarding the reopening of the campus. The administration will survey parents and teachers for input and feedback. The in-person hybrid model will likely mimic our current 8 a.m. to 12 p.m. synchronous instruction, with breaks for

teachers and students throughout. This hybrid model may begin as early as April or May. Eventually, all staff will return to campus for in-person teaching. Families will have the option to opt out of in-person instruction and remain online. The students that remain online will still attend class via Zoom. An instructional model is still in the process of being created. Beginning March 1st, teachers can work from their classrooms. Starting March 8th, a group of Pilot Teachers will be allowed to work in-person with students from their class. Please email Mrs. Miller if you are interested in being a Pilot Teacher.

Announcements:

There were no announcements.

Next Regular Meeting: TBD

Adjournment:

On **MOTION** of Nicole Langlois, **SECONDED** by Yesenia Fuentes, and **CARRIED**, the Instruction Committee meeting was adjourned at 8:10 a.m.

Minutes respectfully submitted by: Lindsey Western, Secretary

FENTON CHARTER PUBLIC SCHOOLS
Fenton Avenue Charter School
Human Resource and Personnel Council

Unapproved Minutes of the Human Resource and Personnel Council
February 11, 2021

Call to Order: Leanna Hendrix and Mercedes Meek, Council Co-Chairs

The Human Resource and Personnel Council meeting was called to order at 7:16 a.m. by Council Co-Chair, Leanna Hendrix.

Roll Call: Karen Scharf, Secretary

Members Present: Lizette Adkisson, Marya Asadurian, Lillian De La Torre, Leanna Hendrix, Mercedes Cordoba-Meeks, DeAnn Michiels, Ariana Oliva, Karen Scharf, Elsie Torres, Mrs. Padilla-Parra, Ms. Aragon, and Mr. Tello

Members Excused: Karla Contreras and David Valle

Additions/Corrections to the Agenda: Mercedes Cordoba Meeks, Council Co-Chair

There were no additions/corrections to the agenda.

Approval of Minutes from, January 13, 2021: Leanna Hendrix, Council Co-Chair

Item #1 Minutes from the January 13, 2021 meeting of the Human Resource and Personnel Council (*Motion to Approve*)

On **MOTION** of Lizette Adkisson, **SECONDED** by DeAnn Michiels, and **CARRIED**, the minutes were approved as submitted.

Presentations from the Public: Mercedes Meeks, Council Co-Chair

There were no presentations from the public.

Item #2 **Any person(s) desiring to address the Human Resource and Personnel Council on any proper matter.**

Old Business: None

New Business:

Item #3 **Budget Update, 2020-2021 (LCAP Goal 3)**, Leticia Padilla Parra, FACS Director (*Informational Item*)

Mrs. Padilla-Parra shared “The Working vs. Theoretical Forecast” budget informational sheet with the council. This year, FACS net income has been in a

positive position due to the CARES ACT monies that were received. The outlook for the future however, without the CARES ACT monies, could potentially place FACS in a negative net income scenario as funding is dependent on enrollment numbers. Mrs. Padilla-Parra shared this information with FACS, as plans for sustainability are considered. Mrs. Padilla-Parra will inform FACS of any future updates that come from the State and Federal level that could affect FAC's budget.

Item #4 **2021-2022 FCPS Letter of Intent (LCAP 3)**, Leticia Padilla Parra, FACS Director (*Informational Item*)

Mrs. Padilla-Parra shared that FACS has received all of the Letters of Intent for the 2021-2022 school year. Currently, all staff members are planning to return to FACS. She informed the council that Reorganization may be dependent on the Material Revision's approval as well as the timeframe in which FACS will receive it's standing. If it is approved in a timely manner, FACS would serve 6th grade students in the coming school year. However, if the Material Revision is not approved, the school would continue to serve 3rd – 5th grade students for the 2021-2022 school year.

Item #5 **FACS and FPC Material Revision Requests**, Leticia Padilla Parra, FACS Director (*Informational Item*)

FACS continues to await word from the Los Angeles Unified School District regarding the approval of The Material Revision.

Announcements:

Next Regular Meeting: TBD

Adjournment:

On **MOTION** of Mercedes Cordoba Meeks, **SECONDED** by Lizette Adkisson, and **CARRIED**, the Human Resource and Personnel Council meeting adjourned at 7:32 a.m.

Minutes respectfully submitted by: Karen Scharf

FENTON CHARTER PUBLIC SCHOOLS

Santa Monica Blvd. Community Charter School Personnel Committee

Tuesday, February 23, 2021

7:16 a.m.-Zoom Virtual Meeting: <https://us02web.zoom.us/j/82212420267>

Password: 709878

Minutes

Call to Order: Tiene Hauck and Megan Stevenson, Co-Chairs

Roll Call: Tiene Hauck and Megan Stevenson, Co-Chairs

Personnel Committee Members Present: Gaby Arroyo, Monica Castañeda, Shanjana Chowdhury, Rachel Cohen, Tiene Hauck, Beth Henschel, Sandra Hernandez, Marie Kirakossian, Grace Lotker, Lisa Morales, Christy Namkung, Megan Stevenson, Cary Rabinowitz, Zoe Weiss

Excused Members: Robin Rodriguez

Absent: N/A

Non-committee Members Present: Walter Gomez

Additions/Corrections to the Agenda: Tiene Hauck and Megan Stevenson, Co-Chairs

Approval of Minutes: Tiene Hauck and Megan Stevenson, Co-Chairs

Item #1 **Approval of Minutes from the December 15, 2020 meeting of the Personnel Committee:** Tiene Hauck and Megan Stevenson, Co-Chairs
(*Motion to Approve*)

On **MOTION** of Gaby Arroyo, **SECONDED** by Lisa Morales, and **CARRIED**. The minutes were approved as submitted.

Presentations from the Public: Tiene Hauck and Megan Stevenson, Co-Chairs

Item #2 **Any persons desiring to address the Personnel Committee on any proper matter.**

Old Business: **There is no old business.**

New Business:

Item #3 **School Closure/Reopening Updates (LCAP Goal 3),** Cary Rabinowitz, Director
(*Informational Item*)

The state's Covid cases have dropped below the threshold of 25 cases per 100,000. A meeting is scheduled today with the Faculty Reps, admin, and Dr. Riddick to discuss reopening our schools, as well as LAUSD and the teachers' union plans. There will also be discussions about teachers coming back to campus to work in their

classrooms, testing at school, and material distribution. Material distribution is tentatively scheduled by March 8. Teachers are asked to provide questions to the Faculty Reps for the meeting this afternoon.

The governor has discussed incentives for reopening. The state legislature did not approve the first one, but there is a new incentive being discussed. The deadline to submit applications for this extra money is March 1. Vaccine distribution may begin for teachers on March 1. The governor has stated 10% of the vaccines would be set aside for the teachers. There have also been discussions of reopening April 8 or April 15, but the date is not confirmed. LAUSD will be opening for special groups, i.e. special education students to receive specialized supports and sports team, on March 1.

Item #4 **Probationary Teacher Formal Spring Observations (LCAP Goal 3), Cary Rabinowitz, Director (*Informational Item*)**

Probationary teachers' observations are underway. They include a pre-observation, a formal observation, and a post-observation for each teacher. Thank you to the administrators, Angie Ferri, and the lead teachers for supporting our teachers and this process. Mr. Rabinowitz is looking forward to the observations.

Item #5 **Budget Update (LCAP Goal 3), Cary Rabinowitz, Director (*Informational Item*)**

At the January 28, 2021 Board meeting, Fenton's budget was discussed. Last year, the ADA was frozen when we were closed. Our enrollment and attendance were at approximately 97%. We are continually being funded by the 2019-2020 school year ADA. For the 2021-2022 school year, we will continue to be funded based on the 2019-2020 school year. The 2022-2023 school year may be funded by the 2020-2021 school year. This may cause a big drop in funding. The Board is proposing specific norms for the organization to match the reduced budget. The proposal would be implemented for the next school year. The changes would affect personnel from administration, teacher assistants to office staff and security.

There are also proposed health benefit changes to help with reduction of costs for the schools.

Announcements:

Next Regular Meeting: TBD

Adjournment:

On **MOTION** of Sandra Hernandez, **SECONDED** by Grace Lotker, and **CARRIED**. The Personnel Committee adjourned at 7:36 a.m.

FENTON CHARTER PUBLIC SCHOOLS

*Fenton Avenue Charter School
School Community Relations Council*

February 17, 2021

Minutes

Call to Order: Tiffany Walker, Co-Chair Angel Garcia, Co-Chair

The School Community Relations Council meeting was called to order at 7:23a.m. by Council Co-Chair Angel Garcia.

Roll Call: Katherine Sheppard, Secretary

Members Present: Barbara Aragón, Myriam Arechiga, Angel Garcia, Anna Garcia, Leticia Padilla Parra, Lorena Sanchez, Katherine Sheppard, Jessi Tello, Saul Ulloa

Members Not Present: Evelyn Neglia, Tiffany Walker

Additions/Corrections to the Agenda: Leticia Padilla Parra, FACS Director

There were no corrections made.

Presentations from the Public: Leticia Padilla Parra, FACS Director

Item #1: Minutes from the January 21, 2021 meeting of the School Community Relations Council (*Motion to Approve*)

On the **MOTION** of Lorena Sanchez, **SECONDED** by Anna Garcia, and **CARRIED**, the minutes of the School-Community Relations Council from January 21, 2021 were approved as submitted.

Item #2: Any persons desiring to address the School Community Relations Council on any proper matter.

N/A

New Business:

Item #3 **Budget Update, 2020-2021** (LCAP Goal 3), Leticia Padilla Parra, FACS Director (Informational Item)

Mrs. Padilla Parra shared a budget update for the 2020-2021 school year. In our current budget projection, FACS has a net positive funding. During the pandemic, one-time C.A.R.E.S. funds, along with using last year's ADA, have been ways to continue to fund the currently budgeted expenditures. If we had to base the budget on the current ADA, FACS' budget would be in the negative. In the future, FACS will need to explore other options for funding and reducing

expenses.

Item #4 **FACS and FPC Material Revision Requests**, Leticia Padilla Parra, FACS Director (Informational Item)

FACS continues to wait to hear from LAUSD regarding the Materials Revision, which would allow FACS to serve both Kindergarten and 6th grade students for the 2021-2022 school year. It is hoped that the request can be reviewed and approved soon, with plenty of time to allow for planning and preparation to serve 6th grade and Kindergarten students for next school year. Not only would the addition of these two grades be helpful to the FACS community, but it would be an added boost to our current enrollment and future budget.

Item #5 **Distance Learning Expectations Classroom Visits** (LCAP Goal 1), Jessi Tello, FACS Assistant Director (Information Item)

Mr. Tello sent out new dates to visit classrooms regarding how students can best handle the distance learning environment. Mr. Tello asked teachers for input on what is going well and what areas need improvement, and will use this information to guide the conversation.

Item #6 **March Parent Update Meetings** (LCAP Goal 3), Barbara Aragon, FACS Assistant Director & Leticia Padilla Parra, FACS Director (Informational Item)

Ms. Aragon shared that there will be two dates for meeting with parents to address ELPAC and SBAC testing. The first meeting is set for Tuesday, March 16, for Spanish speaking parents. The second meeting will be held on Thursday, March 18, for English speaking parents. The dates were organized this way due to the ELPAC videos being set to one language or the other. Although information was sent to parents, the purpose of the meetings is to answer parents' questions about testing and to hopefully give updates on the Material Revision.

Item #7 **Enrollment for the 2021-2022 School Year**, Leticia Padilla Parra, FACS Director (Informational Item)

Mrs. Padilla Parra informed the council that enrollment for the 2021-2022 school year will begin on March 1. Advertising for enrollment will be challenging due to the uncertainty of the Material Revision. Printed flyers and cards are on hold for the moment in hopes of hearing from LAUSD soon. We are letting parents know about the possibility of having Kindergarten and 6th grade next year, but cannot take official applications yet. Mr. Tello is creating videos for social media that highlight our wonderful school culture.

Announcements:

Next Regular Meeting: TBA

Adjournment: On **MOTION** of Lorena Sanchez, **SECONDED** by Myriam Arechiga, and **CARRIED**, the School Community Relations Council meeting adjourned at 7:41 a.m.

Minutes respectfully submitted by: Katherine Sheppard

FENTON CHARTER PUBLIC SCHOOLS
Fenton Primary Center

*Unapproved Minutes of the
Parent Advocacy Committee*

February 19, 2021

A meeting of the Parent Advocacy Committee was held on Friday, February 19, 2021 at 1:00 p.m. via Zoom Meeting ID: 839 9624 4184.

Call to Order: Bridget Ruiz, Co-Chair

The Parent Advocacy Committee Meeting was called to order at 1:01 p.m. by Co-Chair, Bridget Ruiz.

Roll Call: Paola Ramirez, Secretary

Members Present: Gurpreet Gill, Bridget Ruiz, Wendy Kaufman, Richard Parra, Sirui Thomassian, Paola Ramirez, Judy Lee, Sandra Lee, Sandra Valle, Abigail Lopez-Dee, Cindy Soto

Members Excused: Caitlin McMabell, Tony Pena, Laura Vasquez, Max Young

Additions/Corrections to the Agenda: Gurpreet Gill, Co-Chair

There were two corrections made to the agenda.

Corrections:

Item # 5 Dr. Seuss will be removed from title.

Item # 8 will be discussed at a later date.

Approval of Minutes from January 15, 2021: Bridget Ruiz, Co-Chair

One correction was made to the January 15, 2021 minutes: the next regular meeting was postponed to February 19, 2021 instead of February 12, 2021 as stated.

Item #1 **Minutes from the January 15, 2021 meeting of the Parent Advocacy Committee**
(Motion to Approve)

On **MOTION** of Richard Parra, **SECONDED** by Wendy Kaufman and **CARRIED**, the minutes of the Parent Advocacy Committee Meeting of January 15, 2021 were approved as submitted.

Presentations from the Public: Bridget Ruiz, Co-Chair

Item #2 **Any persons desiring to address the Parent Advocacy Committee on any proper matter.**

There were no presentations from the public.

Old Business: None

New Business:

Item #3 **LAUSD Oversight Visit (LCAP 1, AMO 1)**, Richard Parra, FPC Director
(Informational)

Mr. Parra shared that we have submitted all of our documentation with an updated list of items. Our administrative team created four virtual binders with hundreds of documents that were shared with the district. The binders were submitted Thursday. Virtual classroom visits will take place March 2nd at 9:00 a.m. for a time frame of two hours. Teachers who were selected to be observed are Sarah Ananta (TK), Erika Quinonez (1st grade), and Lisa Ibarra (2nd grade).

Item #4 **Material Revision and Charter Renewal Updates (LCAP Goals 1-3)**, Richard Parra, FPC Director
(Informational)

Mr. Parra shared that we are currently awaiting updates that could be delayed until April and postpone our re-organization. Mr. Parra is working on a charter renewal draft which he will be sharing with the committees and staff in order to discuss details for next year.

Item #5 **Read Across America Week (LCAP 2, AMO 2)**, Wendy Kaufman, FPC Assistant Director
(Informational)

A 45-minute presentation will be presented on March 3rd instead of March 2nd due to the oversight visit. Some committee members will meet to finalize details of the school wide assembly. More information will be shared with staff via e-mail.

Item #6 **FCPS Opening Plan (LCAP 3, AMO 5 &6)**, Richard Parra, FPC Director
(Informational)

Mr. Parra shared that a draft for an opening plan with basic requirements is currently posted on our school website. Planning regarding hours, hybrid model, staff organization, and parent input is still pending. More accurate information will be developed before being presented to families. There will be a meeting with staff representatives next week to discuss further planning.

Item #7 **Enrollment Committee Update (LCAP 2, AMO 2)**, Sirui Thomassian, FPC Assistant Director
(Informational)

Mrs. Thomassian shared that we are waiting for banners, bumper stickers and postcards that have been ordered through PIP. Postcards will go out to over 700 families in the Northeast Valley community. The first round of postcards will be mailed out starting Monday, February 22nd. The second round will be mailed out in March. The third and final round will be mailed out in May. At the next material distribution, families will receive a yard sign, postcards, and bumper stickers to help spread the word.

Item #8 **Spring Material Distribution (LCAP 2, AMO1 & 2)**, Richard Parra, FPC Director
(Motion to Approve)

Postponed for next agenda as dates are not yet finalized.

Item #9 **March Parent Conferences (LCAP 2, AMO 2)**, Richard Parra, FPC Director
(Informational)

The Parent Conference memo will go out next week via email so teachers can start preparing for conferences. Parent conferences will be held the week of March 22nd. Teachers should look out for the translation schedule as well.

Item #10 **RIF Distribution/Update (LCAP 3, AMO 3)**, Gurpreet Gill, FPC PAC Co-Chair
(*Informational*)

Thank you, Mrs. Soto, for picking up the books that will need to be sorted prior for distribution. Read Across America week will be the next literacy event although the books will not be distributed to families until the next material distribution. Mrs. Soto has graciously volunteered to pick up the last set of books. March 19th is the deadline to submit the 2nd book event report.

Item #11 **PAC Night Meeting Update (LCAP 2, AMO 1)**, Bridget Ruiz, FPC PAC Co-Chair
(*Informational*)

The Night Meeting will be postponed to March 8th at 5:00 pm. Co-chairs will work on a flyer to be sent out next week through Class Dojo.

Announcements: There were no announcements.

Next Regular Meeting: Monday, March 8, 2021 at 5 p.m.

Adjournment: On **MOTION** of Sirui Thomassian, **SECONDED** by Richard Parra, and **CARRIED**, the Parent Advocacy Committee Meeting of February 19, 2021 was adjourned at 1:45 p.m.

Minutes respectfully submitted by: Paola Ramirez

FENTON CHARTER PUBLIC SCHOOLS

Fenton Charter Leadership Academy Unapproved Minutes of the Parent Advocacy Committee

February 25, 2021

A meeting of the Parent Advocacy Committee was held on Thursday, February 25, 2021 at 7:15am via Zoom.

Call to Order: Bridget Badro, Chair

Roll Call: Michelle Raxlin, Secretary

Parent Advocacy Committee Members Present: Bridget Badro, Michelle Raxlin, Tania Casas, Martha May, Brennan Mack, Raquel Contreras, Jennifer Miller, Cecilia Quijano

Non-committee Members: Elizabeth Marquez, Sofia Carias, Melissa Katchen, Joanna Tepper, Jennifer Pimentel

Members Excused: Tony Peña

Additions/Corrections to the Agenda: Bridget Badro, Chair

There were no additions or corrections to the agenda.

Approval of Minutes from January 12, 2021: Bridget Badro, Chair

Item #1 Minutes from the January 12, 2021 meeting of the Parent Advocacy Committee (Motion to Approve)

On **MOTION** of Tania Casas **SECONDED** by Martha May and **CARRIED**, the minutes were approved as submitted

Presentations from the Public: Bridget Badro, Chair

Item #2 Any persons desiring to address the Parent Advocacy Committee on any proper matter.

There were no presentations from the public.

Old Business: None

New Business:

Item #3 Read Across America Week, (LCAP 2, AMO 1),
Kelley Christenson, 1st Grade Lead Teacher (*Informational Item*)

Ms. Christenson presented information to the committee about Read Across America Week. On March 2, 2021, an estimated 45 million educators, parents, and students nationwide will participate in National Education Association's Read Across America. The Fenton Academies will celebrate the week

of March 1st – 5th. NEA recently rebranded Read Across America to “Celebrate a Nation of Diverse Readers”. NEA’s Read Across America uplifts inclusive stories so that kids across the country can see themselves reflected in a book. At the Fenton Academies, we have a virtual library where teachers and students can choose at least one read-aloud book a day based on the following themes:

- Day 1: Books that celebrate you
- Day 2: Books about taking action
- Day 3 (STEM): Books that celebrate STEM
- Day 3 (FCLA): Books that celebrate Leaders (Thank you to Ms. Hetu for helping incorporate FCLA’s leadership focus on this day!)
- Day 4: Books that give a different perspective
- Day 5: Books about influential teachers

First-grade teachers compiled a list of books based on Vera Ahiyya’s themed days and book suggestions. The google slide will be shared with all staff and is hyperlinked to online read alouds. Krystal Rodriguez from FPC helped us by adding many of the hyperlinks! As an additional activity, we will have a community partner read aloud on Thursday, May 1st. Zoom link and time to follow.

Item #4 **March Materials Distribution, (LCAP 2, AMO 1-2),**
Jennifer Miller, Director (*Informational Item*)

Mrs. Miller presented information about the March materials distribution. Distributions will occur at 1:00PM, which is a change from previous distribution schedules. The reason for this change is that pilot teachers and students will be on campus from 8:00AM-12:00PM, and we want to avoid any conflict with dismissal procedures. The Academies are accessible to teachers as of today. Teachers who wish to start assembling materials for distribution may start Monday, March 1, 2021. If students are participating in the pilot program, they will go home with the materials, and students participating in full distance learning will pick up the materials at distribution. However, some grade levels will opt out of materials distribution because they will have enough materials to get them to the start of the Hybrid model in April. A confirmation of the grade level dates will be sent out on Friday.

Item #5 **Spring Parent Teacher Conferences, (LCAP 2, AMO 1),**
Cecilia Quijano, Assistant Director (*Informational Item*)

Mrs. Quijano summarized information discussed at Wednesday’s staff meeting. Virtual Parent Teacher Conferences will be held March 22nd-26th. All the necessary templates and documents to prepare for conferences were shared at the staff meeting, and are accessible digitally. During conference week, school will operate on a minimum day schedule from 8:00AM-10:00AM. Paraprofessionals will be available. However, if they are translating, they will only be available from 9:00AM-10:00AM, and then for translation requests from 10:00-12:00AM in order to stay within their three-hour schedule.

Announcements:

None

Next Regular Meeting:

The next meeting of the Parent Advocacy Committee will be determined at a later date

Adjournment:

On **MOTION** of Martha May **SECONDED** by Raquel Contreras and **CARRIED**, the Parent Advocacy Committee adjourned at 7:28AM.

Minutes respectfully submitted by: Michelle Raxlin, Secretary

FENTON CHARTER PUBLIC SCHOOLS
Fenton STEM Academy

Unapproved Minutes of the Parent Advocacy Committee Meeting

February 25, 2021

A meeting of the Parent Advocacy Committee was held on February 25, 2021 at 7:19am via Zoom Meeting ID: 839 6000 1201.

Call to Order: Elizabeth Marquez, Chair

The Parent Advocacy Committee meeting was called to order at 7:19am by Chair, Elizabeth Marquez

Roll Call: Melissa Katchen, Secretary

Parent Advocacy Committee Members Present: Sofia Carias, Elizabeth Marquez, Melissa Katchen, Joanna Tepper, Jennifer Miller, Cecilia Quijano

Non-committee Members: Bridget Badro, Michelle Raxlin, Tania Casas, Martha May, Brennan Mack, Jennifer Pimentel, Raquel Contreras

Members Excused: Tony Peña

Additions/Corrections to the Agenda: Elizabeth Marquez, Chair

There were no additions or corrections to the agenda.

Approval of Minutes: Elizabeth Marquez, Chair

Item #1 **Minutes from the January 12, 2021 Meeting of the Parent Advocacy Committee.** *(Motion to Approve)*

On **MOTION** of Sofia Carias **SECONDED** by Melissa Katchen and **CARRIED**, the minutes were approved as submitted.

Presentations from the Public: Elizabeth Marquez, Chair

Item #2 **Any persons desiring to address the Parent Advocacy Committee on any proper matter.**

There were no presentations from the public.

Old Business: **None**

There was no old business.

New Business:

Item #3 **Read Across America Week, (LCAP 2, AMO 1),**
Kelley Christenson, 1st Grade Lead Teacher (*Informational Item*)

Mrs. Christenson presented to the committee on Read Across America Week. An estimated 45 million educators, parents, and students nationwide will participate in National Education Association’s Read Across America on March 2. The Fenton Academies will celebrate the week of March 1st-5th.

NEA recently rebranded Read Across America to “Celebrate a Nation of Diverse Readers.” NEA’s Read Across America uplifts inclusive stories so that kids across the country can see themselves reflected in a book. At the Fenton Academies we have a virtual library where teachers and students can choose at least one read-aloud book a day based on the following themes:

- Day 1: Books that celebrate you
- Day 2: Books about taking action
- Day 3 (STEM): Books that celebrate STEM
- Day 3 (FCLA): Books that celebrate Leaders
- Day 4: Books that give a different perspective
- Day 5: Books about influential teachers

First-grade teachers compiled a list of books based on Vera Ahiyya’s themed days and book suggestions. The [google slide](#) will be shared with all staff and is hyperlinked to online read alouds. We would like to thank Krystal Rodriguez from FPC for helping us with the google slide and Ms. Hetu for helping incorporate FCLA’s leadership focus in our virtual library. As an additional activity, the Academies will have a community partner read aloud on Thursday, May 1st. Zoom link and time to follow.

Item #4 **March Materials Distribution, (LCAP 2, AMO 1-2),**
Jennifer Miller, Director (*Informational Item*)

Mrs. Miller shared with the committee on the proposed March Materials Distribution beginning March 8, 2021:

- Monday 3/8: TK/Kindergarten
- Tuesday 3/9: 1st Grade
- Wednesday 3/10: 2nd Grade
- Thursday 3/11: 3rd Grade
- Friday 3/12: 4th Grade
- Monday 3/15: 5th Grade
- Tuesday 3/16: 6th Grade

Material Distribution will be open from 1:00pm-2:00pm.

March Materials Distribution will take place in the afternoon due to on campus cohorts that are scheduled to begin 3/8. On campus students will be able to take home materials when on campus during school day (8am-12pm). Teachers will have access to campus beginning March 1st. If you have any questions, please reach out to your grade level lead teachers. A finalized schedule will be confirmed at the Lead Teacher Meeting held on 2/26.

Item #5 **Spring Parent Teacher Conferences, (LCAP 2, AMO 1),**
Cecilia Quijano, Assistant Director (*Informational Item*)

Virtual Parent-Teacher Conferences for the second reporting period will be held March 22nd-March 26th. Mrs. Quijano has sent an email with links that direct teachers to the templates and documents to use to prepare for conferences. Paraprofessionals are available to translate from 10:00am-12:00pm. If you have any questions, please reach out to your admin team.

Announcements:

None

Next Regular Meeting:

The next meeting of the Parent Advocacy Committee will be determined at a later date.

Adjournment:

On **MOTION** of Sofia Carias **SECONDED** by Melissa Katchen and **CARRIED**, the Parent Advocacy Committee adjourned at 7:30am.

Minutes respectfully submitted by: Melissa Katchen, Secretary

FENTON CHARTER PUBLIC SCHOOLS

*Fenton Primary Center
School Site Council (SSC)*

January 29, 2021
12:00 p.m.

Unapproved Minutes

A meeting of the School Site Council was held via Zoom on Friday, January 29, 2021 at 12:00 p.m.

Zoom link:

Time: Jan 29, 2021 12:00 PM Pacific Time (US and Canada)

Link: <https://us02web.zoom.us/j/83414907093>

Meeting ID: 834 1490 7093

Call to Order & Pledge: Sandra Valle, Chair

Roll Call: Karen Knapp, Secretary

Members Present: Francisca Gutierrez, Karen Knapp, Sandra Valle, Maria Reyes, Richard Parra, Wendy Kaufman.

Members Excused: Charlene Rodriguez and Cindy Soto

Additions/Corrections to the Agenda: Sandra Valle, Chair

Presentations from the Public: Sandra Valle, Chair

Item #1 **Minutes from the December 19, 2019 meeting of the School Site Council (SSC)** (*Motion to Approve*), Sandra Valle, Chair

On **MOTION** of Richard Parra, **SECONDED** by Wendy Kaufman, and **CARRIED**, the Minutes from the December 19, 2019 School Site Council meeting were approved.

Item #2 **Any persons desiring to address the School Site Council on any proper matter.**

Old Business: None

New Business:

Item #3 **English Language Advisory Council (ELAC), LCAP Goal 2, AMO 1-4** Richard Parra, Director
(*Informational Item*)

Our school will continue with the ELAC Committee with the same members as last school year. It is mandated by the state to have an English Language Advisory Council to discuss the progress of our English Learner population. Mrs. Thomassian oversees the progress of English Learners and will provide additional information at our next meeting.

Item #4 **FCPS COVID Prevention Plan, LCAP Goal 3, AMO 6**
Richard Parra, Director (*Discussion Item*)

Mr. Parra explained that FCPS has a COVID Prevention Plan that explains communication, identification, evaluation, screening, investigating and responding to COVID cases on campus. It was explained that staff will be going through training and instruction before the campus opens.

Item #5 **Student Recruitment for 2021-2022, LCAP Goal 2, AMO 2**
Richard Parra, Director (*Discussion Item*)

We have a student enrollment/recruitment committee that has been organizing events to increase enrollment for next school year 2021-2022. We are looking at a marketing campaign to locate all 4-8-year-old children in our community. We will mail out over 4,000 postcards with enrollment information in February. We also urge all parents to help us spread the word.

Item #6 **Learning Continuity and Attendance Plan Review, LCAP Goal 1-3**
Richard Parra, Director (*Discussion Item*)

Mr. Parra shared the LCP for FPC. He thanked Dr. Riddick for helping create the final document. The document explains our school and organizations response to the COVID closure and how we will continue to provide an excellent education to our students. The plan was made available digitally to all members.

Item #7 **Single School District Plan (SSDP) and Local Accountability Plan (LCAP) Updates, LCAP Goal 1-3**
Richard Parra, Director (*Discussion Item*)

Mr. Parra shared updates regarding SSDP and LCAP. The last updated SSDP and LCAP were shared with the council for review. Updates to these documents will be discussed at the next meeting.

LAUSD Requirements and Announcements

Item #5 **LAUSD Charter Division Oversight Visit, LCAP Goal 2, AMO 1-4**
Richard Parra, Director (*Informational Item*)

Mr. Parra announced that on March 4th, 2021 we will have our LAUSD Oversight Visit. We are preparing the digital binders with the evidence necessary to achieve success from Los Angeles Unified School District Charter Division oversight committee.

Item #6 **Material Review Submission of Grade Expansion, LCAP Goal 2, AMO 1-4**
Richard Parra, Director (*Informational Item*)

Richard Parra explained to the council that the idea of changing the campus to a TK-5 school has been ongoing for over a year. He explained to the council members the process and changes that have occurred due to the pandemic and AB1505 requirements. There was a discussion regarding moving forward with the request and when we will know the results. We are waiting for LAUSD to provide input on the submission.

Item #7 **Charter Renewal Petition Preparations, LCAP Goal 2, AMO 1-4**
Richard Parra, Director (*Informational Item*)

This is an informational item only. Mr. Parra explained the charter renewal process. FPC will submit its charter renewal soon. We will shift our focus to communication and tie everything we have done at FPC to improve our students' communications skills. We can have a successful charter renewal.

Announcements:

Next Regular Meeting: February 19, 2020

Adjournment:

There were no meetings of the English Learner Advisory Councils.

II. C.

Financial Business Manager's Report
(See presentation slides)

II. D.
Directors' Reports

**FENTON AVENUE CHARTER SCHOOL (FACS)
DIRECTOR’S REPORT**

March 4, 2021

The mission of Fenton Avenue Charter School is to further instill the joy of learning by creating an environment that promotes confident, self-reliant, interdependent learners who become productive, contributing citizens of the community.

State Charter Number: 30

General Information on Enrollment and Attendance:

| | 3 rd | 4 th | 5 th | Total | 2019-2020 P-2 (626 Total Enrollment) Annual ADA | 2020-2021 Monthly ADA |
|-------------------|-----------------|-----------------|-----------------|------------|--|-----------------------------|
| 11/20/2020 | 206 | 185 | 217 | 608 | 97.45% | 95.67% |

Enrollment at Fenton Avenue Charter School is currently at 608 students with ADA at 95.67%. FACS teachers, Veronica Ramos, the FACS Compliance Assistant, as well as administration, continue with their efforts in encouraging students to continue to participate, and remain engaged in distance learning. These efforts include social-emotional support, as well as support with technology issues.

FACS has continued ongoing discussions on plans to increase student enrollment. These plans include support from current FACS families through parent meetings, banners, featuring student artwork, as well as a social media campaign. I want to thank Jessi Tello, FACS Assistant Director for his work on creating a video highlighting the FACS campus as well as the excellent instructional program offered at the school. This video will be shared with FACS families and the community via school messaging platforms.

Instruction

In-Person Hybrid Instruction Pilot Program

I want to thank Barbara Ausherman for volunteering to participate in the FCPS Hybrid Pilot Program at Fenton Avenue Charter School. She will instruct her students via an in-person hybrid model. In this model, a portion of the students are instructed in person, in the classroom, while the remainder of the students are receiving the same instruction via distance learning. Parents will be surveyed to identify the students who will participate in person. This program may be put into place as early as Monday, March 8, 2021. We look forward to bringing Fenton Avenue Charter School students back to the campus for in person instruction!

i-Ready Diagnostic Assessments – February 1 – February 19, 2021

Fenton Avenue Charter School students completed the i-Ready Diagnostic Assessments during the month of February. An impressive 92% of Fenton Avenue Charter School students completed the assessment. I want to thank our teachers, FCPS Technology Team, and FACS parents for all of their efforts in working through technology glitches and additional issues that arose during administration. The administration of this assessment during distance learning was no easy feat! This assessment identified a baseline score in the areas of reading and mathematics. These results will guide instruction moving forward.

FCPS Professional Development – i-Ready

On Friday, February 12, 2021, FACS teachers participated in a professional development training focused on the i-Ready diagnostic assessment and instruction program, specifically on the analysis of the results of the assessment. The i-Ready diagnostic assessment completed by FACS students includes tools to pinpoint student strengths and areas of need to measure proficiency of on-grade level standards. Teachers have the ability to view specific results of each student in great detail, and use these results of to guide instruction, and assign i-Ready lessons based on student needs.

English Language Proficiency Assessment for California (ELPAC) Summative Assessments

Fenton Avenue Charter School has begun the remote administration of the ELPAC Summative Assessment. This assessment is to be administered to all students designated as English Learners. Barbara Aragón, FACS Assistant Director, and Veronica Ramos, Compliance Assistant, have begun virtually administering the speaking portion of the assessment, which is administered individually, through the use of individual Zoom breakout rooms. Remote group sessions will be used to administer the listening, reading and writing portions of the assessment.

School Community

March Materials Distribution

Fenton Avenue Charter School will distribute materials to families the week of March 8, 2021. Barbara Aragón has collaborated with teachers to determine what materials will be included in the materials kit. Items that have already been determined include the Volume 2 My Math student book, remaining Benchmark Advance student units, grade level specific copies, as well as school supplies. The distribution is set to take place Monday-Friday from 7:00am – 3:30 pm for all grades, in order to allow a flexible schedule to meet the needs of our families. Thank you to Barbara Aragón for coordinating this!

2nd Reporting Period Progress Reports

On the week of February 15, 2021, periodic progress reports were provided to FACS families via Class Dojo, Classtag, or email. These progress reports keep families informed as to the progress of a student with regards to academics, as well as successful learner behaviors, allowing time to continue with successes, and correct behaviors as needed.

Virtual Parent Teacher Conferences

Second reporting period virtual parent conferences will take place from March 22-March 26, 2021. Teachers will share student report cards digitally with parents, and set up conferences via Zoom during that week. Translators will be available to parents in need of translation. These conferences will allow teachers to have important conversations with families regarding the academic and social emotional strengths and needs of each student, as well as offer support from the school as needed.

Distance Learning Expectations Classroom Visits

Mr. Tello, FACS Assistant Director, plans to visit each classroom during the week of March 1, 2021 to review Distance Learning Expectations with all FACS students, in an effort to boost morale and build better habits. He also plans to share the BRIGHT Poster Art Contest with all FACS students, in which students can design a new poster for the school. Teachers were asked to complete a set of Google Slides sharing notes with Mr. Tello regarding the areas of need as well as areas of strength with regards to their classes. He will use this information to guide the conversations he has with each class.

FACS March Parent Informational Night Meetings

FACS will host parent night meetings on Tuesday, March 16, 2021 at 5:00 pm (Spanish) as well as on Thursday, March 18, 2021 (English). During these meetings, Ms. Aragón will inform parents regarding the importance of the coming ELPAC Assessments, and share parent informational videos in Spanish on the 16th and in English on the 17th. Mrs. Padilla Parra will share updates regarding FCPS reopening plans, the FCPS Safety Plan, the FACS and FPC Material Revisions, student enrollment, as well as additional information.

Facilities and Safety

Reopening of Fenton Campuses

On Monday, March 1, 2021, FACS administrators, front office staff will resume their work from campus, and will no longer work from home and the campus on a staggered schedule. Fenton teachers will have the option of teaching from the campus beginning on March 1st. Assessments may be administered from campus beginning on the 1st as well. Fenton students participating in the In-Person Hybrid Pilot Program may receive instruction on campus as early as Monday, March 8, 2021.

COVID Safety Protocols

In order to the safety of all staff and students, a comprehensive safety plan has been put in place. A few highlights from this plan are included below:

Personal Protective Equipment (“PPE”)

As employees return to work, the following are required:

- Protective masks must be worn to enter any Fenton site.
- Sign-in and have your temperature taken, if even on site for a short period of time.
- All employees walking around the office, or in the presence of any other employee or visitor, or who work in open or shared offices, are required to wear a face mask *properly* (the mask must cover the mouth and nose completely at all times).
- Masks are to be worn in all public areas at all times. Public areas are defined as common areas such as hallways, conference rooms, lunch areas, restrooms or anywhere else where the employee will be within six feet of another individual.
- Masks are not required to be worn while the employee is working in a private office. However, a mask must be worn if someone comes into the office, or when the employee leaves the private office.
- A limited number of disposable masks will be available pursuant to availability. Gloves will be provided in common areas and near shared office equipment.
- Hand sanitizer will be available throughout the locations.

The entire FCPS Safety Plan can be found on our website at <https://www.fentoncharter.net/covid-19-safety-plan>.

Upcoming Events:

- 3/8 FCPS Hybrid Pilot Program Begins
- 3/8-3/12 March Materials Distribution
- 3/16 Spanish Parent Update Night Meeting – 5:00-6:00pm
- 3/18 English Parent Update Night Meeting – 5:00-6:00pm
- 3/22-3/26 Parent Teacher Conference Week – *Early Dismissal*
- 3/29-4/2 Spring Break – No School
- 4/5 FCPS PD Day 6

**SANTA MONICA BOULEVARD COMMUNITY CHARTER SCHOOL
(SMBCCS)
DIRECTOR'S REPORT**

March 4, 2021

Santa Monica Boulevard Community Charter School promotes academic achievement in a collaborative environment that creates self-confident, self-reliant learners who will become positive contributors to their communities.

State Charter Number: 446

ATTENDANCE AND ENROLLMENT

Cumulative: 2019-2020 P-2 ADA – 97.7%

AVG. Monthly ADA – 94.23%

September (93.05), October (95.43), November (94.58), January (93.03), March (95.06)

| Date | TK | K | 1 | 2 | 3 | 4 | 5 | 6 | Total |
|----------------|-----------|------------|------------|------------|------------|------------|------------|-----------|--------------|
| 3/03/21 | 14 | 116 | 129 | 115 | 116 | 141 | 134 | 82 | 847 |
| <i>1/22/21</i> | <i>14</i> | <i>116</i> | <i>129</i> | <i>114</i> | <i>115</i> | <i>140</i> | <i>134</i> | <i>82</i> | <i>844</i> |

Enrollment Efforts

Santa Monica is working with PIP Marketing to develop and disperse postcard mailers throughout the 90038, 90028, and 90026 zip codes, east and west of the school. 5,000 mailers will be sent to families with 4-12 year old children. The school has also contacted 12 preschool facilities in the surrounding area with hopes of presenting to interested parents. In the coming months, Santa Monica also plans to identify local papers to advertise enrollment and will work with providers to create murals on campus with computer science and multi-cultural themes. These in addition to the installation of our marquee will help to spur the interest of new families.

INSTRUCTION

iReady Diagnostics Assessments, February 1st -19th

Santa Monica teachers remotely administered the Reading and Mathematics iReady Diagnostic Assessment from February 1st – 19th. A large portion of remaining assessments were completed by Ms. Castaneda, Mr. Gomez, and Mrs. Rodriguez the following week. The administration was completed in whole group, small group, and in individual 1 to 1 settings. Some student sessions were completed seamlessly without a great deal of challenge, while others required numerous attempts and trouble shooting. Overall the school completed an astonishing 94.7% of assessments in Reading and 95.6% of assessments in Math.

iReady Professional Development, Friday, February 12th

Santa Monica and FCPS teachers received iReady Data Analysis training on February 12th. The training focused on (1) reflecting on diagnostic delivery, (2) monitoring diagnostic completion, (3) analyzing data from key reports, (4) exploring supports for teacher led instruction, and (5) the iReady personalized

instruction platform. The training was an engaging experience that set the stage for further data-driven decisions.

Gabriella Foundation: Everybody Dance! Program

Santa Monica was contacted by the Gabriella Foundation to participate in their award-winning Everybody Dance! virtual and in-school program. The foundation was established in 1999 in memory of Gabriella Axelrad, a thirteen-year old who loved to dance. Its mission is to transform the lives of underserved students through high-quality dance instruction. Santa Monica is currently working with the foundation to develop a schedule that would provide 30-45 minutes of dance instruction to all grade levels for a 6-week period. The program teaches various forms of dance including ballet, jazz, Latin jazz, and hip hop, and they incorporate cultural dance styles as well. It is curriculum-based and includes a performance at the end of the session.

Professional Development

Santa Monica staff have taken advantage of numerous virtual professional development opportunities in February and March:

- National School Counseling Leadership Conference, *February 10-11* (Kristine Khachian, Tashi Miller, Cary Rabinowitz, Xareni Robledo, Robin Rodriguez)
- LACOE PBIS Unit: Enhancing Equity by Understanding Implicit Bias, *February 24* (Xareni Robledo, Robin Rodriguez)
- California Positive Behavior Interventions and Supports Virtual Conference, *March 2* (*Special Education and Support Team, Administrators*)
- LACOE PBIS Unit: Trauma-Informed Schools, *March 5* (Jennifer Flynn, Kristine Khachian, Kimberly Kiser, Jazmin Luna, Robin Rodriguez, Carmen Solis, Bunny Wolfer)
- LACOE PBIS Unit: General Awareness Restorative Practices, *March 5* (Grisel Benn, Cary Rabinowitz, Xareni Robledo, Robin Rodriguez)

COMMUNITY RELATIONS

Proposed Material Distribution, *Week of March 15th*

Santa Monica will distribute materials to families the week of March 15th. Teachers are collaborating with administration and our office to prepare materials. The distribution will focus on providing curriculum and materials to students for the remainder of the year in the event students do not return. Each grade level will be assigned a day of the week and families will be able to come to school at their designated time.

Uplift Family Services Parent Workshops

Santa Monica continues to partner with Uplift Family Services to support families with current and meaningful workshops. On February 17th, families participated in a workshop on “How to Speak to Children about Grief and Loss.” These opportunities will continue to be offered every third Wednesday of each month from 5:00 – 6:00pm.

Celebration of American Heart Month with Saban Kids Club

The Saban Kids Club invited SMBCCS to celebrate American Heart Month! Students were encouraged to enter a raffle by submitting a drawing of a heart, healthy food, or something that makes their heart

happy. On Friday, February 26th Saban also hosted a virtual Yoga session for students. The session was attended by our Assistant Director, Robin Rodriguez, 1st grade teacher, Sandra Campos, lower grade SDC teacher, Jolea Makhoul, our school counselor, Xareni Robledo and 32 Santa Monica students.

2nd Reporting Period Progress Reports

Digital progress reports were dispersed to families the week of February 15th utilizing the Class Dojo platform among others. This happens approximately 6 weeks prior to parent conference week and report card dispersal to provide families an update on their child's academic and social emotional progress and provide families and students an opportunity to improve or maintain their efforts.

SMBCCS 6th Grade Lottery, March 12 at 3:00pm

Santa Monica will hold its 6th Grade Lottery on Friday, March 12th to place approximately 75 students in our three 6th grade classrooms for the 2021-2022 school year. Due to our school closure, this year's lottery form was dispersed as a virtual google form. Parents attended an informational meeting on February 23rd to better understand the process and were provided two weeks to complete the form. Fifth grade students with a sibling at the school receive preference for enrollment as do students that live within Santa Monica's former attendance boundary. 5th grade students enrolled in our Special Day Classroom also receive preference in correlation with IEP Team determinations. Thank you to our 5th grade teachers and Office Manager, Erick Lazo, for monitoring submissions to ensure all are received in time for the lottery.

FACILITIES AND SAFETY

Planning for School Reopening

With LA County's adjusted case rate maintaining a level below the 25 per 100,000 adjusted case rate threshold, Santa Monica administrators, main office and custodial staff, security and identified classified support staff returned to campuses on Monday, March 1st. Santa Monica will also open to certificated staff. On-site student assessments will become possible on March 4th.

Facilities and Safety Protocol

A great deal of effort has been placed on ensuring the school facilities are prepared for staff and students to return. COVID signage has been added throughout buildings and bungalows that include one-way signs in hallways, "six-feet of distance" signs on walls and tile flooring, and durable steel signage on all gates. No-touch hand sanitizers and paper towel dispensers have also been installed along with plexiglass in the main office and plexiglass in classrooms. MERV-13 air filters were installed in 2020 and will be refreshed in the beginning of April 2021. The school also conducts a thorough screening process with entry to the building. All staff are required to enter campus through the main office door to have their temperature read. Readings are inventoried in our Google Drive to reference when needed. Sanitizer, gloves, and face masks are available upon request.

With the leadership of Assistant Director, Walter Gomez, custodial and maintenance teams are adjusting furniture in classrooms in compliance with Fenton's Consolidated COVID Safety Plan. In partnership with the FCPS Technology Team, classroom technology and teacher desks are being situated to optimize virtual instruction. The school is also working closely with Juan Alvarez, our Facilities Manager, to prepare a surplus of PPE for staff and students.

On Wednesday, March 3rd Santa Monica staff will review our COVID Safety Plan in depth to ensure all staff have a clear understanding of expectations around health and safety.

Upcoming Events:

- 3/12 End of 2nd Reporting Period
6th Grade Lottery!
- 3/16 Music Center Virtual Assemblies (K-2 @ 9:45) (3-6 @ 11:00)
Uplift Family Services - Parent Workshop (5:00)
- 3/22-3/26 Parent Conference Week
- 3/24 New Teacher Thinking Maps Writing Training (2:30)
- 3/25 Charter Renewal Workshop
- 3/29 - 4/2 Spring Break
- 4/5 Professional Development Day #6

FENTON PRIMARY CENTER (FPC)
DIRECTOR'S REPORT

March 4, 2021

The mission of the Fenton Primary Center is to cultivate a love of learning by fostering an environment that promotes self-discovery, independence and an awareness of the connectedness between self and others.

State Charter Number: 911

General Information on Enrollment and Attendance:

Fenton Primary Center's P-2 Ending 2019-2020 School Year (TK-2):

| <u>Transitional Kindergarten</u> | <u>Kindergarten</u> | <u>1st Grade</u> | <u>2nd Grade</u> | <u>Total</u> | <u>Cumulative ADA 19-20</u> |
|----------------------------------|---------------------|-----------------------------|-----------------------------|--------------|-----------------------------|
| 44 | 218 | 201 | 220 | 683 | 98.03% |

January 2021:

| <u>Transitional Kindergarten</u> | <u>Kindergarten</u> | <u>1st Grade</u> | <u>2nd Grade</u> | <u>Total</u> | <u>20-21 ADA</u> |
|----------------------------------|---------------------|-----------------------------|-----------------------------|--------------|------------------|
| 40 | 169 | 220 | 196 | 625 | 92.27% |

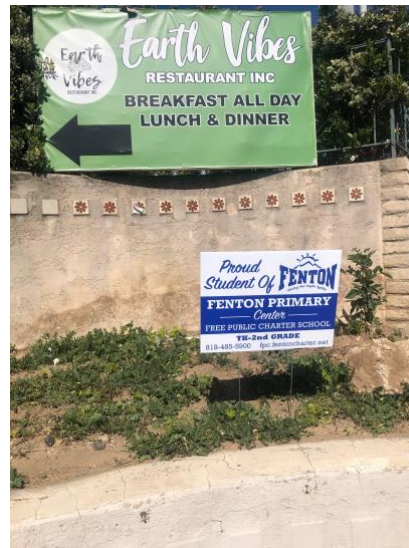
March 2021 Fenton Primary Center's Current Enrollment (TK-2):

| <u>Transitional Kindergarten</u> | <u>Kindergarten</u> | <u>1st Grade</u> | <u>2nd Grade</u> | <u>Total</u> | <u>20-21 ADA</u> |
|----------------------------------|---------------------|-----------------------------|-----------------------------|--------------|------------------|
| 42 | 169 | 219 | 198 | 628 | 93.7% |

Enrollment and Recruitment

FPC is currently aggressively recruiting students for the 2021-2022 school year. The school began enrolling for the new school year the week of February 8th. FPC usually begins enrollment the first week of March. A total of about fifty enrollment packets have been handed out. As of Monday, March 1st, the school office will be open daily and enrollment traffic is expected to increase.

Fenton Primary Center has also partnered with PIP for marketing and signage. New post cards have been created and 7,500 post cards have been mailed. Large banners have also been made for FPC and these will be strategically placed in the community. 1,000 flyers were printed and these will be placed in the community restaurants and grocery stores. FPC also created yard signs that will be given to all 628 students to place in their homes. All of these marketing items are expected to help improve enrollment the next couple of weeks. Below are some images of the banners and the yard sign.



Enrollment/Recruitment Committee Planning: The FPC enrollment/recruitment committee will continue to meet bi-weekly the next couple of months to explore ideas listed in the February meeting. Some ideas include booths in open areas such as street fairs and restaurants starting next month. More information will be shared via the director’s report at board meetings.

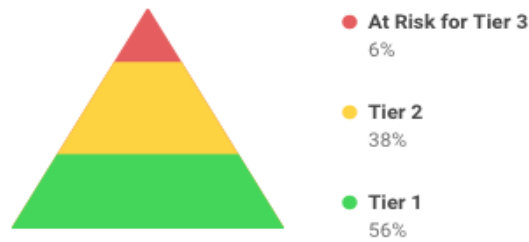
Instruction

i-Ready: In February, FPC began implementing i-Ready. All students were administered the i-Ready diagnostic assessment. The assessment was given in the areas of reading and mathematics. A total of 86% of students completed the Reading assessment and 84% completed the math assessment. There are 4% who began the test but did not complete the test. Overall, 85% average completion is high considering the students are five to eight years of age and taking the test virtually at home. The student achievement results were also very high.

i-Ready Reading Results

The reading results for FPC are very positive. 56% scored in the green tier which indicates they are at or above grade level. The yellow tier are students at around one grade level below and the red tier indicates students two or more grade levels below. In the past NWEA MAP assessments for FPC, the goal was to get above 50% for students at or above grade level. The disclosure is that students took the i-Ready assessment at home at it is possible they received support from their family, either way, we are looking forward to the next assessment which will take place in May.

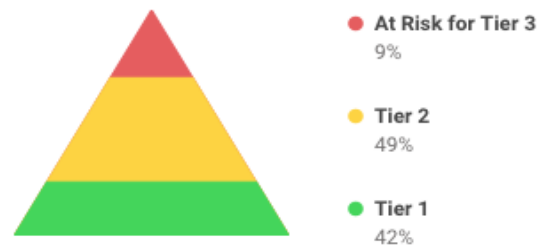
Overall Placement



i-Ready Mathematics Results

The math results for FPC are promising as well. 42% scored at the on or above grade level tier. These results will help up better plan for future intervention and possible curriculum changes. We are looking forward to the next assessment which will take place in May.

Overall Placement



Material Revision: There are no significant updates for FPC’s material revision. It was confirmed the material revisions are currently being reviewed and that might make it on the April LAUSD board agenda.

LAUSD Charter Schools Division Oversight: FPC will have its annual LAUSD oversight visit on Thursday, March 4, 2021. On Tuesday, March 2nd the team will visit Mrs. Ibarra's class at 8:15 a.m., Mrs. Quinonez's class at 8:30 a.m. and Mrs. Ananta's class at 8:30 a.m. On Thursday, March 4th, the FPC administrators will review the virtual binders with Yolanda Jordan, from the Charter School Division, at 9:00 a.m. The required documentation consisted of the uploading of hundreds of documents included in the binders below:

Binder 1: Governance Documentation

Binder 2: Student Achievement and Educational Performance Documentation

Binder 3: Organizational Management, Programs, and Operations Documentation

Binder 3A: Documentation of Compliance with Clearance, Credentialing, ESSA

Qualifications, Mandated Reporter Training requirements and Bloodborne Pathogen Training

Student Engagement, Parent Advocacy, and Community Outreach

Read Across America – Literacy Awareness: FPC will be celebrating Read Across America and the

importance of literacy. Teachers are planning daily activities that involve the importance of literacy to academic success. On Wednesday, FPC will host a schoolwide assembly with various activities to celebrate literacy. Here is the list of activities for Read Across America and spirit week:

Monday – Reading JOGS the Mind - Let’s wear our athletic gear and exercise to clear our brains and prepare to learn about reading.

Tuesday – PAWsitivity Wild about reading – Let’s have a positive mind and wear our animal print to celebrate reading.

Wednesday – Reading Creates leaders – Let’s dress up and show everyone what we want to be when we grow up.

Thursday – We “READ” all Month – Wear red to show you love to read.

Friday – Cozy Up with a Good Book – Wear your PJs and/or bring your stuffed animal to your Zoom lesson so you can show how you read before you go to bed.

School Reopening Plan

FPC is currently working on reopening the school. The planning phase has begun and this list of items are currently being planned:

Staff Updates – Weekly staff updates are given. Dr. Riddick held an organization-wide meeting on Wednesday, February 17, 2021. At this meeting an update was given of our current status. The information was based on the three factors in our reopening plan; lower level of COVID positivity as described by the county and state (out of purple tier), vaccines need to be available for staff, and all protocols need to be reviewed and revised.

Campus Facility Opening – The FPC campus had limited access due to meal distribution. The week of February 22nd all custodial and security staff returned to work on campus. Their main responsibility is to evaluate the level of cleanliness and address all concerns. They disinfected all offices. The office and administrative staff also returned on a staggered schedule. Beginning March 1, 2021 all office and administrative staff will be on campus daily. Teachers are also welcome to work from their classrooms.

Teacher Classroom and Instruction Planning – On Tuesday, February 23rd, Faculty representatives met with Dr. Riddick and the administrative team of FCPS to discuss the reopening plan. Discussions were focused on providing instruction in-person and what we will need to open campus for children. FPC will have weekly meetings with faculty representatives and lead teachers to plan for a safe reopening.

Piloting a Hybrid Model - FPC is currently planning to start with a hybrid model with actual students in attendance possibly as early as the week of March 8th.

Parent Informational Meetings – FPC had an Informational Night Meeting on February 1st. FPC will have its next parent night meeting on March 8th at 5:00 p.m. We will present information to parents regarding the reopening plan. A flyer will be going out a few times to make sure parents attend. FPC continues to keep parents informed via Dojo, Twitter, and text messages.

Upcoming Events:

March – Celebrate Women’s History Month

- 3/2 LAUSD FPC Oversight Visit of Classrooms**
- 3/4 FPC Oversight Visit with Administration 9 – 11 a.m.**
- 3/8 Possible Pilot Hybrid Model Opening**
- 3/22 Parent Conferences (Virtual)**
- 3/29 Spring Break**
- 4/ 5 Staff PD Day # 6**

**FENTON STEM ACADEMY (STEM)
DIRECTOR'S REPORT**

March 4, 2021

The mission of the Fenton STEM Academy: Elementary Center for Science, Technology, Engineering and Math is successful student engagement and achievement through the implementation of a curriculum that interconnects science, technology, engineering, and math across all disciplines, including art, music, language arts and social studies.

State Charter Number: 1605

ENROLLMENT

| | TK/K | 1 st | 2 nd | 3 rd | 4 th | 5 th | 6 th | Total | (19-20) P-2 ADA | (20-21) Monthly ADA |
|-------------------|-----------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------|-----------------------|---------------------------|
| 03/04/2021 | 68 | 42 | 66 | 48 | 48 | 44 | 22 | 338 | 97.58% | 96.70% |

Enrollment

Enrollment for the 2021-2022 school year began on February 22, 2021. STEM is projected to enroll a total of 360 students for the 2021-2022 school year. Student recruitment efforts are ongoing throughout the spring including virtual parent meetings at local Head Start Programs and Pre-K parent meetings, postcard mailings, virtual school tours, and the possibility for in person recruitment efforts later in Spring.

Instruction

STEM Focus Integration: Students at Fenton STEM Academy will have the opportunity for several STEM related initiatives in the coming weeks. Thank you to Dominica Yasuda for her work to identify and communicate these wonderful STEM related opportunities.

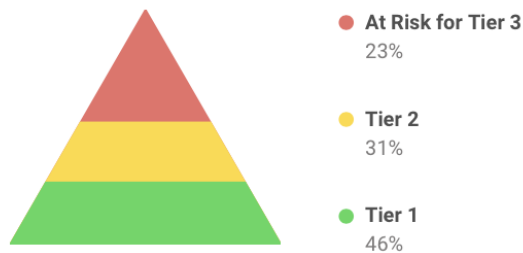
- **JPL Scientist Guest Speaker** – A current scientist working for NASA Jet Propulsion Laboratory (JPL) will present to students on March 12, 2021. Students will hear how STEM learning translates to real world experiences, as well as be provided the opportunity to ask specific questions.
- **Scientist Study & Challenge** – Students will participate in the upcoming Scientist Study & Challenge by learning about Lonnie Johnson, an African American inventor, aerospace engineer, and entrepreneur whose work includes a U.S. Air Force-term of service and a twelve-year stint at NASA, where he worked at the Jet Propulsion Laboratory. Lonnie is best known for his invention of the “nerf gun.” Students will read several books involving Lonnie’s work and be tasked with the assignment to create their own invention. Materials will be supplied during the upcoming March Materials Distribution.

- **Virtual STEM Expo** – Discussion around a virtual STEM Expo for later in spring have begun at Fenton STEM Academy. Educators are exploring several options including a hands-on Mad Science assembly centered on Straw Rockets or Bubble Snakes. Event details will be confirmed in the coming weeks.

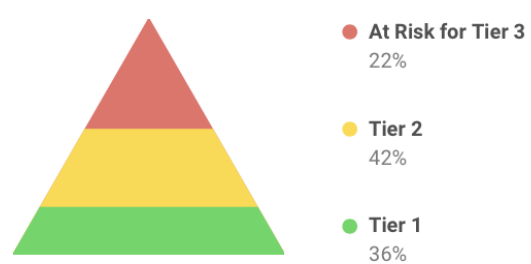
In-Person Hybrid Pilot Program: Thank you to Veronica Palazzola, Kelley Christenson, Dominica Yasuda, Lindsey Western, and Elizabeth Marquez for volunteering to participate in the FCPS Hybrid Pilot Program on behalf of the Fenton Academies. These educators will pilot an in-person hybrid model which will involve teaching a portion of their students in person within the regular classroom, while simultaneously hosting students via Zoom who wish to remain in remote learning. Teachers are currently working with the administrative, facility, and technology teams to ensure they are prepared in every way for a safe return to in person learning. Parent surveys are ongoing to identify students for participation. The program is tentatively scheduled to begin March 8, 2021. Thank you to these educators for helping shape the FCPS Hybrid Model.

Results of the 2020-2021 i-Ready Diagnostic Assessments: Approximately 91% of all students during February 2021 participated in i-Ready Diagnostic Assessments for both Reading and Mathematics at Fenton STEM Academy. Students in Kindergarten – 6th grade were tested across multiple domains in an effort to identify a baseline score and determine individualized goals. Preliminary results indicate approximately **46% of students are meeting or exceeding grade level targets, 31% are progressing towards meeting, and 23% are considered at-risk in the area of reading, while 36% of students are meeting or exceeding grade level targets, 42% are progressing towards meeting, and 22% are considered at risk in the area of mathematics.** Educators participated in a professional development session on February 12, 2021 aimed at learning how to analyze results and assigned personalized instruction lessons based on areas of growth.

Reading i-Ready Results



Mathematics i-Ready Results



ELPAC Summative Remote Assessment: The ELPAC Summative Assessment will be administered to students who have been previously identified as English Learners beginning March 8, 2021. For STEM, a total of 68 students from TK – 6th grade will be assessed. Students will be tested in person and remotely depending on grade level. Primary students will be tested in person within one session. Upper grade students will be tested remotely in multiple sessions based on test complexity. Special populations may also access in person testing if deemed more supportive. All English Learner students will be provided an orientation zoom meeting to familiarize themselves with the process and assessment. Parents will be notified via class dojo, phone calls, and email. Thank you to Jennifer Pimentel for developing, organizing, and implementing this enormous task. She is joined by Cecilia Quijano, Susana Orozco, and Virginia Palma. We look forward to monitoring the progress of our English Learners as results are received.

School Community

Read Across America Week: Thank you to Kelley Christenson and the FCPS first grade team for creating a fantastic Read Across America Week! An estimated 45 million educators, parents, and students nationwide will participate in the National Education Association's Read Across America on March 2. The Fenton Academies will celebrate the week of March 1 - 5. NEA recently rebranded Read Across America to "Celebrate a Nation of Diverse Readers" NEA's Read Across America uplifts inclusive stories so that kids across the country can see themselves reflected in a book.

At the Fenton Academies we have a [Read Across America Virtual Library](#), where teachers and students can choose at least one read-aloud book a day based on the following themes:

Day 1: Books that celebrate you

Day 2: Books about taking action

Day 3 (STEM): Books that celebrate STEM

Day 3 (FCLA): Books that celebrate Leaders

Thank you to Ms. Hetu for helping incorporate FCLA's leadership focus on this day!

Day 4: Books that give a different perspective

Day 5: Books about influential teachers

First-grade teachers compiled a list of books based on Vera Ahiyya's themed days and book suggestions. The google slide has been shared with all staff and is hyperlinked to online read alouds. We will also have two community partner read-alouds scheduled via Zoom. Mrs. Miller and Andy Howe, our local children's librarian from the Sun Valley Public Library, will provide read alouds throughout the week. Links are posted below for all who are interested in attending.

Mrs. Miller Read Aloud:

Tuesday, March 2 at 1:00 pm

<https://us02web.zoom.us/j/87584933084>

Meeting ID: 875 8493 3084

Passcode: read

Andy Howe (librarian) Read Aloud:

Thursday, March 4 at 12:30 pm

<https://us02web.zoom.us/j/83925248240>

Meeting ID: 839 2524 8240

Passcode: read

Fenton Thespian Read Aloud: Thank you to Krista Casanova, Sofia Carias, and Mikki Raxlin for their work with the After School Drama Club's first ever Thespian Read Aloud. Students presented on Thursday, Feb. 25th a reading from "DOGZILLA," directed and written by Dav Pilkey through Zoom to all interested participants. It was a wonderful opportunity for students to demonstrate public speaking skills, expression and intonation, as well as performance art. The Fenton Academies will continue to offer enriching activities such as Drama Club Performances in an effort to engage students and develop 21st century skills.

March Materials Distribution: The Fenton Academies will participate in a spring materials distribution/car parade March 8-15, 2021. Teachers will distribute learning kits with supplemental instructional tools and resources. The playground will be transformed to a Spring Equinox theme with bright and engaging features. The materials distribution will be open from 1:00pm-2:00pm. March

Materials Distribution will take place in the afternoon due to on campus cohorts that are scheduled to begin 3/8. On campus students will be able to take home materials when on campus during school day (8am-12pm). Teachers will have access to campus beginning March 1st.

Parent Teacher Conferences: Virtual Parent-Teacher Conferences for the second reporting period will be held March 22nd-March 26th. Thank you to Cecilia Quijano for providing all necessary documents, ensuring translation is available, and communicating effectively with the teaching staff.

School Safety

Reopening of Fenton Campuses: Based on county guidelines and safety recommendations, the Fenton Academies began a gradual reopening of our campus for all stakeholders. Beginning February 22nd, the Fenton Academies office, custodial, and administrative team resumed on campus work. Teachers were provided access to teaching from classrooms beginning March 1st. Students may be offered in person options as early as March 8th. All employees were reminded of safety protocols which include strict screening procedures, facial covering, physical distancing, and hand washing mandates. All FCPS members were informed of the most updated FCPS COVID-19 Safety Plan and reminded of employee expectations.

Facility Enhancements: The Fenton Academies continue to enhance our facility with recommended safety features such as additional plexiglass, updated air filters, disinfectant sprayers, and ensuring appropriate signage throughout the campus. We will continue to adhere to all safety guidelines put forth by the Los Angeles Department of Public Health.

Upcoming Events:

- 3/8-4/30 ELPAC Summative Assessment
- 3/8 FCPS Hybrid Pilot Program Begins
- 3/8-3/16 March Materials Distribution
- 3/19 Spirit Day Assembly (8:15)
- 3/22-3/26 Parent Teacher Conference Week – *Early Dismissal*
- 3/29-4/2 Spring Break – No School
- 4/5 FCPS PD Day 6

**FENTON CHARTER LEADERSHIP ACADEMY (FCLA)
DIRECTOR'S REPORT**

March 4, 2021

The mission of Fenton Charter Leadership Academy is to nurture the development of responsible, thoughtful citizens in an increasingly interdependent global society by creating environments in which students are challenged to explore, to create, and to make decisions while actively participating in and being accountable for their learning.

State Charter Number: 1613

ENROLLMENT

| | TK/K | 1 st | 2 nd | 3 rd | 4 th | 5 th | 6 th | Total | (19-20) P-2 ADA | (20-21) Monthly ADA |
|------------|------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------|-----------------------|---------------------------|
| 03/04/2021 | 39 | 40 | 53 | 61 | 59 | 54 | 45 | 351 | 97.6% | 95.48% |

Enrollment

Enrollment for the 2021-2022 school year began on February 22, 2021. FCLA is projected to enroll a total of 360 students for the 2021-2022 school year. Student recruitment efforts are ongoing throughout the spring including virtual parent meetings at local Head Start Programs and Pre-K parent meetings, postcard mailings, virtual school tours, and the possibility for in person recruitment efforts later in Spring.

Instruction

Leadership Focus Integration: Students at Fenton Charter Leadership Academy will have the opportunity for several Leadership related initiatives in the coming weeks. Thank you to Kate Hetu for her work to identify and communicate these wonderful Leadership related opportunities.

- **Service Learning Projects** – Teachers continue to work with students on identified Service Learning Projects. The following lists each grade level's focus for the 2020-2021 school year:

Kindergarten: Students will support the mission of The Jester & Pharley Phund and create Sunshine Cards for children at Miller Children's Hospital in Long Beach.

First Grade: Students will write letters and offer support to kindergarten students, who have yet to experience an on campus education. The first grade students will write letters and cards describing their favorite aspects about school. These letters and cards will be shared with kinder students during a materials distribution.

Second Grade: Students will create thank you cards and letters of appreciation for various essential workers in the community (post officers, store clerks, nurses, etc.) to show their gratitude for their service.

Third Grade: Students will create children's books to share with students in the lower grades at FCLA. These stories will serve as a source of entertainment for other students and help to boost their literacy!

Fourth Grade: Students will write letters to seniors living in an assisted living facility. These letters will offer comfort to these individuals who have been living in isolation during the pandemic.

Fifth Grade: Students will write letters and show support to local police officers.

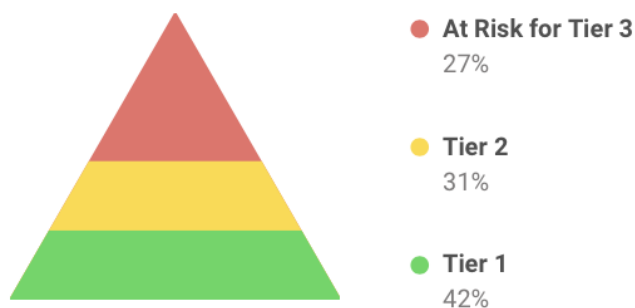
Sixth Grade: Students will create arts and crafts to brighten the walls of people who are living in hospitals and assisted living facilities.

- **Leader Study** – All students will have the opportunity to work on their second leader study in the coming weeks. The leaders available will include BIPOC leaders (Black, Indigenous and other People of Color). It's crucial that students learn about the leaders in history whose narratives have often been left out of textbooks. Grade levels will discuss which leaders would be *developmentally appropriate* and connects to *grade level content*. Teachers will ensure there is enough content to conduct an in-depth study. This could include discussions, read-alouds, videos, drawings, journal reflections, crafts. Connecting the topic to other people and events is also encouraged.
- **Leadership Summit/Career Week** – This year Fenton Charter Leadership Academy students will participate in a virtual Leadership Summit which will coincide with our annual Career Week. Weekly experts in various fields will present on Zoom every Friday morning leading up to Career Week, read alouds and class activities will be shared, and students will focus on leadership qualities they notice in various careers. Students will identify needs in their community that are addressed through different careers. The culminating event will include students dressing up and presenting as these various roles in society. Connecting leadership to real life examples will continue to drive the mission and vision of Fenton Charter Leadership Academy.

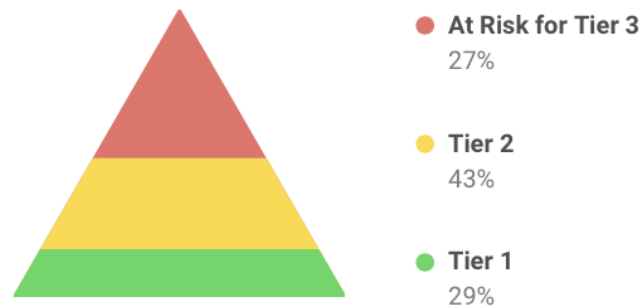
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Reading i-Ready Results



Mathematics i-Ready Results



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- 4/5 FCPS PD Day 6

II. E.

Chief Academic Officer's Report and LCAP Update
(See presentation slides)

II. F.

Executive Director's Report

**FENTON CHARTER PUBLIC SCHOOLS (FCPS)
EXECUTIVE DIRECTOR'S REPORT**

March 4, 2021

The mission of the Fenton Charter Public Schools is to offer a high quality innovative education to all students in a safe, secure, nurturing environment where students, parents and staff become a community of learners achieving collaborative and successful outcomes.

State:

From School Services of California –

“ESSER II Funding Allocations Released – Updated”

posted February 11, 2021

The California Department of Education published preliminary allocations for the second round of Elementary and Secondary School Emergency Relief (ESSER II) funds, which were authorized by the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. As a reminder, more than \$6 billion of ESSER II funds will be distributed to local educational agencies in proportion to their 2020–21 share of Title I, Part A funds. The preliminary allocations are also accompanied by updated allowable uses.

ESSER II Allowable Uses –

The ESSER II Funds can be used in much the same way as the ESSER Funds under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The difference is that with ESSER II there are more defined allowable uses:

1. Any activity authorized by the ESEA, the Individuals with Disabilities Education Act (IDEA), the Adult Education and Family Literacy Act (AEFLA), the Carl D. Perkins Career and Technical Education Act (Perkins), or the McKinney Vento Homeless Education Assistance Act.
2. Coordination of LEA preparedness and response efforts to improve coordinated responses with other agencies to prevent, prepare for, and respond to coronavirus.
3. Providing principals and other school leaders with the resources necessary to address school needs.
4. Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth.
5. Developing and implementing procedures and systems to improve LEA preparedness and response efforts.
6. Training and professional development for LEA staff on sanitation and minimizing the spread of infectious diseases.
7. Purchasing supplies to sanitize and clean LEA facilities.

8. Planning for and coordinating during long-term closures, including how to provide meals, technology for online learning, guidance on IDEA requirements, and ensuring other educational services can continue to be provided consistent with all applicable requirements.
9. Purchasing educational technology (including hardware, software, and connectivity) for students served by the LEA that aids in regular and substantive educational interactions between students and their classroom teachers, including assistance technology or adaptive equipment.
10. Providing mental health services and supports.
11. Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, students with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.
12. Addressing learning loss among students, including low-income students, students with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children in foster care, of the local educational agency, including by–
 - Administering and using high-quality assessments to accurately assess students’ academic progress and assist educators in meeting students’ academic needs, including through differentiating instruction.
 - Implementing evidence-based activities to meet the comprehensive needs of students.
 - Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment.
 - Tracking student attendance and improving student engagement in distance education.
13. School facility repairs and improvements to reduce risk of virus transmission and to support student health needs.
14. Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification, and other air cleaning, fans, control systems, and window and door repair and replacement.
15. Other activities that are necessary to maintain operations and continuity of services and continuing to employ existing staff.

Here are the ESSER II Preliminary Eligibility amounts for each site (slightly lower for each school than projected in January):

| School | Amount |
|---|---------------|
| Fenton Avenue Charter School | \$1,193,830 |
| Santa Monica Boulevard Community Charter School | \$1,353,421 |
| Fenton Primary Center | \$931,905 |
| Fenton STEM Academy | \$367,510 |
| Fenton Charter Leadership Academy | \$330,822 |

ESSER II funds should be assigned to SACS resource code 3212, object code 8290. Still to be determined are the appropriate fiscal year for revenue recognition and the cash flow distribution schedule.

“SBE to Seek a Federal Accountability Waiver and Assessment Flexibilities”

posted February 26, 2021

The State Board of Education (SBE) held a meeting on Wednesday, February 24, 2021, to consider the state’s options to pursue a federal assessment and accountability waiver for the 2020–21 school year.

The meeting came just two days after the U.S. Department of Education (ED) sent a letter to all chief state school officers that frames the assessment and accountability waivers and flexibilities that the ED will consider for the current school year.

The ED is inviting states to apply for an accountability waiver, which would allow states to forgo the implementation and reporting of assessment results in their accountability system as part of federal requirements. States also would not be required to identify schools for federal comprehensive support and improvement, targeted support and improvement, and additional targeted support and improvement.

However, the letter stipulates that the ED is not inviting blanket assessment waivers for the 2020–21 school year. Instead, they recommend states use their flexibility to administer shortened assessments, offer remote administration, and extend testing windows. The rationale for not offering blanket waivers is that the ED wants to provide information to parents, educators, and the public about student performance and also to help target resources and supports. Despite this, the letter also states, “certainly, we do not believe that if there are places where students are unable to attend school safely in person because of the pandemic that they should be brought into school buildings for the sole purpose of taking a test.”

The SBE adopted a condensed version of the English language arts (ELA) and mathematics Smarter Balanced assessments in November 2020 in response to the Trump Administration’s letter telling states not to expect testing waivers for 2020–21. The short forms of the summative assessments were adopted to maximize flexibility for local educational agencies (LEAs) to administer the tests given the variety of instructional models applied across the state, with LEAs offering either distance learning, in-person instruction, or a hybrid model.

In response to the federal guidance letter, the SBE passed several motions to direct California Department of Education staff to send a waiver request to the ED that, if approved, will remove the high stakes federal accountability requirements. California’s waiver request to the ED will include the following:

- Decouple federal accountability requirements from this year’s assessments, including suspending the requirement to identify schools for support and improvement using 2020–21 data
- Waive federal penalties if the student participation rate for the ELA and mathematics Smarter Balanced assessments are below 95%
- Extend the 2020–21 test administration window for the California Assessment of Student Performance and Progress (CAASPP) exams and the English Language Proficiency Assessments for California (ELPAC) to July 30, 2021
- Waive the California Science Test for the 2020–21 school year

Additionally, at its March 17–18 meeting, the SBE will consider a plan for 2020–21 school year assessments that provides data to parents, educators, and the public by monitoring the progress of students in ELA and math. The SBE seeks to be able to uniformly report this assessment data in both aggregated and disaggregated forms. In the meantime, as the SBE continues to deliberate the assessments plan, the testing window for the Smarter Balanced assessments opened on February 22, 2021, and some LEAs have already begun administering the summative math assessment.

It is important to note that if the ED does approve the waiver, those flexibilities would only extend to the federal accountability and assessment requirements. State legislation or an executive order from Governor Gavin Newsom would be needed in order to waive the state accountability and assessment requirements that are in California statute. Under current state law, the requirement to administer the CAASPP and ELPAC this school year still remains.

“Unduplicated Pupil Counts Decline in 2020–21”

posted February 26, 2021

There has been no shortage of challenges thrown at local educational agencies (LEAs) in the 2019–20 and 2020–21 fiscal years, but some of those hurdles have been ameliorated through the foresight of the Governor and Legislature, such as the shortened Second Principal Apportionment (P-2) and Annual Apportionment (P-Annual) periods in 2019–20, and the hold harmless provision for average daily attendance applied to 2020–21. One unanswered question is what would happen to the unduplicated pupil counts in 2020–21 as LEAs did not have the safety net of a hold harmless for their unduplicated pupil percentages (UPP).

The California Department of Education (CDE) recently certified the 2020–21 First Principal Apportionment (P-1). Included in the certification are the details for calculating the UPP—the unduplicated pupil counts (UPC) for the 2020–21 fiscal year and the two preceding years. It comes as no surprise that the UPP declined statewide from 62.60% (the estimated UPP as of 2019–20 P-2) to 61.77%—a slight reduction of 0.83% in the statewide UPP for school districts and charter schools.

But the three-year rolling average UPP calculation masks a larger concern—the marked decline in pupil enrollment in the current year. Even more alarming, is the rate of decline of the number of unduplicated pupils.

The details of the UPP calculations reveal that pupil enrollment in public K–12 education declined by approximately 150,000 in 2020–21, but the number of pupils identified as unduplicated decreased by more than 170,000 in 2020–21. The decrease in unduplicated pupils lowered the statewide UPC percentage from 62.44% to 61.12%. Not all LEAs experienced a single-year decrease in UPC percentage, but the data shows that 53% of LEAs experienced a single-year decline.

Looking only at LEAs with more than 1,000 students enrolled in 2020–21, a population of 655, changes in 2020–21 UPC percentage ranged from an increase of 39.88% to a decrease of 25.31% from the prior year’s UPC percentage. Drilling down even further, and looking at the data from the ten largest school districts in the state as measured by 2020–21 enrollment, all ten experienced a decrease in the number of unduplicated pupils, and eight experienced a decrease in their UPC percentage. The changes in UPC percentage ranged from an increase of 0.64% to a decrease of 15.17%.

LEAs that experienced a decline in their current year UPC percentage are somewhat insulated from the impact as the UPP, which as the basis for supplemental and concentration grant funding, is calculated using a rolling three-year average. The three-year average is intended to shield LEAs from the impact of a single year’s change in unduplicated pupils. However, even a rapid change in a single year can impact an LEA’s Local Control Funding Formula (LCFF) entitlement, especially those LEAs that receive concentration grant funds.

Next Steps

It is worth noting that the data reported with the P-1 certification captures UPP records certified by LEAs through December 18th. Any changes to those records that were captured in the amendment window which closed February 4th will be reported with the P-2 certification in June. It is our hope that LEAs, especially those that experienced a decline in the current year’s UPC percentage, took advantage of the amendment window, inclusive of the additional flexibility provided for documenting the socioeconomic status of students.

Although the LCFF allocations will be updated to use the certified P-2 records, inclusive of changes recorded in the amendment window, LEAs must still ensure that their records are in order to pass the annual audit. For each student that is recorded as an unduplicated pupil, LEAs should ensure that the student's status is properly documented to support their designation as either low socioeconomic status, English language learner, or a foster youth in order to avoid audit penalties.

“Newsom’s Budget Promotes Universal TK”

posted March 1, 2021

When Governor Gavin Newsom unveiled his 2021–22 State Budget proposal on January 8, 2021, he proposed financial incentives for local educational agencies (LEAs) to expand access to pre-kindergarten programs for four-year-old children in their communities through transitional kindergarten (TK). His investments follow on the recommendations included in the recently released Master Plan for Early Learning and Care, which he championed, to achieve universal preschool through TK for all four-year-olds in California—an early campaign promise.

While the Governor’s proposal falls shy of this important, if not lofty goal, he wants California to take some critical steps toward achieving it through three investments that aid in the operation of expanding TK, ensuring that there are sufficient facilities to house students, and increasing the number of highly qualified teachers to teach them.

TK Budget Package

Specifically, the Governor’s budget package includes:

- \$250 million in one-time Proposition 98 funds to provide incentive grants equal to 50% of the Local Control Funding Formula (LCFF) K–3 grade span base grant and an LEA’s entitlement to supplemental and concentration grants to pay for the cost of expanding TK to four-year-olds whose 5th birthdays occur after December 2. The incentive grants would be provided over a three-year period beginning in 2022–23.
- \$200 million in one-time non-Proposition 98 funds to provide grants to build new or renovate existing classrooms with priority for expanded TK programs and full-day kindergarten programs.
- \$50 million in one-time Proposition 98 funds to increase the number of teachers eligible to teach TK and provide training for TK and kindergarten teachers to support inclusive classrooms, dual language learners, and key pedagogical practices relating to social-emotional learning, trauma, restorative justice, and implicit bias.

In addition to these financial incentives, Governor Newsom proposes to grant authority to the Commission on Teacher Credentialing to evaluate how LEAs are complying with the requirements that teachers first assigned to a TK classroom after July 1, 2015, either have 24 units in early childhood education or child development, professional experience serving preschool-age children equivalent to 24 units, or a child development teacher permit. And as a result of COVID-19’s impact on the teaching profession and in recognition of the state’s stubborn teacher shortage crisis, the Governor proposes extending the deadline for all teachers subject to the requirement to comply by two additional years, to August 1, 2023.

Building on Earlier TK Policies

Newsom’s TK budget package signifies his commitment to his early campaign promises to improve California’s early learning system and builds on prior state policy changes that paved the path for universal TK. Two previous budget actions have had a significant impact on expanding TK.

- **Funding for Expanded TK.** In 2015, the state authorized LEAs to enroll at any time during the school year any four-year-old whose 5th birthday occurs after December 2 in TK and generate average daily attendance for apportionment purposes for them after they turn five years old.
- While this authority opened the door for many LEAs to expand TK, the prorated funding provisions, or absence of funding in some examples, inhibited their ability to do so on a wide-scale basis because the cost of expanding TK was more than the funding they would receive. Thus, the Governor’s limited-time incentive grants would cover much of the currently unreimbursed costs LEAs bear when they enroll young TK students.
- **Commingling TK and State Preschool.** One of the ways LEAs have been able to take advantage of the authority to expand TK through early enrollment is through additional authority to commingle TK and State Preschool classes that serve both types of students. State policy now authorizes LEAs to:
 - Be exempt from childcare facilities licensing requirements for classes serving four-year-olds as long as the facilities meet kindergarten and Field Act requirements
 - Enroll State Preschool children in a TK program as long as they are not receiving funding from both programs simultaneously

These two policy shifts removed significant barriers to expanding TK, such as different facilities standards that would otherwise bar them from housing younger four-year-olds and enrolling State Preschool-eligible students in TK so as to leverage a funding stream to pay for the part of the year that those students do not generate LCFF funding.

Again, the Governor’s 2021–22 TK budget package advances efforts toward universal TK, but falls shy of achieving it in full. However, Assembly Member Kevin McCarty (D-Sacramento)—a long-standing early learning advocate—introduced Assembly Bill 22 (AB22) that over a period of time would expand TK access to every four-year-old in the state.

The Governor’s proposed investments, as well as AB 22, pique the interest of LEAs experiencing year-over-year declines in student enrollment, creating a funding crisis for them as their yearly LCFF apportionments get reduced. Even more, the COVID-19 pandemic appears to have had a disproportionate effect on TK and kindergarten enrollment as parents struggle to help young children navigate online instruction or don’t want to expose them to hours of screen time. The effects of natural declining enrollment, exacerbated by the pandemic-induced drops in student enrollment, will continue to impact LEA funding for the coming years. For these LEAs, securing additional students through expanded TK may be just what they need.

“Governor and Legislature Reach \$6.6 Billion Deal to Reopen Schools and Expand Learning”

posted March 1, 2021

On March 1, 2021, Governor Gavin Newsom announced a deal with the Legislature had been reached to provide \$2.0 billion for In-Person Instruction Grants and \$4.6 billion for Expanded Learning Opportunities Grants, bringing an end to months of negotiations between the Governor, the Legislature, and key education stakeholders who have prioritized safely reopening schools for millions of students

across California. Assembly Bill (AB) 86 was amended on March 1 to reflect the deal lawmakers came to over the weekend.

In-Person Instruction Grants

In order to receive the In-Person Instruction Grants, local educational agencies (LEAs) must offer in-person instruction to students by April 1. An LEA that is unable to meet these requirements for in-person instruction by April 1 remains eligible for incrementally decreased grant amounts as long as the required in-person instruction is offered by May 15. The grant is reduced by 1% for each day of instruction between April 1 and May 15 that the LEA does not provide in-person instruction in accordance with grant requirements. An LEA forfeits the In-Person Instruction Grant if it does not offer in-person instruction by May 15 or if does not provide continuous in-person instruction through the remainder of the school year.

The table below identifies the requirements to offer in-person instruction as a condition of receiving the grant, based on the color tiers in the Blueprint for a Safer Economy.

| | Purple | Red | Orange | Yellow |
|--------------------------------------|--|--|--------|--------|
| Students | Transitional Kindergarten (TK) – Grade 12 specialized cohorts* TK – Grade 2 for adjusted daily case rate < 25 per 100,000 | TK – Grade 12 specialized cohorts* TK – Grade 5 or 6 (depending on local elementary school model) At least one middle or high school grade level | | |
| Asymptomatic COVID-19 Testing | Must conduct in accordance with the testing cadence in Table 3 of the K–12 School Guidance (p. 43) | Must describe testing cadence in LEA COVID-19 Safety Plan (CSP) | | |

*Specialized cohorts mean cohorts serving foster youth, homeless students, students at risk of neglect or abuse, English learners, disengaged students, students with disabilities, and students without access to technology to participate in distance learning

In a big shift compared to the prior proposals for the In-Person Instruction Grants, the compromise includes no reference to a requirement for a collective bargaining agreement (CBA) as a condition of receiving the funds. However, LEAs should note that even in the absence of any explicit requirement for a CBA in order to be eligible for the grant, existing requirements to collaborate and negotiate with labor partners under the Educational Employment Relations Act (EERA) remain.

AB 86 contains two distinct grandfathering provisions. LEAs that are providing in-person instruction by April 1, or have a board adopted plan for in-person instruction by that date and have posted their COVID-19 Safety Plan (CSP), are not required to adopt the required testing cadence in the purple tier. A second provision specifies that neither the funding conditions nor the issuance of any nonmandatory guidance issued by the Department of Public Health requires LEAs that have publicly posted CSPs on or before March 31 to revise their plans.

The \$2.0 billion for the In-Person Instruction Grants will be distributed to LEAs in proportion to their Local Control Funding Formula (LCFF) entitlement. Funds will be distributed in May using 2020–21 First Principal (P-1) Apportionment and preliminary Fall 1 California Longitudinal Pupil Achievement Data System (CALPADS) data, and remaining funds will be distributed in August using 2020–21 Second Principal (P-2) Apportionment and final Fall 1 CALPADS data. In-Person Instruction Grants may be used until August 31, 2022. Grant recipients must report to the California Department of Education by June 1 on when they reopened for in-person instruction, and this certification will impact funds received in August. A look-up table is available below to view an estimate for the maximum amount of In-Person Instruction Grant your LEA may receive if you comply with the grant requirements by April 1.

Expanded Learning Opportunity Grants

Much of the compromise for the Expanded Learning Opportunity Grant program aligns with previous proposals to provide \$4.6 billion for learning recovery. LEAs will receive \$1,000 for each homeless student enrolled, and after provided funds for the state special funds, the remaining \$4.6 billion will be distributed in proportion to an LEA’s LCFF entitlement. Like the formula for In-Person Instruction Grants, funding for the May and August allocations will be based on 2020–21 P-1 and P-2 Apportionments and Fall 1 preliminary and final CALPADS data.

The grants may be used for various strategies to accelerate learning and address student needs, such as extended learning time, professional development, programs to address social-emotional learning, and access to school meals. At least 85% of the funds must be used for activities provided in-person, and up to 15% of funds may be used for activities provided remotely. Similar to a requirement in Senate Bill (SB) 86, at least 10% of grant proceeds must be used to employ paraprofessionals, but full-time status is prioritized rather than required. If an LEA foregoes receiving the In-Person Instruction Grant, then up to ten percent of the Expanded Learning Opportunity Grant may be used for costs associated with reopening for in-person instruction.

Funds are available for use until August 31, 2022; however, LEAs will be required to adopt a plan by June 1, 2021, detailing the use of the Expanded Learning Opportunity Grant. A look-up table below is provided to see an estimate of your LEA’s share of the Expanded Learning Opportunity Grant.

Additional Details

In addition to the details regarding the two grants, the legislation codifies the state’s prioritization of school staff for COVID-19 vaccines. The language also puts in statute the 10% set aside of vaccines for school staff that the Governor announced recently. Notably, the bill also states explicitly that vaccines for school staff are not a condition of reopening for in-person instruction, which is consistent with Governor Newsom’s statements throughout negotiations.

The announcement of a compromise between the Governor, the Senate, and the Assembly brings to a close, months of negotiations that started at the end of December 2020, when the Governor first announced a plan to incentivize in-person instruction. The Legislature is expected to vote on the compromise this week. Once signed into law, the grants will provide LEAs with resources to support bringing more of California’s students back to the classroom.

Potential Funds Available to Fenton Schools:

| School | In-Person Instruction Grants | Homeless Youth | Homeless Funding | Expanded Learning Opportunity Grant | Total Expanded Learning Opportunity Grant |
|---------------|------------------------------|----------------|------------------|-------------------------------------|---|
| FACS | \$215,602 | 28 | \$28,000 | \$454,763 | \$482,763 |
| FPC | \$248,365 | 28 | \$28,000 | \$523,869 | \$551,869 |
| SMBCCS | \$308,326 | 27 | \$27,000 | \$650,344 | \$677,344 |
| STEM | \$115,430 | 16 | \$16,000 | \$243,474 | \$259,474 |
| FCLA | \$118,939 | 9 | \$9,000 | \$250,874 | \$259,874 |

District:

In 2011, a group of charter leaders, supported by LAUSD SELPA Director, Sharon Howell, created the Charter Operated Programs (COP). The program includes three options: 1, 2 and 3, with 3 offering a “charter-like” option for charter schools authorized by LAUSD. Up until the creation of this entity, charter schools faced a yearly ‘encroachment’ determined by the District that varied from year to year, but inevitably increased yearly without any justification. Sydney Quon was the first Director of the COP. Dixon Deutsch is the current Director. The FCPS Executive Director was part of the hiring committee for both selections, in large part due to CCSA’s active involvement in the process. In fact, without CCSA’s involvement under Jed Wallace’s leadership, the involvement of LA charter leaders Brian Bauer (Granada Hills Charter), Gayle Nadler (Multicultural Learning Center) and the ED would not have been considered by the school district.

The Fenton schools have been members of the Charter Operated Programs, Option 3 since the inception of the innovative collaboration and the Executive Director serves on the Executive Council, and has every year since 2011.

After over 50 years as an educator, all connected either directly or indirectly with the LAUSD, the Executive Director points to this venture as the most collaborative project she has ever experienced, and all involved are to be commended for their commitment, continued hard work, and willingness to think ‘outside the box’ to find creative solutions to ensure our most vulnerable students are well served.

It should be noted that Fenton Avenue Charter School and Vaughn Next Century Learning Center filed a grievance with how the District was charging charter schools for special education services and a mediation contesting the charges ensued. After producing an abundance of documentation related to special education spending, services and resources provided, Fenton prevailed, and the ‘encroachment’ charged by the District was lowered to a reasonable level – approximately half of what the District planned to charge. The mediation took place in January 2006, and was obviously a precursor to the creation of the Los Angeles Special Education Joint Powers Authority (JPA), which still exists to ensure Los Angeles charter schools have an exit route from the LAUSD SELPA, if and when needed. The creation of the COP put the plans for a full departure from LAUSD on hold, but the JPA and its board continue to exist – just in case!

See the summary of the accomplishments of the Charter Operated Programs as the entity celebrates its 10th Anniversary! (*Page 76*)

FCPS:

Material Revisions -

FACS and FPC continue to await the date the schools will be placed on the LAUSD Board of Education agenda to hear their Material Revision requests. We have received encouraging word from the Charter Schools Division (CSD) and hope for an April date on the vote which will allow both schools to become TK-6th grade schools, each with a different focus.

Declining Enrollment –

Mrs. Padilla Parra and Mr. Parra were asked by Board Chair Joe Lucente to consider why student enrollment had decreased steadily in the past five years at both FACS and FPC. Their findings are presented in a Power Point which is attached separately. Their analysis of trends in California and within the Los Angeles Unified School District is comprehensive, and impressive, and should be reviewed carefully as we plan for the future. (Their presentation adds to the concerns expressed by School Services of California in the article “Unduplicated Counts Decline in 2020-21”.)

The Charter Operated Programs is a unique partnership between LAUSD and the charter school community. Over the past 10 years, charter schools achieved significant gains in improving services and outcomes for students with disabilities across Los Angeles.

THEN

NOW

STUDENT ACCESS

7,000+ students with disabilities served by charters (8.6% of enrollment)
1000+ students with moderate to severe and low incidence needs (1.2% of enrollment)

14,000+ students with disabilities served by charters (12.6% of enrollment)
2,500+ students with moderate to severe and low incidence needs (2.3% of enrollment)

COLLABORATION

Significant programmatic and policy barriers
Lack of dedicated charter school supports
No participation in SELPA governance
Few community partnerships

Collaborative partnership with LAUSD
Dedicated charter support staff
Self-governed consortium of schools
Deep community partnerships

INNOVATION

Limited continuum of special education services
Barriers to serving students with the most significant needs in inclusive settings

60+ innovative programs created to expand the continuum of services and improve outcomes
90% of students with disabilities served in the most inclusive settings

FUNDING EQUITY

Inadequate and inequitable funding
No cost-sharing structures
Lack of economies of scale to build programs

New funding model to align dollars to needs
Cost-sharing structures and risk pools
Strategic investment in innovative programs

STUDENT ACHIEVEMENT

19% of charter students with disabilities met or exceeded ELA standards (vs 11% in non-charters)
14% of charter students with disabilities met or exceeded math standards (vs 8% in non-charters)
82% of charter students with disabilities earned a high school diploma (vs 63% in non-charters)
48% of charter students with disabilities met UC/CSU requirements (vs 15% in non-charters)

Sources: 2011 Office of the Independent Monitor Enrollment Data
2020 CALPADS Enrollment Data from LAUSD
2018-19 CAASPP Data and 2019-20 DataQuest Graduation Data

III. CONSENT AGENDA ITEMS

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

There are no Consent Agenda Items.

IV. ITEMS SCHEDULED FOR ACTION



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
Executive Director

SUBJECT: Recommendation to receive and file the June 30, 2020 consolidated audit report for the Fenton Charter Public Schools

BACKGROUND

Each year, an independent fiscal audit is required to review the financial practices and year-end position of local educational agencies. Audits must be conducted in accordance with auditing standards generally accepted in the U.S. and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

ANALYSIS

An audit of the Fenton Charter Public Schools was conducted by Christy White, Inc., the independent auditing firm selected at the March 5, 2020 FCPS board meeting. Due to changes in federal compliance standards related to CARES Act funding, the deadline for submitting the final consolidated audit to the California Department of Education (CDE) and State Controller's Office (SCO) was extended from December 15, 2020 to March 31, 2021.

There were no audit findings or questioned costs related to the financial statements of Federal and State awards during the 2019-2020 school year. There were also no audit findings or questioned costs during the 2018-2019 school year.

As per revised state requirements, once finalized and received by the Board, the audit will be filed with the State Controller's Office, Los Angeles County Office of Education, and the authorizing district, LAUSD, by March 31, 2021.

RECOMMENDATION

It is recommended that the Board of Directors receive and file the June 30, 2020 consolidated audit report for the Fenton Charter Public Schools.

Separate Attachment: Consolidated June 30, 2020 Audit for FCPS



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
Executive Director

SUBJECT: Recommendation to certify Second Interim Financial Reports

BACKGROUND

Education Code Sections 35035(g), 42130 and 42131 require the governing board of each school district to certify at least twice a year, the district's ability to meet its financial obligations for the remainder of the fiscal year and for the two subsequent fiscal years.

The interim reports are submitted with a *positive, qualified, or negative* certification:

- A *positive certification* is assigned when the District projects that it will meet its financial obligations for the current and two subsequent fiscal years.
- A *qualified certification* is assigned when the District may not meet its financial obligations for the current or two subsequent fiscal years.
- Finally, a *negative certification* is assigned when the District projects that it will not meet its financial obligations for the remainder of the current year or the subsequent fiscal year.

The First Interim Financial Report was filed with the Los Angeles County Office of Education (LACOE) in December 2020. The Second Interim Financial Report is due to LACOE by March 17, 2021, and was submitted to the authorizing district, LAUSD, on February 25th. County superintendents are to report the certification of all districts in their respective counties to the Superintendent of Public Instruction and the State Controller within 75 days after the close of the reporting period.

ANALYSIS

The Second Interim Report for the five Fenton schools is presented here for the Board's review. All five schools are in good financial standing.

RECOMMENDATION

It is recommended that the Board of Directors certify the Second Interim Financial Reports for the five Fenton schools as received.

Copies of the Second Interim Reports for each of the Fenton schools are included in the *Fenton Charter Public Schools Board Financial Update for March 2021* starting on page 20 (Item II.C. - Financial Business Manager's Report).



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
President

SUBJECT: Recommendation to approve new three-year Master Services Agreement with EdTec, Inc.

BACKGROUND

EdTec, Inc. has provided back-office services for the Fenton Charter Public Schools since 2015. Kristin Dietz, Cindy Frantz, and Erik Okazaki are reliable, consistent, and available at all hours to answer questions and support the financial work of the Fenton Charter Public Schools.

ANALYSIS

The Board is reminded that the LAUSD Charter Schools Division's regularly commends the business office on how we conduct business, including the level of accuracy, timeliness, integrity, honesty, and innovative solutions implemented to ensure sustainability of the organization. This view, to a great extent, is a result of the support, guidance and assistance we receive from EdTec, Inc. (It should be noted that Kristin Dietz, Ed Tec Vice President and Fenton's Financial Business Manager, was Fenton Avenue Charter School's first independent auditor in 1994. The relationship has continued to be outstanding in every way as Kristin left the auditing world, but continued to support Fenton for our back-office needs. Not only is the quality of the daily work exceptional, but she was instrumental in supporting the receipt of the New Market Tax Credit Loan to build the Fenton Primary Center as well as most recently the receipt of bond financing through the California School Finance Authority.)

FCPS has been working on a contract for services from EdTec, Inc. with an annual fee of \$265,000. This contract was extended for three years and is now expiring. The proposed new services agreement for FCPS increases the annual contract by \$5,000 to \$270,000 a year for the next three years (2021-2022; 2022-2023; and 2023-2024).

There are three contracts: Statement of Work #3 (third contract with EdTec, Inc. with an annual fee divided into monthly payments); Web-Based Service Access Agreement; and Statement of Work # 2 (second contract between EdTec, Inc. and SFV Fenton Facilities LLC with costs determined on an hourly basis). The Statement of Work #3 and Statement of Work #2 for SFV are shared on the next pages as these are the primary documents. (A correction to SFV's new name - SFV Fenton Facilities LLC - will be made prior to signing the contract.)

RECOMMENDATION

It is recommended that the Board of Directors approve the new three-year Master Services Agreement with EdTec which begins on July 1, 2021 and ends on June 30, 2024, and which may be extended yearly with the approval of the Board.

Attachment: *Statement of Work #3 and Master Services Agreement (FCPS); Statement of Work #1 and Master Services Agreement (SFV Fenton Facilities LLC)*

Separate Attachment: *Web-Based Service Access Agreement*

STATEMENT OF WORK #3
by and between
EdTec Inc. and Fenton Charter Public Schools

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|---------------------------|--|
| Reference: | Master Services Agreement dated May 24, 2015, by and between EdTec Inc. ("EdTec") and Fenton Charter Public Schools ("Client"). |
| Term: | July 1, 2021 through June 30, 2024 (the "Term"). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Term and any Renewal Term(s) are referred to as the Term. |
| Scope of Services: | <p>1. FINANCE and ACCOUNTING</p> <p>Budgeting:</p> <ul style="list-style-type: none"> ▪ Annual and multi-year budgets including cash flows – EdTec works with the school leader(s) to create annual and multi-year budgets in time for submission to the State by July 1. EdTec strives to ensure that the annual budgets are strategic documents that capture the operations and direction of the school. ▪ Budget revisions (as needed, on demand) – EdTec revises budgets as needed to reflect changing circumstances at the school or in State funding. ▪ Updated monthly budget forecasts – EdTec tracks budget to actuals and updates the budget forecast on a monthly basis (if forecasts move materially off budget, we recommend a budget revision). <p>Financial Statements:</p> <ul style="list-style-type: none"> ▪ Monthly year-to-date financial statements – EdTec prepares YTD financials compared to budget in time for the regularly scheduled board or committee meeting. EdTec electronically sends the financials and presentation as part of the board package ahead of the meeting. For schools with board or committee meetings on or before the 15th of the month, EdTec will furnish the financials and presentation in time for (but not in advance of) the meeting. For schools with board or committee meetings on or before the 10th of the month, EdTec will furnish the financials and presentation (for the month prior to the previous month) ahead of the meeting. ▪ Monthly cash flow projections – EdTec monitors the school's cash position and tries to anticipate any cash shortfalls in future months so the school can adjust spending accordingly or attempt to secure cash flow loans. ▪ Financial statement analysis (monthly) – In addition to financial statements, EdTec provides a succinct PowerPoint summary and analysis of the financial statements so Board and staff can quickly focus on the salient financial issues facing the school. ▪ Customized financial analysis – EdTec performs reasonable financial analysis that the staff or board requests, e.g., providing a comparative analysis of the school's budget relative to industry norms, scenario modeling (within reason), or fulfilling a request from |

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| | <p>the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals.</p> <ul style="list-style-type: none"> ▪ Support in resolving financial issues – EdTec helps the school leader(s) find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding. <p>Accounting:</p> <ul style="list-style-type: none"> ▪ Setup of school’s chart of accounts and general ledger – EdTec sets up and maintains the school’s chart of accounts, based on EdTec’s standard structure which is designed to be compliant with SACS. ▪ Fund accounting – EdTec can track revenue and expenditures by fund, e.g., implementation grant funds and expenses or Title I expenditures. ▪ Training – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping. ▪ Transaction recording – EdTec records in detail transactions in a computerized accounting system. <ul style="list-style-type: none"> ○ Properly record cash receipts in general ledger ○ Payroll data upload – Client’s payroll processing support is provided by the County. Client provides EdTec with the payroll data from the County system for upload into the EdTec accounting system. ○ Support with recording limited manual checks, Electronic Fund Transfer (EFT) or other bank transactions (bi-weekly). ○ If Client processes excessive manual checks, debit transactions or EFT transactions, EdTec and Client will reach a mutually agreeable expectation regarding who will be responsible for these entries and any additional fees involved. ▪ Journal entries and account maintenance – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards. ▪ Bank reconciliation – EdTec reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required. ▪ Account for capital outlay expenses – EdTec records capitalized assets as provided by the school. On an annual basis, EdTec records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing. ▪ Generate financial reports as requested – EdTec can generate the following reports upon request: detailed account activity; bank register activity; summary of budget; expenditures by account; cash balances; payroll register (for periods when payroll is processed by EdTec); revenues; general ledger account balances. <p>Accounts Payable & Receivable:</p> <ul style="list-style-type: none"> ▪ Revenue verification – EdTec verifies that the school is receiving the correct amount of funds from State and Federal sources. ▪ Revenue collection – If the funds from the State or the county/district are not correct, EdTec tracks down the appropriate officials and alerts them of the problem. EdTec will use reasonable |
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| | <p>efforts to negotiate on behalf of the school in disputes with funding agencies over improperly calculated payments.</p> <ul style="list-style-type: none">▪ Accounts payable – <u>Client staff processes accounts payable using the accounting system provided by EdTec.</u>▪ Form 1099 processing – <u>Client staff prepares and sends 1099 Forms to vendors and government.</u> <p>Government Financial Reporting: Subject to timely receipt of information and/or materials from Client, EdTec provides the following:</p> <ul style="list-style-type: none">▪ Preliminary and final budget reports – EdTec prepares and files the preliminary budget report by July 1st based on the board adopted budget and a final budget as required.▪ Interim financial reports – EdTec prepares and files the two interim financial reports to the district or county by the December 15 and March 15 deadlines.▪ Audited financial reports – Subject to timely receipt of information and/or materials from the auditor, EdTec prepares and files the unaudited financial report by September 15. EdTec supports the Client and the auditor in the preparation (by the auditor) of the final audited report by December 15. <p>Audit:</p> <ul style="list-style-type: none">▪ Audit support – EdTec prepares financial documents for the auditors and works side-by-side with the auditors to help ensure a smooth and timely audit process. For clarification, the school is responsible to pay auditor fees. The school shall also provide all non-financial records required by the audit – e.g., attendance records, employee records, teacher certifications.▪ Audit compliance training – EdTec helps the school leader and audit staff develop financial policies designed to meet requirements and help protect the school from financial mismanagement.▪ Single Audit Act of 1984 – EdTec provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984.▪ IRS Form 990 support (and the corresponding State form, if applicable) – EdTec supports the school and auditor in preparing Form 990 tax-exempt organization annual filing. (For clarification, fees for audit and 990 are paid by school and it is the school's and auditor's sole responsibility to ensure these forms are filed).▪ Annual auditor selection form – EdTec sends auditor information to the county in the spring.▪ The school is responsible for attendance and audit of employee work. <p>2. BUSINESS CONSULTING</p> <p>EdTec is a strategic thought partner to its Clients and provides high-value support and guidance in the following areas:</p> <ul style="list-style-type: none">▪ Strategic budget development – EdTec can assist the school director and board with strategic financial planning and budget scenario development.▪ Financing support – EdTec assists clients in preparing loan packages and connecting the school with non-traditional/specialized |
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| | <p>funding sources such as bonds, New Market Tax Credits, Community Development Financial Institution (CDFI) resources, and philanthropic funds.</p> <ul style="list-style-type: none">▪ Special projects – EdTec performs business-related special projects within reason, such as modeling growth, compensation and facilities scenarios, and providing an understanding of and analyzing food service and transportation options. (Note: due to State regulations, EdTec cannot complete the School Food Authority (SFA) application. However, EdTec provides assistance in understanding the process.) <p>3. BOARD MEETING SUPPORT</p> <ul style="list-style-type: none">▪ Board meeting attendance – EdTec attends regularly scheduled board and finance committee meetings in person or by teleconference and presents its financial analysis presentation. EdTec can assist the board in staying in compliance with the Brown Act. <p>4. FACILITIES</p> <ul style="list-style-type: none">▪ SB 740 – As State funding is available, EdTec assists Client with SB 740 facilities reimbursements.▪ Financial reporting to lender - EdTec provides financial data to lenders for loan covenants.▪ Facilities funding support – EdTec provides financial data for compliance-related reporting on State facility funding programs such as Prop 1D. <p>5. COMPLIANCE and ACCOUNTABILITY</p> <ul style="list-style-type: none">▪ Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources.▪ Funding compliance – EdTec makes compliance recommendations regarding funding requirements, such as Federal PCSGP implementation grant funding and other restricted funds. Note that NCLB Funding compliance is especially complex with many school obligations.▪ District and State regulation compliance – EdTec can help the school identify areas where it may not be in compliance with district or State regulations. <p>6. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION</p> <ul style="list-style-type: none">▪ Financial reports – EdTec prepares customized financial reports for grant purposes, including the Walton Grant, within reason.▪ Fund accounting – EdTec sets up fund accounting to track direct and allocated costs to grants.▪ Public Charter School Grant Program (PCSGP) grant reporting – EdTec assists the school in preparing and submitting the PCSGP |
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| | <p>Quarterly Expenditure Report (QER) to the CDE, and manages the review/finalization process.</p> <ul style="list-style-type: none"> ▪ Consolidated Application (ConApp) – EdTec prepares the Consolidated Application parts 1 and 2 for eligible schools and files in the Consolidated Application Reporting System (CARS). ▪ Charter renewal – <i>On a separate fee basis, EdTec will prepare and advocate a charter petition for school renewal.</i> |
| <p>Excluded Services:</p> | <p>Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with NCLB, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.</p> |
| <p>Compensation:</p> | <ul style="list-style-type: none"> ▪ Back Office Services: EdTec will provide these services at a fixed fee per school fiscal year as follows: <ul style="list-style-type: none"> ○ \$270,000 for the 2021-22 school fiscal year ○ \$270,000 for the 2022-23 school fiscal year ○ \$270,000 for the 2023-24 school fiscal year <p>These fixed fees <u>include</u> all normal postage, telephone, copying, faxing, etc., <u>except</u> for bank and payroll fees that will be passed through. The annual fees are payable monthly commencing on July 1, 2021.</p> <ul style="list-style-type: none"> ○ The fees above are for the scope of services contained herein solely for those school(s) for which Client holds a granted charter or that have been in operation prior to the date of this SOW. ▪ Consulting: Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate). Typical additional services that are not in the above scope are charter petition writing and the implementation of computer systems or computerized Student Information Systems. Again, this rate includes normal phone, copying and incidental costs. Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses. ▪ Fee Increases: EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty (30) days prior to the expiration of the Term or then-current Renewal Term, as applicable. ▪ Payment Terms: All fees payable to EdTec must be received by EdTec within thirty (30) days of the date of invoice. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due. |
| <p>School Obligations</p> | <p>EdTec's services will assist with the operations of Client's back-office operations, but do not include auditing Client's provided information and operations for completeness and compliance. It is Client's responsibility to</p> |

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| | <p>adopt and adhere to reasonable policies and procedures, and to ensure the school remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec's ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations.</p> |
| <p>Termination</p> | <p>Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "School Obligations" above, (b) if Client does not open by September 30, 2021, or (c) upon any revocation of Client's charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.</p> |
| <p>EdTEC INC.</p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President & CEO</p> <p>Date: _____</p> <p>1410A 62nd Street Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p> | <p>FENTON CHARTER PUBLIC SCHOOLS</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> |



The undersigned officer of **Fenton Charter Public Schools**, a California public charter school (the "School"), hereby certifies that this Agreement has been duly approved by the governing body of the School, at a publicly noticed meeting held on March 4, 2021.

FENTON CHARTER PUBLIC SCHOOLS

Signature: _____

Name: _____

Title: _____

STATEMENT OF WORK #1
 by and between
EdTec Inc. and SFV Fenton Facilities, LLC

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| Reference: | Master Services Agreement dated March 1, 2021, by and between EdTec Inc. (“EdTec”) and SFV Fenton Facilities, LLC (“Client”). |
| Term: | July 1, 2021 through June 30, 2024 (the “Initial Term”). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a “Renewal Term”). The Initial Term and any Renewal Term(s) are referred to as the Term. |
| Scope of Services: | <p>Services to be performed:</p> <p>Provide hourly consulting services and assistance to Client including, but not limited to, the following:</p> <ul style="list-style-type: none"> ▪ Financial Reporting and Analysis, as requested by Client ▪ Processing Accounts Payable: <ul style="list-style-type: none"> ○ Entering bills in accounting system ○ Processing accounts payable checks and delivery |
| Excluded Services: | Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. |
| Compensation: | <ul style="list-style-type: none"> ▪ EdTec to provide consulting services to Client on an hourly time and materials basis at the following discounted hourly rates: <ul style="list-style-type: none"> ○ Financial Reporting and Analysis: \$160/hour ○ Accounts Payable Processing: \$85/hour ▪ Payment Terms: Payment terms are net 30 days from receipt of EdTec’s invoices, which shall be issued monthly and upon completion of the services. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due. |
| School Obligations: | In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, to cooperate reasonably with EdTec, and to timely complete all tasks reasonably requested of Client in connection with the project. |



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| Termination: | <p>Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "School Obligations" above, or (b) upon any revocation of Client's charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination.</p> |
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| <p>EDTEC INC.</p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President & CEO</p> <p>Date: _____</p> <p>1410A 62nd Street Emeryville, CA 94608 Fax: 510.663.3503</p> | <p>SFV FENTON FACILITIES, LLC</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Phone: _____</p> |
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MASTER SERVICES AGREEMENT

This Agreement between **EdTec Inc.** (“EdTec”), and **SFV Fenton Facilities, LLC** (“Client”), is entered into as of March 1, 2021. Client desires that EdTec perform, and EdTec agrees to perform, consulting services for Client, and accordingly, the parties agree to the following terms and conditions:

- 1. Engagement.** Client hereby engages EdTec to render the services (the “Services”) set forth on each Statement of Work executed by the parties hereunder (each, a “Statement of Work”). The Services and each Statement of Work are governed by this Agreement. Client understands that a portion of the Services may require the acquisition or licensing of third-party software, hardware, content, graphics, or other materials (“Third-Party Materials”); that EdTec is not obligated to resell or sublicense such Third-Party Materials to Client; and that Client is responsible for obtaining all such materials, if any, directly from the third party.
- 2. Client Responsibilities; Acceptance.** Client will provide suitable equipment, information, and site and system access and facilities (including but not limited to telecommunications services, office services, and supplies). Client will also satisfy any assumptions and perform any Client obligations identified in a Statement of Work. Client shall make available to EdTec, in a timely manner, all data, files, documentation, or other information necessary or appropriate for the performance of the Services. Client will be responsible for, and EdTec shall be entitled to rely upon, the content, accuracy, completeness, and consistency of all such data, materials, and information. Client understands and acknowledges that there is a risk that information sent by electronic means may be viewed or received by unauthorized persons, and agrees that by sending or receiving information by electronic means, Client shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Tasks that are not specifically assigned to EdTec in any Statement of Work are Client’s sole responsibility and are subject to Client’s supervision, management, and control. Client understands that EdTec’s performance is dependent on Client’s timely and effective performance of Client’s responsibilities and timely decisions and approvals by Client. All Services and Deliverables provided to Client shall be deemed accepted if, within ten (10) days after delivery,

Client has not provided to EdTec written notice identifying specifically the basis for disapproval. EdTec shall be entitled to rely on all decisions and approvals of Client in connection with the Services and Deliverables.

- 3. Price and Payment.** Except as otherwise set forth in a Statement of Work, Client will (a) pay EdTec for Services at the rates set forth in a Statement of Work and (b) reimburse EdTec for all out-of-pocket costs incurred by EdTec in connection with the Services (“Expenses”). Any services provided, or costs incurred, by EdTec to fulfill otherwise unmet assumptions or Client obligations hereunder, or at the request of Client but outside the scope of a Statement of Work, will be deemed Services or Expenses, as applicable, and are subject to the preceding sentence. Except as otherwise set forth in a Statement of Work, EdTec will invoice for fees and Expenses on a monthly basis, and Client will pay such invoices within 30 days. Client will pay or reimburse EdTec for any taxes assessed upon the Services, except for taxes based on EdTec’s net income. If Client fails to pay any invoiced amount within thirty (30) days from date of invoice, the unpaid amount shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law, and EdTec further reserves the right to suspend the provision of Services under any and all Statements of Work in the event an invoice is thirty days past due.
- 4. Ownership.** Upon EdTec’s receipt of Client’s final payment therefor, Client shall have a perpetual, nontransferable, non-sublicensable, non-exclusive, paid-up right and license to use, copy, modify, and prepare derivative works of any deliverables originally developed in the course of the Services, whether individually by EdTec or jointly with Client (“Deliverables”). Client’s rights in the Deliverables shall be solely for Client’s internal business purposes, and not for use in connection with the provision of products or services to any third party. To the extent any Deliverable contains any Underlying EdTec Intellectual Property (as defined below), EdTec grants to Client, subject to the terms and conditions of this Agreement, a non-exclusive, royalty-free, non-transferable, non-sublicensable license, for its internal business purposes only, to use the Underlying EdTec Intellectual Property

solely in its use of the Deliverables as contemplated by this Agreement. "Underlying EdTec Intellectual Property" shall mean EdTec's proprietary intellectual property, such as technology, methodologies, processes and know-how, and including without limitation EdTec's templates, software and other tools, formulae, hardware designs, frameworks, algorithms, software code (in source and object forms), user interface designs, architecture, class libraries, objects, and documentation (both printed and electronic), and any related intellectual property rights throughout the world existing as of the Effective Date, and also including any derivatives, improvements, enhancements, or extensions of Underlying EdTec Intellectual Property conceived, reduced to practice, or developed during the term of this Agreement. EdTec shall own all right, title, and interest in and to the Deliverables and the Underlying EdTec Intellectual Property. All intellectual property rights in the Deliverables and the Underlying EdTec Intellectual Property shall remain in and/or are assigned to EdTec by Client, and Client shall have or obtain all necessary authority to make such assignment. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section. Nothing contained herein will be construed as limiting EdTec's rights to use or market any of its intellectual property, including but not limited to methodologies, know-how, workplans, software, and functional and technical architecture, as well as pre-existing materials and related documentation, without obligation of any kind to Client. Any EdTec software delivered to Client by EdTec that was not developed by EdTec under this Agreement will be subject to a separate license agreement with respect to such software, and until such agreement is executed, Client will have a revocable, non-transferable license for its internal business use only to any such software. To the extent this Agreement contemplates EdTec's use of, or combination with, other intellectual property or data, or other interaction of or with any intellectual property (including software) or data supplied by Client, Client warrants that it has the right to so supply such intellectual property or data for such use, combination, or interaction, and Client will indemnify and defend EdTec against any claims to the contrary. Notwithstanding the foregoing, the rights granted by EdTec hereunder do not include any Third-Party Materials, which shall be subject to

the terms and conditions of the applicable license or other agreement between Client and such third party.

5. Warranties and Remedies.

A. Industry Standards. EdTec warrants that all Services will be performed in accordance with applicable industry standards. If any element of the Services does not conform to the foregoing warranty in any material respect, and Client provides EdTec with written notice describing the material non-conformity within the claims period identified in Section 5.D, EdTec will reperform such element in a manner that does conform, except that if such reperformance is impracticable, in EdTec's sole discretion, EdTec will refund the fees allocable to such nonconforming element. The foregoing remedy represents Client's sole remedy, and EdTec's sole liability in the event of a non-conformity with the warranty provided in this Section 5.A.

B. Infringement. EdTec warrants that its provision of Services hereunder will not infringe any United States patent, or any copyright or trade secret, which is protected under United States law on the date hereof. This warranty does not apply to infringement arising out of Client's use of the Services in combination with any software not furnished by EdTec, Client's use of the Services in a manner for which they were not designed, or modifications to the Services by Client or a third party. If the use of any element of the Services is enjoined as a result of any claim arising out of a breach of this warranty, EdTec will, at its option and expense (i) procure for Client the right to continue to use such element, (ii) replace such element with a comparable element which is noninfringing, (iii) modify such element so it becomes noninfringing, or (iv) refund to Client the fees paid hereunder allocable to such element. Any such modified or replacement element will conform to EdTec's warranties contained herein. EdTec will indemnify Client from and defend Client against any third party claim of patent or copyright infringement that arises solely out of breach of the foregoing warranty, by paying the costs of defending, and damages awarded in respect of, such claim, but only if Client promptly advises EdTec of such claim in

writing, tenders the defense thereof to EdTec, cooperates with EdTec in the conduct of such defense, and uses reasonable efforts to mitigate its damages.

C. Exclusivity. The warranties set forth in this Section 5 are exclusive. NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY), WILL APPLY. Without limiting the generality of the foregoing, EdTec will have no responsibility for the adequacy or performance of (i) any software not created by EdTec pursuant to this Agreement, (ii) any hardware, or (iii) any services provided by any third party. The express remedies set forth in this Section 5 will constitute Client's exclusive remedies for any claim that Services do not conform to any warranty or are otherwise defective.

D. Claims Period. No claim with respect to any part of the Services may be made more than 45 days after such part was performed unless such claim was not reasonably discoverable within such 45 day period, in which case a claim may be made at any time prior to 30 days after discovery of such claim, or 120 days after such part was performed, whichever is earlier. Any such claim will include a reasonably detailed statement of the basis therefor.

6. Liability and Consequential Damages.

A. EdTec's aggregate liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, for all losses or damages arising out of or relating to a Statement of Work will in no case exceed an amount equal to three times the average monthly fee actually paid EdTec pursuant to that Statement of Work. Any costs incurred, and services (at the rates in such Statement of Work) provided, by EdTec in connection with any attempt to provide an express remedy or indemnity provided for in this Agreement or such Statement of Work will be deemed amounts paid by EdTec for purposes of its aggregate liability.

B. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will EdTec, its Affiliates (as defined below), or subcontractors, or any of their respective directors, officers, employees or agents, be liable for (i) special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits, or revenue, or claims of customers, suppliers or funders of Client for such damages, (ii) any losses or damages connected with, or resulting from any data, software, hardware, or services provided by Client or any third party, or (iii) any statement or representation made by a EdTec employee regarding a third party vendor. The foregoing limitations and disclaimers will apply irrespective of whether the possibility of such damages has been disclosed to EdTec in advance or could have reasonably been foreseen by EdTec. For purposes of this Agreement, the term "Affiliate" includes any person or entity which, directly or indirectly, (i) is owned or controlled by the party in question, (ii) owns or controls such party, or (iii) is owned or controlled by any person or entity described in clause (ii) of this sentence.

C. Allocation of Risk. The allocations of liability in this Section 6 represent the agreed and bargained-for understanding of the parties and EdTec's compensation for the Services and Deliverables reflects such allocations. The parties agree further that they will look only to the assets of the other party in connection with any liabilities hereunder and in no event shall they have any claim against any director, officer, stockholder, or employee of the other party in connection with this Agreement.

7. Force Majeure. EdTec will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of Client, major equipment failures, fluctuations or nonavailability of electrical power or telecommunications equipment, or any other act, omission, or occurrence beyond EdTec's reasonable control. If EdTec's performance is delayed by force majeure, the time for performance will be extended.

8. Injury and Property Damage. Except to the extent the indemnified party is compensated by insurance,

EdTec and Client (a) will indemnify each other from any liability for bodily injury (including death) or tangible property damage caused by the indemnifying party's acts or omissions and (b) will, at the indemnifying party's expense, defend any suits or other proceedings asserting such liability brought by third parties against the indemnified party and will pay all expenses and satisfy all judgments which may be incurred or rendered against the indemnified party, but only if the tangible property damage, personal injury, or death does not result from the sole negligence of the indemnified party.

9. Use of Client Name. EdTec may identify Client as a client in EdTec's marketing materials.

10. Non-Solicitation. During the period beginning with the date hereof and ending twelve (12) months after all Services have been performed, neither Client nor its Affiliates will solicit for employment or services any employee or contractor of EdTec. If, during this same period, Client employs or engages an EdTec employee or contractor, with or without solicitation, then Client will pay EdTec a fee equal to four months compensation for such individual (based on full-time employment or services).

11. Termination.

A. Without Cause. Either party may at any time and without cause terminate this Agreement by giving thirty (30) days' written notice of termination to the other party. Termination of this Agreement shall not affect any Statements of Work then in effect. Upon such termination, Client shall pay EdTec for all Services rendered and Expenses incurred by EdTec prior to the effective date of termination under completed Statements of Work, and shall continue to perform its obligations under this Agreement, including without limitation its payment obligations under Section 3, for any Statements of Work then in effect until completion of such Statements of Work in accordance with their respective terms.

B. For Cause. Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate the applicable Statement of Work (and not any other Statement of Work) for breach of a material term or condition of the applicable

Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. Upon such termination, Client shall pay EdTec for all Services rendered and Expenses incurred by EdTec prior to the effective date of termination. In addition, if EdTec terminates a Statement of Work under this Section 11.B, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.

C. For Bankruptcy. This Agreement may be terminated by either party if the other party (a) terminates or suspends its business activities, (b) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes, which is not dismissed within sixty (60) days after commencement of such proceeding.

D. Effects of Termination. In the event of a termination pursuant to Section 11.A or Section 11.B, other than a termination by EdTec pursuant to Section 11.B due to Client's failure to pay amounts properly due and owing pursuant to this Agreement, EdTec will continue to provide Services until the effective date of any such termination and will cooperate reasonably with Client to provide for an orderly transition of the Services to Client at the time of any such termination. EdTec will render a final billing to Client after the effective date of any such termination, and Client will pay the same in accordance with Section 3. The provisions of this Agreement will survive any such termination in accordance with their terms.

12. Dispute Resolution.

A. Mediation. Any disputes between Client and EdTec hereunder are subject to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association in Alameda, California as a condition precedent to the commencement of any binding arbitration or other legal proceeding hereunder.

B. Arbitration. Any disputes between Client and EdTec hereunder that were subject to but not

resolved by use of the mediation procedure set forth in subsection A above will be resolved by binding arbitration in Alameda, California under the Expedited Commercial Rules of the American Arbitration Association by one arbitrator who is an attorney at law. The pre-trial discovery rules of the California CPLR will apply to such arbitration. The arbitrator will issue a written statement of Findings of Fact and Conclusions of Law underlying the arbitrator's decision and will include in any award the reasonable attorneys' fees, expert fees and costs of the prevailing party. The arbitrator may not award damages or provide for remedies in excess of the limitations contained herein. During the pendency of any such mediation or arbitration under subsections A and B herein, the parties will continue to perform their obligations under this Agreement. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceeding hereunder.

C. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THIS AGREEMENT, OR ANY OTHER AGREEMENT OR TRANSACTION BETWEEN THE PARTIES.

D. Injunctive Relief. Notwithstanding anything to the contrary in this Section 12, either party hereto may bring a claim for injunctive relief against the other party in the event of a dispute between them.

13. Miscellaneous.

A. This Agreement will be governed in all respects by the laws of California, without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law.

B. This Agreement contains the complete agreement between the parties. All previous and collateral agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement and, if not

explicitly incorporated in this Agreement, will not be binding on either party. This Agreement may only be amended by a writing signed by both parties. Each Statement of Work issued hereunder will be deemed to be part of this Agreement. The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement.

C. Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.

D. All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed as set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.

E. This Agreement may not be assigned by Client without the prior approval of EdTec. EdTec's rights and obligations hereunder are freely assignable and delegable.

F. Nothing in this Agreement confers upon any person, other than the parties hereto or their respective permitted assigns and successors, any rights or remedies under this Agreement.

G. Each party to this Agreement is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the Services. No employee or representative of either party will at any time be deemed to be under the control or authority of the other party, or under the joint control of both parties. Each party is liable for all workers' compensation premiums and liability, federal, state, and local withholding taxes or charges with respect to its respective employees and will indemnify the other from any claims brought against the other in respect thereto.



SIGNATURES

The parties have duly executed this Agreement as of the date first above written.

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|-------------------------------|-----------------------------------|
| EDTEC INC. | SFV FENTON FACILITIES, LLC |
| By: _____ | Signature: _____ |
| Name: Steve Campo | Name: _____ |
| Title: President & CEO | Title: _____ |
| Date: _____ | Date: _____ |
| 1410A 62 nd Street | Address: _____ |
| Emeryville, CA 94608 | _____ |
| Fax: 510.663.3503 | Email: _____ |
| | Phone: _____ |
| | Fax: _____ |



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
Executive Director

SUBJECT: Recommendation to approve Resolution #45: Resolution of the Board of Directors of the Fenton Charter Public Schools Authorizing the Transfer of Funds from the Fenton Charter Public Schools General Account to Fenton STEM Academy and Fenton Charter Leadership Academy

BACKGROUND

At the January 28, 2016 regular meeting of the FCPS Board of Directors, the Board approved a policy authorizing the transfer of funds between schools. In February 2016, after being open for less than one year, Fenton STEM Academy and Fenton Charter Leadership Academy struggled due to a lack of cash reserves and Fenton's policy of paying employees on a twelve-month schedule. The Board approved a loan of \$250,000 to each Academy, which has since been repaid.

ANALYSIS

The Coronavirus pandemic has wreaked havoc on the economies of countries around the world. The state of California has suffered comparable losses and challenges. Although recovering at a significantly faster pace and extent than expected, the state has imposed deferrals of monthly revenue receipts on all public schools through the 2021-2022 school year. These deferrals will require schools and districts to rely on reserves to pay for needed supplies, materials and resources, and most importantly, employees' salaries.

The Fenton schools are fortunate to have three long standing schools that have accumulated reserves to cover emergencies and unexpected events. The two newest schools are nearly six years old and continue to concentrate on building reserves, but have not reached the level adopted by the Board (a minimum of four months of cash on hand). To ensure there is adequate cash for STEM and FCLA through the 2021-2022 school year, each school will need to receive a transfer of up to \$400,000. Here are the details:

- Funds will be transferred when needed
- Up to \$400,000 will be transferred to Fenton STEM Academy
- Up to \$400,000 will be transferred to Fenton Charter Leadership Academy

- Funds will be repaid in full as soon as funds become available, but no later than June 30, 2023
- Fenton STEM Academy and Fenton Charter Leadership Academy will pay interest on the amounts borrowed equal to the rate paid by the Los Angeles County Treasury for the full duration of the loan

RECOMMENDATION

It is recommended that the Board of Directors approve Resolution #45 and the transfer of up to \$400,000 to Fenton STEM Academy and \$400,000 to Fenton Charter Leadership Academy when needed.



Board Resolution #45

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE FENTON CHARTER PUBLIC SCHOOLS
AUTHORIZING THE TRANSFER OF FUNDS FROM
THE FENTON CHARTER PUBLIC SCHOOLS GENERAL ACCOUNT
TO
FENTON STEM ACADEMY (STEM)
AND
FENTON CHARTER LEADERSHIP ACADEMY (FCLA)**

WHEREAS, the Board of Directors of the Fenton Charter Public Schools approved the policy authorizing the transfer of funds between schools at the January 28, 2016 regular board meeting;

WHEREAS, it is especially difficult for new schools to manage cash flow during their first years of operation due to how state and federal funds are scheduled for receipt by public schools in California;

WHEREAS, the Coronavirus (COVID-19) pandemic has added more uncertainty to school operations in the State of California with the implementation of deferrals of monthly revenue receipts to schools;

WHEREAS, the payroll schedule followed by the Fenton Charter Public Schools for all employees (a twelfthly rather than tenthly schedule) compounds the cash flow situation; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fenton Charter Public Schools:

Loans from the reserves of the Fenton Charter Public Schools general account will be authorized to Fenton STEM Academy and Fenton Charter Leadership Academy with the following provisions:

- Funds will be transferred when needed
- Up to \$400,000 will be transferred to Fenton STEM Academy
- Up to \$400,000 will be transferred to Fenton Charter Leadership Academy
- Funds will be repaid in full as soon as funds become available, but no later than June 30, 2023
- Fenton STEM Academy and Fenton Charter Leadership Academy will pay interest on the amounts borrowed equal to the rate paid by the Los Angeles County Treasury for the full duration of the loan

PASSED, APPROVED AND ADOPTED this 4th day of March 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date: March 4, 2021

Joe Lucente, Chair of the Board

Mercedes Meeks, Secretary of the Board



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
Executive Director

SUBJECT: Recommendation to approve expenditures for items above spending authority of Executive Director

BACKGROUND

The Executive Director has the authority to approve expenditures up to \$25,000. All expenditures over \$25,000 must be approved by the Board of Directors. (The Executive Director was given flexibility during the coronavirus pandemic and approved for spending authority up to \$50,000.)

ANALYSIS

The following expenditures exceed the Executive Director's spending authority, and the Board is asked to review and approve the items:

- 1) **Fenton Avenue Charter School, Fenton Primary Center, Fenton STEM Academy, Fenton Charter Leadership Academy:** *Purchase of Apple laptops for certificated staff – estimated cost: \$184,528.69; purchase of iPads: estimated cost: \$81,600 (Total = \$266,128.69)*

The Fenton Technology Team has worked diligently to maintain all technology devices at the highest level of performance, and this diligence has allowed the schools to utilize devices longer than typically seen. With the implementation of Distance Learning, the laptops issued to teachers and other certificated staff have been utilized more extensively and more continuously than ever before, and with the variety of applications and Internet sites needed to accomplish the high quality instructional program Fenton teachers strive to provide every student, laptops which are approximately five years old are in need of replacement.

Santa Monica Boulevard Community Charter School has been able to 'refresh' laptops regularly and does not need to purchase laptops, but all other Fenton schools must 'refresh' laptops for all certificated staff and purchase additional iPads for students and staff. The estimated cost is \$184,528.69 for the laptops (estimate follows for laptops) and \$81,600 for the 204 iPads (68 each for FACS and FPC; 34 each for STEM and FCLA). The specific cost per site will be determined and each school will pay for the necessary upgrade for the teachers and certificated staff assigned to the site.

Apple Inc. Education Price Quote

| | | | |
|------------------|--|-------------------|---|
| Customer: | Jason Gonzalez FENTON CHARTER PUBLIC SCHOOLS Phone: 8188967482 email: jgonzalez@fentoncharter.net | Apple Inc: | Ankur Khanna 5505 W Parmer Lane Bldg 7 Austin, TX 78727 email: ankur_khanna@apple.com |
|------------------|--|-------------------|---|

Apple Quote: 2206943657

Quote Date: Thursday, January 21, 2021

Quote Valid Until: Saturday, February 20, 2021

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

| Row # | Details & Comments | Qty | Unit List Price | Extended List Price |
|-------|--|-----|-----------------|---------------------|
| 1 | 13-inch MacBook Air – Space Gray (5-Pack) Part Number: Z12D Configuration: <ul style="list-style-type: none"> • 065-C99J 16-core Neural Engine • 065-C99K Apple M1 chip with 8-core CPU and 7-core GPU • 065-C99N 16GB unified memory • 065-C99Q 256GB SSD storage • 065-C9CK Touch ID • 065-C9CJ Two Thunderbolt / USB 4 ports • 065-C9CH Force Touch trackpad • 065-C9CL Retina display with True Tone • 065-C9DG Backlit Magic Keyboard – US English • 065-C9DN Accessory Kit | 135 | \$1,059.00 | \$142,965.00 |
| 2 | 3-Year AppleCare+ for Schools – MacBook Air Part Number: S7732LL/A | 135 | \$183.00 | \$24,705.00 |
| 3 | 13-inch MacBook Air – Space Gray Part Number: Z124 Configuration: <ul style="list-style-type: none"> • 065-C99J 16-core Neural Engine • 065-C99K Apple M1 chip with 8-core CPU and 7-core GPU • 065-C99N 16GB unified memory • 065-C99Q 256GB SSD storage • 065-C9CK Touch ID • 065-C9CJ Two Thunderbolt / USB 4 ports • 065-C9CH Force Touch trackpad • 065-C9CL Retina display with True Tone • 065-C9DG Backlit Magic Keyboard – US English | 2 | \$1,079.00 | \$2,158.00 |

- 065-C9DK Accessory Kit

| | | | | |
|--|--|---|----------|---------------------|
| 4 | 3-Year AppleCare+ for Schools – MacBook Air Part Number: S7732LL/A | 2 | \$183.00 | \$366.00 |
| Edu List Price Total | | | | \$170,194.00 |
| – eWaste Fee / Recycling Fee | | | | \$548.00 |
| – Additional Tax | | | | \$0.00 |
| – Estimated Tax | | | | \$13,786.69 |
| – Total Tax | | | | \$13,786.69 |
| Extended Total Price* | | | | \$184,528.69 |
| <small>*In most cases Extended Total Price does not include Sales Tax *If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary</small> | | | | |

2) Fenton Avenue Charter School, Fenton Primary Center, Santa Monica Boulevard Community Charter School, Fenton STEM Academy, Fenton Charter Leadership Academy: *Purchase of charging stations for all schools to ensure staff and students are assured of continuous use of devices and a robust technology environment as students return to classrooms – estimated cost: \$225,000*

It is unknown if surge protectors and powerblocks in every classroom will be sufficient as a totally new instructional model is implemented with all students using some type of device to engage in classroom activities. The cost projected here is an estimate using the current price of \$1,500 per class:

- FACS: Charging solution for multiple iPads (\$1,500 per class X 32 classrooms) = \$48,000
- FPC: Charging solution for multiple iPads (\$1,500 per class X 40 classrooms) = \$60,000
- FCLA: Charging solution for multiple iPads (\$1,500 per class X 10 classrooms + 6 future classrooms) = \$24,000
- STEM: Charging solution for multiple iPads (\$1,500 per class X 10 classrooms + 6 future classrooms) = \$24,000
- SMBCCS: Charging solution for multiple iPads (\$1,500 per class X 46 classrooms) = \$69,000

5) **Fenton Avenue Charter School, Fenton Primary Center, Santa Monica Boulevard Community Charter School, Fenton STEM Academy, Fenton Charter Leadership Academy:** *Air purifiers for classrooms which use cleanroom level HEPA filters and gaseous contaminants removal that can be a stand-alone air cleaner for a room with high levels of contaminants or as a supplement to existing ventilation systems. Particulates such as pollens, bacteria, fungi, household dust, pet dander, particle emissions from building materials and furniture, and atmospheric dust are removed with an efficiency of at least 99.95%. The system removes contaminants such as ozone, organic gases and odors, volatile organic compounds as well as chemical contaminants that may be generated within the space or introduced from outside the room through ventilation air. Estimated cost for 128 classrooms at a unit price of \$1,994.92: \$255,349.76*

CAMFIL USA, Inc.
Clean Air Solutions



Quotation

10715 Springdale Ave.
Unit 1
Santa Fe Springs, CA 90670
Phone: 800- 300-3277
FAX: 562-906-2112
Website:
<http://www.camfil.com>

Prepared For:

| | |
|---|--|
| FENTON CHARTER PUBLIC SCHOOLS 8928 B SUNLAND BLVD Attn: Juan Alvarez SUN VALLEY, CA 91352 USA | Juan Alvarez jalvarez@fentoncharter.net 818-391-5448 |
|---|--|

Ship To:

| | |
|--|---|
| FENTON CHARTER PUBLIC SCHOOLS 8928 B SUNLAND BLVD Sun Valley, CA 91352 | FENTON CHARTER PUBLIC SCHOOLS (818) 524-9513 |
|--|---|

Shipping Instructions

Quote Details:

| | |
|-----------------------------------|---|
| Quote #: QUO-107223-J8R1G9 | Rev: 0 |
| Customer #: 61041 | Currency: US Dollar |
| Job: City M | Ship Via: BEST WAY |
| Date: 3/3/2021 | FOB Factory: Santa Fe Springs, CA |
| Expiration: 5/3/2021 | Freight Terms: PREPAID/BRANCH ADD TO INV |
| Terms: NET 30 DAYS | Lead Time: 2-4 weeks |

Lead-time subject to change prior to order placement

Quote Details

| Line # | Part # | Qty | Part Name | Unit Price | Total |
|--------|-----------|-----|--|------------|--------------|
| 1 | M34002927 | 128 | CITY M 110 V (US) BLACK ARTICLE NO.: 94000073 | \$1,994.92 | \$255,349.76 |

| | |
|------------------------|---------------------|
| Subtotal: | \$255,349.76 |
| Est. Freight: | |
| Total: | \$255,349.76 |
| All Pricing in: | US Dollar |

Special Comments:

- Please include the Camfil quote # on your purchase order to ensure proper pricing.
- Quote based on quantity listed.
- Freight quoted is an estimate only.
- Tax will be added to invoice if valid resale certificate is not on file with Camfil.

| | |
|---------------|---------------------------|
| By: | Richard Dawson |
| Email: | Richard.Dawson@camfil.com |
| Phone: | +1 (562) 906-2111 |

6) Fenton Avenue Charter School, Fenton Primary Center, Santa Monica Boulevard Community Charter School, Fenton STEM Academy, Fenton Charter Leadership Academy: COVID-19 testing at all school sites – estimated cost: \$22,265.00 with authority for up to \$50,000 as necessary

As the schools prepare to return to some level of in-person instruction, ongoing testing for COVID-19 is a critical component of ensuring the safety of students and staff. CoVerify Health is a company that was identified by the California Charter Schools Association when the Coronavirus closure was first initiated and LAUSD hesitated to include charter schools in their plans for testing. The company has since been researched by many Los Angeles charter schools, including Fenton. The CAO joined several calls with CoVerify staff just after the closure of our schools to determine the integrity and ability of the company to perform the work, and the CAO and ED subsequently determined the company could fulfill the level of ongoing testing required at the five school sites. The estimated cost is \$22,265.00 (estimate and contract follows) which is below the threshold, but due to the uncertainty as to how long this service may be needed, this item is being brought to the Board for attention and approval, and spending authority up to \$50,000, as necessary, depending on the number of students and staff who return to in-person instruction.

CoVerify Health LLC
750 N Hudson Ave, 2411
Chicago, IL 60654 US
billing@coverifyhealth.com

Invoice



| BILL TO |
|--|
| Fenton Charter Public Schools 8928B Sunland Boulevard Sun Valley, CA 91352 |

| SHIP TO |
|--|
| Fenton Charter Public Schools 8928B Sunland Boulevard Sun Valley, CA 91352 |

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|-----------|------------|-------------|------------|----------------|----------|
| 1040 | 02/26/2021 | \$22,265.00 | 02/26/2021 | Due on receipt | |

| | DESCRIPTION | RATE | AMOUNT |
|---|---|----------|----------|
| California Charter COVID-19 Program Fee (Over 400) | Fenton Avenue Charter School | 5,205.00 | 5,205.00 |
| California Charter COVID-19 Program Fee (Over 400) | Fenton Primary Center | 5,205.00 | 5,205.00 |
| California Charter COVID-19 Program Fee (Over 400) | Santa Monica Boulevard Community Charter School | 5,205.00 | 5,205.00 |
| California Charter COVID-19 Program Fee (Under 400) | Fenton Charter Leadership Academy | 3,325.00 | 3,325.00 |
| California Charter COVID-19 Program Fee (Under 400) | Fenton STEM Academy | 3,325.00 | 3,325.00 |

Our preferred method of payment is via ACH to:

BALANCE DUE

\$22,265.00

Bank: JPMorgan Chase Bank, N.A.



BINDING MEMORANDUM OF UNDERSTANDING
COVID-19 TESTING AGREEMENT

**Signal Diagnostics, a Flow Health Company,
CoVerify Health
And
California Charter Schools**

**CALIFORNIA CHARTER SCHOOLS
COVID-19 TESTING PROGRAM**

This **MEMORANDUM OF UNDERSTANDING** (this "**MOU**") is entered into on this _____ day of _____, 2021 (the "**Effective Date**") among **Signal Diagnostics, LLC, a Flow Health Company**, ("**Company**" or "**FLOWHEALTH**"), **CoVerify Health ("CVH")** and **Fenton Charter Public Schools** ("**Client**"). The parties hereto are individually referred to as a "**Party**" and collectively as the "**Parties**."

WHEREAS, **Client** has a need for **COVID-19 Testing** throughout its school system; and

WHEREAS, **CVH** has the capability of facilitating laboratory testing and coordinating ancillary services necessary for such testing, and the capability to assist **Client** in managing its **COVID-19 Testing** program throughout its school system; and

WHEREAS, **Company** has the testing facility, capability and laboratory staffing to provide such **COVID-19 Testing**; and

WHEREAS, **Client** desires to engage **CVH** to facilitate the laboratory testing, coordinate the ancillary services necessary for such testing, and provide certain management and consultant services to assist **Client** in managing its **COVID-19 Testing** program; and

WHEREAS, **CVH** desires to engage **Company** to provide clinical laboratory services to the **Client** for **COVID-19 Testing**; and

WHEREAS, **Company** desires to provide clinical laboratory services to the respective location(s) of the **Client** through **CVH** in said capacity; and

WHEREAS, the **Parties** hereto desire to enter into this **MOU**;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and for the mutual promises, terms, covenants and conditions contained herein, the parties, desiring to be legally bound, agree as follows:

1. **COVID-19 Testing:** **Client** (or **CVH** on **Client's** behalf) will arrange for the performance of **COVID-19 RT-PCR Saliva Testing ("COVID-19 Testing")**. **FLOWHEALTH** will be the laboratory performing the **COVID-19 Testing**. **FLOWHEALTH** is a California licensed, CLIA and Certified High Complexity Testing Laboratory.
 2. **Health Professional Participation:** **FLOWHEALTH** agrees that it will comply with all Federal, State and Local laws governing whether it is a requirement that a **Health Professional** is required in order to perform the **COVID-19 Testing** and all on-site sampling will be performed by licensed healthcare professionals where applicable. **CVH** shall arrange for the on-site sampling by licensed healthcare professionals where applicable.
 3. **Collection Kits and Logistics:** **Company** shall provide **Client** with the supplies needed to collect specimens for **COVID-19 Testing** as well as pick-up and drop-off of the testing kits on days during which confirmed testing occurs and specimens are available for pick-up. **CVH** shall work with **Company** and **Client** to facilitate the
-

pick-up and drop-off of the testing kits on a schedule as mutually agreed to meet **Client's** testing needs, and will ensure that tests will be picked up with sufficient frequency to ensure that test results are provided for each test no more than 72 hours after that test is administered; provided, however, that neither CVH nor the Company shall be responsible for any failure to meet any pick-up or drop-off requirements set forth herein if Client requests changes to the mutually agreed upon schedule or the testing kits are otherwise unavailable for pick-up at the agreed upon time due to no fault of Company or CVH.

4. **Test Results:** Company represents that testing will be completed and results will be provided to the **Client** within 48 hours after arrival at **FLOWHEALTH**, but, subject to the provisions contained in Section 3, in no case shall test results be provided more than 72 hours after the test has been administered. **COVID-19 Testing** results, including any required Fact Sheets for the ordering **Professional** and test recipient, will be made available to the **Clients'** faculty, staff and parents of students as follows:

- (1) SMS notification will be sent to the respective faculty member, staff member or parent(s) of student advising that test results are available;
- (2) A HIPAA compliant web portal will be provided for the accessing of testing results;
- (3) Access to portal will be provided to school administration so that they may view the individual results for their particular facility; and
- (4) All data and results will be reported/provided to the local Department of Health.

FLOWHEALTH makes no representations regarding the use of **COVID-19 Testing** results or the results' role in the **Client's** or test recipient's decision making. Each of **Client** and **CVH** acknowledges that **Company** does not, and cannot, provide medical health care services or advice in the performance of any services or duties pursuant to this **MOU**. **Client** further acknowledges that **CVH** does not, and cannot, provide professional medical health care services or advice in the performance of laboratory testing or use of laboratory test results. For the avoidance of doubt, the determination of whether a test recipient should be permitted to return to the workplace or school, should quarantine, or should take any other action is solely within the **Client** or test recipient's independent policies or judgment.

5. **Laboratory Test Request and Order:** **CVH** will coordinate with licensed physicians and advanced practice providers, each qualified by law and commercially reasonable standards for the services they are performing (collectively, the "**Health Professionals**"), to evaluate each individual's eligibility for **COVID-19 Testing** and to order, or decline to order, **COVID-19 Testing** based on their independent professional judgment. Without limiting the foregoing, every student, faculty or staff of **Client** shall be provided **COVID-19 Testing** as requested, provided that they shall have first properly registered for testing by submitting any necessary consent forms, as verified and confirmed by the **Client**.
6. **Data File:** **CVH** shall facilitate **Client** providing a data file to **Company** containing an alphabetical listing, by last name, file of all students, faculty and staff being tested to include date of birth, contact information including phone, address, email (if available) and insurance information prior to first date of testing. **CVH** shall have no access to the information in such data file, and is not acting as "business associate" to **Company**, as such term is defined by HIPAA.
7. **Specimen Collection:** Subject to Section 2, **Client** (or **CVH** on **Client's** behalf) shall be responsible for the arrangement of specimen collection.
8. **CVH Client Services Agreement:** The parties recognize and agree that the **Client** may complete certain statements of work, intake forms or other documents at the request of **CVH** to facilitate the provision of **CVH's** services to **Client** related to the **Client's COVID-19 Testing** program, including coordination of testing services, collection kit delivery and specimen pick up by **FLOWHEALTH**, completion of **Health Professional** orders for testing where applicable, provision of licensed health professionals for on-site sampling where applicable, testing program support, coordination with **FLOWHEALTH** for **Company** services, and other services.
9. **Administration Fee:** Upon signing of **MOU**, **Client** will pay **CVH** a one-time, non-refundable administration fee as set forth below:

| Client's Total Number of Students and Staff (per Facility) | Administrative Program Fee |
|--|----------------------------|
| 400 or under | \$ 3,325.00 |
| 401 or more | \$ 5,205.00 |

10. **COVID-19 Testing Fees for Insured Faculty and Staff:** Company will not require pre-payment for fees associated with testing for faculty and staff of **Client** who have active health insurance.
11. **COVID-19 Testing Fees for Uninsured Faculty and Staff:** Client will provide a payment of Fifty-Five Dollars (\$55.00) per test being performed for each faculty and staff of **Client** who have no active health insurance at least two (2) business days prior to the scheduled testing date. Such fees shall be submitted to and collected by **CVH**, and **CVH** shall submit any required up-front payment to **FLOWHEALTH** to guarantee the performance of testing services.
12. **COVID-19 Testing Fees for All Students:** Client will provide a payment of Fifty-Five Dollars (\$55.00) per test being performed for each student of **Client**, regardless of insurance coverage, at least two (2) business days prior to the scheduled testing date. Such fees shall be submitted to and collected by **CVH**, and **CVH** shall submit any required up-front payment to **FLOWHEALTH** to guarantee the performance of testing services.
13. **Pre-Payment by Client for COVID-19 Testing:** Client shall have the ability to prepay for as much testing, in advance, as they desire.
14. **Insurance Billing:** Company will be solely responsible to bill for all patients with insurance presenting for **COVID-19 Testing** through **Client**. Company shall also be solely responsible for collecting from each presenting patient's insurance and/or third-party payers for the **COVID-19 Testing** performed and resulted. Company shall perform this obligation in accordance with customary industry standards. Upon reimbursement to Company from insurance billed for each student tested, Client will be reimbursed by Company no less than Forty-Five Dollars (\$45.00) and no more than Fifty-Five Dollars (\$55.00) for their pre-payment made. Reimbursement to Client by Company shall be paid by the last day of the month for collections received during the previous month. Neither CVH nor Client shall bill any insurance company or other third-party payer for testing services provided by Company.
15. **Panel Ownership.** All **COVID-19 Testing** panels used are the property of **FLOWHEALTH**, and neither **CVH** nor **Client** has any claim to any information other than **Client's** claim to individual test results as applicable.
16. **Confidential Information.** **FLOWHEALTH** now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "**Company Information**"). **FLOWHEALTH** will be disclosing **Company Information** to **Client** during testing, all of which shall be treated as confidential.
17. **FLOWHEALTH Property.** All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "**Materials**"), which are furnished to **Client** or **CVH** by **FLOWHEALTH** or which are developed in the process of performing services under this **MOU**, or embody or relate to those services, the **FLOWHEALTH Information** (as defined below), are the property of **FLOWHEALTH**, and shall be returned by **Client** or **CVH** as the case may be, to **FLOWHEALTH** promptly at **FLOWHEALTH'S** request. Neither **CVH** nor **Client** is granted any rights in or to such **Materials**, the **FLOWHEALTH Information** or the testing information, except as necessary to fulfill such party's obligations under this **MOU** or the **CVH-Client** services agreement. Neither **CVH** nor **Client** shall use or disclose the **Materials** or **FLOWHEALTH Information** to any third-party.
18. **Protection of Client Information.** **FLOWHEALTH** and **CVH** agree that at all times during or subsequent to the performance of the services, **FLOWHEALTH** and **CVH** will keep confidential and not divulge, communicate, or use **Client Information**, except as provided herein or as necessary to perform the **COVID-19 Testing** and related services under this **MOU** in compliance with state and federal laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). **FLOWHEALTH** and **CVH** further agree not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, **Client Information** from **FLOWHEALTH's** or **CVH's** principal place of business, without **Client's** advance

written consent.

19. **Protection of CVH Information.** FLOWHEALTH agrees that at all times during or subsequent to the performance of the services, FLOWHEALTH will keep confidential and not divulge, communicate, or use CVH Information, except as provided herein or as necessary to perform the COVID-19 Testing and related services under this MOU. FLOWHEALTH further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, CVH Information from FLOWHEALTH's principal place of business, without CVH's advance written consent.
20. **Representations.** CVH represents and warrants to Company and Client that (a) CVH has full power and authority to enter into this MOU including all rights necessary to make the foregoing commitments to FLOWHEALTH; that in performing under the MOU; and (b) CVH will not violate the terms of any agreement with any third-party. Client represents and warrants to Company and CVH that (a) Client has full power and authority to enter into this MOU including all rights necessary to make the foregoing commitments to FLOWHEALTH and CVH; that in performing under the MOU; and (b) Client will not violate the terms of any agreement with any third-party.
21. **Insurance and Indemnification.** FLOWHEALTH and CVH will each maintain insurance as is customary for their industry during the term of this MOU. FLOWHEALTH and CVH will each, respectively, indemnify, defend and hold Client harmless against any loss, expense, damage, attorneys' fees or liability caused by FLOWHEALTH or CVH's gross negligence or willful misconduct in performance or failure to perform any of the terms, covenants or other obligations of FLOWHEALTH or CVH under this MOU, except in all cases to the extent caused by Client's noncompliance with the terms of this Agreement, gross negligence or willful misconduct.
22. **Entire Agreement.** This MOU constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. The parties agree that the terms and conditions of any CVH-Client services agreement shall be consistent with this MOU.
23. **Termination.** Either party can terminate this Agreement with ten (10) days' written notice to the other party.
24. **Amendment and Waivers.** Any term or provision of this MOU may be amended, and the observance of any term of this MOU may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this **Memorandum of Understanding** as of the day and year hereinbefore first written.

AS TO CVH

CoVerify Health LLC

BY: _____
Name: _____
Title: _____
Date: _____

AS TO FLOWHEALTH

Signal Diagnostics, LLC

BY:  _____
Name: Alex Meshkin
Title: CEO
Date: 2/26/2021

AS TO CLIENT

Fenton Charter Public Schools

BY:  _____
Name: David Riddick
Title: Chief Academic Officer
Date: 2/26/2021

**Memorandum of Understanding
Signature Page**

**Signal Diagnostics LLC,
CoVerify HEALTH
And
California Charter Schools
COVID-19 TESTING PROGRAM**

RECOMMENDATION

It is recommended that the Board of Directors approve the expenditures for the five expenditures presented for approval: 1) purchase of Apple laptops and iPads for FACS, FPC, STEM and FCLA; 2) charging stations for all sites; 3) acrylic desktop barriers for adult desks and work stations; 4) acrylic desktop barriers for students; and 5) COVID-19 ongoing testing for all sites.



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
Executive Director

SUBJECT: Recommendation to approve budget reduction items for the 2021-2022 school year

BACKGROUND

Due to concerns with the possibility of significant negative ending fund balances in future years, the Board has reviewed cost savings measures to ensure balanced school budgets moving forward. This discussion began at the September board meeting, and continued at the October, December and January meetings.

ANALYSIS

Health benefits and personnel costs account for the most significant expenses incurred by all sites, and beginning in September, the Board has received information analyzing costs, possible cost cutting measures, and resulting savings.

As we approach the 2021-2022 school year, the “hold harmless” provision implemented due to the impact of the pandemic on enrollment across the state is not currently on the table for the new year. Traditional public school districts experiencing declining enrollment have the protection of a “hold harmless” provision already enacted for districts only. Charter schools do not have the same protection.

Although the COLA for 2021-2022 is projected at 3.84%, the Fenton schools require a 5% COLA to fully fund Step and Column increases and meet the increased costs of medical insurance. It should also be noted that COLAs for succeeding years are projected to be 1.25%, 1.61% and 1.90% respectively for 2022-2023, 2023-2024 and 2024-2025.

Included on the following pages are multiyear budget projections (2021-2022, 2022-2023; and 2023-2024) for the Fenton Charter Public Schools which support the necessity to enact budget reductions beginning on July 1, 2021.

| 2020-21 | FCLA | STEM | FPC | FACS | SMBC | Total |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|--------------------|
| Current Forecast | | | | | | |
| Total Revenue with One-Time Funds | 4,790,271 | 4,802,396 | 11,798,465 | 8,761,970 | 12,426,520 | 42,579,620 |
| Total Expenses with One-Time Funds | 4,426,750 | 4,358,654 | 10,156,323 | 8,240,139 | 11,666,691 | 38,848,557 |
| Operating Income | 363,520 | 443,741 | 1,642,142 | 521,831 | 759,829 | 3,731,063 |
| Theoretical Forecast | | | | | | |
| Total Revenue without One-Time Funds | 4,471,078 | 4,484,374 | 11,109,195 | 8,054,961 | 11,256,754 | 39,376,362 |
| Total Expenses without One-Time Funds | 4,405,926 | 4,281,579 | 9,937,948 | 8,153,603 | 10,944,919 | 37,723,976 |
| Operating Income | 65,151 | 202,795 | 1,171,247 | (98,642) | 311,835 | 1,652,387 |
| Net Difference | (298,369) | (240,946) | (470,895) | (620,473) | (447,994) | (2,078,677) |
| ADA Impact on LCFF Revenue | | | | | | |
| Enrollment (Actual) | 351 | 340 | 623 | 609 | 842 | 2,765 |
| ADA (Actual) | 335.21 | 324.70 | 594.97 | 581.60 | 804.11 | 2,640.58 |
| Funded ADA* | 339.10 | 327.60 | 669.59 | 614.84 | 847.32 | 2,798.45 |
| Difference | (3.90) | (2.90) | (74.63) | (33.24) | (43.21) | (157.88) |
| Net Impact on LCFF Revenue | (41,435) | (31,058) | (841,761) | (354,303) | (477,840) | (1,746,397) |

*Funded ADA based on PY P2 ADA for FPC, FACS and SMB, and adj ADA per growth application for FCLA & STEM Assumptions

- ADA (Actual) based on statewide attendance average for K-8 schools of 95.5% ADA

| 2021-22 | FCLA | STEM | FPC | FACS | SMBC | Total |
|---|----------------|----------------|--------------------|--------------------|------------------|--------------------|
| Current Forecast | | | | | | |
| Total Revenue with One-Time Funds | 5,421,349 | 5,637,479 | 11,578,047 | 10,305,460 | 12,737,246 | 45,679,581 |
| Total Expenses with One-Time Funds | 5,329,321 | 5,449,047 | 10,938,936 | 10,716,556 | 12,909,089 | 45,342,949 |
| Operating Income | 92,028 | 188,432 | 639,111 | (411,096) | (171,844) | 336,632 |
| Theoretical Forecast | | | | | | |
| Total Revenue without One-Time Funds | 5,090,527 | 5,269,969 | 10,646,142 | 9,111,630 | 11,383,825 | 41,502,093 |
| Total Expenses without One-Time Funds | 4,998,499 | 5,081,537 | 10,007,031 | 9,522,726 | 11,555,668 | 41,165,461 |
| Operating Income | 92,028 | 188,432 | 639,111 | (411,096) | (171,844) | 336,632 |
| Net Difference | - | - | - | - | - | - |
| ADA Impact on LCFF Revenue | | | | | | |
| Enrollment (Actual) | 359 | 359 | 688 | 667 | 819 | 2,892 |
| ADA (Actual) | 351.82 | 351.82 | 670.80 | 650.33 | 798.53 | 2,823.29 |
| ADA (75% growth at FACS and FPC) | 351.82 | 351.82 | 766.11 | 756.84 | 798.53 | 3,025.12 |
| Difference | - | - | (95.31) | (106.52) | - | (201.83) |
| Net Impact on LCFF Revenue | - | - | (1,115,177) | (1,175,317) | - | (2,290,494) |
| Total one-time funds included-ESSER II | 330,822 | 367,510 | 931,905 | 1,193,830 | 1,353,421 | 4,177,488 |

Assumptions

- One-time CRRSA ESSER II revenues and expenses are equal
- 97.5% ADA for FACS/FPC/SMBC and 98.0% ADA for STEM/FCLA
- Growth towards maximum enrollment is compared to 2020-21

| 2022-23 | FCLA | STEM | FPC | FACS | SMBC | Total |
|---------------------------------------|-----------|-----------|-------------|-------------|------------|-------------|
| Current Forecast | | | | | | |
| Total Revenue with One-Time Funds | 5,211,436 | 5,407,042 | 10,881,310 | 9,330,470 | 11,651,002 | 42,481,260 |
| Total Expenses with One-Time Funds | 5,185,679 | 5,346,172 | 10,432,900 | 9,932,360 | 11,818,526 | 42,715,638 |
| Operating Income | 25,757 | 60,870 | 448,410 | (601,891) | (167,524) | (234,378) |
| Theoretical Forecast | | | | | | |
| Total Revenue without One-Time Funds | 5,211,436 | 5,407,042 | 10,881,310 | 9,330,470 | 11,651,002 | 42,481,260 |
| Total Expenses without One-Time Funds | 5,185,679 | 5,346,172 | 10,432,900 | 9,932,360 | 11,818,526 | 42,715,638 |
| Operating Income | 25,757 | 60,870 | 448,410 | (601,891) | (167,524) | (234,378) |
| Net Difference | - | - | - | - | - | - |
| ADA Impact on LCFF Revenue | | | | | | |
| Enrollment (Actual) | 359 | 359 | 688 | 667 | 819 | 2,892 |
| ADA (Actual) | 351.82 | 351.82 | 670.80 | 650.33 | 798.53 | 2,823.29 |
| ADA (80% growth at FACS and FPC) | 351.82 | 351.82 | 776.69 | 767.72 | 798.53 | 3,046.57 |
| Difference | - | - | (105.89) | (117.39) | - | (223.28) |
| Net Impact on LCFF Revenue | - | - | (1,276,053) | (1,334,636) | - | (2,610,690) |

Assumptions

- 97.5% ADA for FACS/FPC/SMBC and 98.0% ADA for STEM/FCLA
- Growth towards maximum enrollment is compared to 2020-21

| 2023-24 | FCLA | STEM | FPC | FACS | SMBC | Total |
|---------------------------------------|-----------|-----------|-------------|-------------|------------|-------------|
| Current Forecast | | | | | | |
| Total Revenue with One-Time Funds | 5,332,207 | 5,529,490 | 11,127,511 | 9,556,086 | 11,938,258 | 43,483,552 |
| Total Expenses with One-Time Funds | 5,371,382 | 5,429,065 | 10,754,373 | 10,162,204 | 11,999,420 | 43,716,444 |
| Operating Income | (39,174) | 100,425 | 373,138 | (606,118) | (61,162) | (232,892) |
| Theoretical Forecast | | | | | | |
| Total Revenue without One-Time Funds | 5,332,207 | 5,529,490 | 11,127,511 | 9,556,086 | 11,938,258 | 43,483,552 |
| Total Expenses without One-Time Funds | 5,371,382 | 5,429,065 | 10,754,373 | 10,162,204 | 11,999,420 | 43,716,444 |
| Operating Income | (39,174) | 100,425 | 373,138 | (606,118) | (61,162) | (232,892) |
| Net Difference | - | - | - | - | - | - |
| ADA Impact on LCFF Revenue | | | | | | |
| Enrollment (Actual) | 359 | 359 | 688 | 667 | 819 | 2,892 |
| ADA (Actual) | 351.82 | 351.82 | 670.80 | 650.33 | 798.53 | 2,823.29 |
| ADA (85% growth at FACS and FPC) | 351.82 | 351.82 | 787.26 | 778.59 | 798.53 | 3,068.02 |
| Difference | - | - | (116.46) | (128.26) | - | (244.73) |
| Net Impact on LCFF Revenue | - | - | (1,446,254) | (1,502,696) | - | (2,948,950) |

Assumptions

- 97.5% ADA for FACS/FPC/SMBC and 98.0% ADA for STEM/FCLA
- Growth towards maximum enrollment is compared to 2020-21

Due to the considerations presented at the September, October, December and January board meetings, the following items are recommended for approval and implementation to ensure balanced school budgets and continued strong cash reserves:

(Additional clarification has been added in **RED** to ensure staff clearly understand the changes to be implemented.)

Changes to Health Benefits for “actives”:

- **Cap expenditures at 2020-2021 Health Net rates beginning in 2021-2022 and all succeeding years unless significant changes are realized. The 2020-2021 Health Net rates become the “baseline” moving forward. Any increase (difference between 2020-2021 rates and rates for the next school year) will be paid by members through payroll deduction.**

Here are the proposed rates for Health Net (with a 9.9% increase) and Kaiser (with a 5.35% increase) for 2021-2022:

| Health Net | Current | 2021-2022 | Difference |
|-----------------------------|-------------------|------------------|-------------------|
| <i>Employee Only</i> | \$748.05 | \$822.11 | \$74.06 |
| <i>Employee + 1</i> | \$1,608.31 | \$1,767.53 | \$159.22 |
| <i>Employee + 2 or more</i> | \$2,206.76 | \$2,425.23 | \$218.47 |

| Kaiser | Current | 2021-2022 | Difference |
|-----------------------------|----------------|------------------|-------------------|
| <i>Employee Only</i> | \$586.16 | \$617.50 | \$31.34 |
| <i>Employee + 1</i> | \$1,172.32 | \$1,235.00 | \$62.68 |
| <i>Employee + 2 or more</i> | \$1,658.84 | \$1,747.52 | \$88.68 |

The “**difference**” displayed for Health Net is the amount Health Net members in ‘employee + 1’ or ‘employee +2 or more’ plans will contribute monthly beginning on July 1, 2021 through payroll deduction. Those covered for ‘employee only’ will NOT contribute.

Because the Kaiser rates continue to fall under the 2020-2021 Health Net rates, which becomes the “baseline” moving forward, as long as the Kaiser rates remain lower than what is displayed here as the “current” Health Net rates, there will be no contribution from Kaiser members other than a minimal monthly contribution. (This amount is to be determined, but will most likely be somewhere between \$10 and \$20 per month through payroll deduction.) If and when the Kaiser rates reach or exceed the 2020-2021 Health Net rates (the “current” rates displayed above), Kaiser members will also make a monthly payroll contribution to cover the difference between the established baseline and the new Kaiser rate.

- **There will be no cap for ‘employee only’ benefits for either plan and those covered for ‘employee only’ benefits will not pay a co-payment even as a “baseline” is established. ALL Kaiser members will pay the monthly minimum \$10 to \$20 contribution beginning on July 1, 2021 no matter the plan level. (‘Employee Only’ members will pay this monthly, minimum amount also.)**

- **Health Net members covered for ‘Employee + 1 dependent’ and ‘Employee + 2 or more dependents (family)’ will pay the difference between this year’s rates for Health Net coverage and any increase for the 2021-2022, and then subsequent years, through payroll deduction.** (The baseline established from the 2020-2021 Health Net rates will remain the amount from which the employee’s contribution is calculated each year and will be changed only by Board action.)
- **Kaiser members will not incur a ‘co-payment’ (due to the difference between Health Net and Kaiser rates) until Kaiser rates reach the cap established by 2020-2021 Health Net rates. ALL Kaiser members will pay the minimum \$10 to \$20 monthly contribution in 2021-2022 no matter the plan level. This monthly contribution will change from year to year as per Board action.**
- **When the baseline established by 2020-2021 Health Net rates is reached or exceeded by Kaiser, Kaiser members (‘Employee + 1’ and ‘Employee + 2 or more dependents’ only) will also pay the difference through payroll deduction.**
- If in any given year rates for any medical insurance plan falls below the established 2020-2021 baseline, there will be no co-pay on the premium.

Due to decreasing enrollment in the Health Net plan, it is predicted that Kaiser will eventually become the only plan that is available to eligible employees. If and when this occurs, the established “baseline” will continue in place even with the single Kaiser plan. If the Kaiser plan should exceed the established “baseline”, monthly co-payments to the plan will be made by ‘Employee + 1’ and ‘Employee + 2 more’ members.

As a reminder, opting-out of Fenton health benefits is offered once a year, between June 1st and June 15th. The following conditions must be met in order to ‘opt-out’:

- For employees under 26 years of age who would like to opt-out, proof of medical insurance coverage from a parent is required. The opt-out agreement (and cash in lieu of stipend) ends immediately when the employee turns 26 and the employee must enroll in a Fenton plan.
- For employees covered by a spouse, proof of coverage and marriage must be presented. Verification of coverage and proof of marriage must be in place prior to July 1st.
- The opt-out includes and requires opting-out of all three health benefit plans: medical, dental, and vision insurance. There are no exceptions.

For staff members eligible for retiree health benefits, enrollment in the Fenton health benefits plan is required for a full year before retirement. Non-enrollment will result in forfeiture of retirement health benefits.

Changes to health benefits for retirees:

- **Tier 1 “early retirees” (beginning with those who retire at the end of the 2020-2021 school year) will carry the identified baseline into retirement until reaching Medicare age (65).**
 - Early retirees will forward a check for the appropriate amount (“difference” between current and 2021-2022 rates for ‘employee + 1’) by the first of every month.
 - There will be no contribution for Tier 1 “early retirees” who are covered for ‘employee only’ benefits.
 - Additional dependents are not covered once an employee retires. Only the spouse is covered for benefits after retirement, even for ‘early retirees,’ and therefore, the maximum amount of the monthly co-payment will be the difference indicated for ‘employee + 1’ coverage.

- **Tier 2: increased minimum years of service to qualify for benefits from 15 years to 20 years of service, and decreased cap of \$10,000 – difference to be paid by retiree; cap remains even if percentage reaches 100% (Fenton will pay 100% of premium up to \$10,000; retiree will pay the difference). Tier 2 “early retirees” (beginning with those who retire at the end of the 2020-2021 school year) will carry the identified baseline into retirement until reaching Medicare age (65).**
 - Early retirees will forward a check for the appropriate amount (“difference” between current and 2021-2022 rates for ‘employee + 1’) by the first of every month.
 - The co-payment will be subtracted from the calculation of the annual cost of the retiree’s health benefits for purposes of determining the School’s contribution.
 - There will be no contribution for Tier 2 “early retirees” who are covered for ‘employee only’ benefits.
 - Only the spouse is covered for benefits after retirement, and only if the employee was hired prior to July 1, 2012. The maximum amount of the monthly co-payment will be the difference indicated for ‘employee + 1’ coverage. If the annual cost to the School exceeds \$10,000 (after subtracting the co-payment), the retiree will additionally pay this difference.

- **Tier 3: decreased cap of \$10,000; cap remains even if percentage reaches 100% (Fenton would pay 100% of premium up to \$10,000; retiree would pay difference). Tier 3 “early retirees” (beginning with those who retire at the end of the 2020-2021 school year) will carry the identified baseline into retirement until reaching Medicare age (65) at which time all retiree health benefits end.**
 - Early retirees will forward a check for the appropriate amount (“difference” between current and 2021-2022 rates for ‘employee + 1’) by the first of every month.
 - The co-payment will be subtracted from the calculation of the annual cost of the retiree’s health benefits for purposes of determining the School’s contribution.

- There will be no contribution for Tier 3 “early retirees” who are covered for ‘employee only’ benefits.
 - Only the spouse is covered for benefits after retirement, and only if the employee was hired prior to July 1, 2012. The maximum amount of the monthly co-payment will be the difference indicated for ‘employee + 1’ coverage. If the annual cost to the School exceeds \$10,000 (after subtracting the co-payment), the retiree will additionally pay this difference.
- **Tier 3 membership closes on June 30, 2021. New hires (those hired on or after July 1, 2021) will not qualify for Fenton post-employment retirement health benefits.**

Early Retirees have the same choice of plans as Actives, and therefore if Kaiser should become the only choice, Early Retirees, no matter when the date of retirement, will also have the one choice until the retiree is eligible for Medicare.

Retirees are reminded that selecting a Fenton plan at the time of retirement and continuing as a member of the Fenton retiree health benefits plan must be continuous. The retiree may not ‘opt-out’ of Fenton’s retiree health benefits plan and then ‘opt-in’ at some later date. Once a retiree leaves the Fenton retiree health benefits plan, the retiree cannot rejoin the plan in the future – the benefits have been forfeited.

Changes to personnel “norms”:

- **T.A.s –**
 - **One per every three classrooms**
 - T.A.s only work with students; no supervision
- **Office Staff –**
 - **Maximum of one per every 200 students.** (Office staff includes Office Manager, Office Assistant, Compliance Assistant, and Nurse’s Aide.)
 - If the school’s ending fund balance is above \$200,000 additional “office staff” such as additional Office Assistants, Compliance Assistants, Nurse’s Aide, and Supply Room Clerks may be hired.
- **Custodial Staff –**
 - **Maximum of four (4) full-time per site or 3 full-time plus 2 part-time.**
- **Security –**
 - **When schools return to “normal”, 1.5 per site with no contracted services.**

For 2022-2023:

- **Administration -**
 - Consider changing norm to 1 administrator for every 225 students. Schools have until August 2022 when new norm may be implemented by Board action.

Special Education Guidelines:

- **Consistent use of data to determine placements.**
- **Consistent use of data and research to determine programs necessary at any given Fenton site.**
- **Well-developed and communicated specific procedures and protocols to determine assignment of Adult Assistants (AAs), the number of hours an AA is assigned, and regular review of the necessity of the assignment.**
- **More in-depth and regular review of adherence to protocols at each site, including monthly review and evaluation of Special Education spending.**

RECOMMENDATION

It is recommended that the Board of Directors approve the proposed changes to expenditures.

V. ITEMS SCHEDULED FOR INFORMATION



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
Executive Director

SUBJECT: Update on FCPS OPEB Trust

BACKGROUND

The FCPS OPEB Trust was formally established at the East West Bank and an investment portfolio created on March 28, 2016. The portfolio was transferred to Cathay Wealth Management on October 30, 2017.

ANALYSIS

The President of the Trust, Walter Wallace, and Secretary of the Trust, Joe Lucente, will provide an update.

RECOMMENDATION

This is an information item only and no action is required.



FENTON CHARTER PUBLIC SCHOOLS

March 4, 2021

TO: Fenton Charter Public Schools
Board of Directors

FROM: Irene Sumida
Executive Director

SUBJECT: Progress on expansion of FCLA and STEM

BACKGROUND

The facility located on the same property as the Academies and adjacent to the FCPS Business Office was leased and is being renovated in preparation for the addition of 6th grade during the 2020-2021 school year.

ANALYSIS

Board Chair Joe Lucente will present an update on progress to date.

RECOMMENDATION

This is an information item only and no action is required.