



GUAJOME LEARNING CENTERS  
2000 North Santa Fe Avenue  
Vista, California 92083  
Phone (760) 631-8500  
Website [www.guajome.net](http://www.guajome.net)

**BOARD OF DIRECTORS  
Agenda**

**September 12, 2023  
NO CLOSED SESSION**

**Administration**

Humphrey, Kevin  
Superintendent

Dhillon, Mary

**Regular Board of Directors Meeting  
Public Session 3:30 p.m.**

Building 1, Student Services Building  
Administration Training Center

**Board of Directors**

Llamas, Luis, Chair

Landin, Luis, Vice-Chair

Davenport, Joji

Hamamoto, Kathy

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Agenda	Presenter	Action/ Information
1. <b>PUBLIC SESSION – CALL TO ORDER (3:30 p.m.)</b> Roll call and establishment of quorum Pledge of Allegiance	Luis Llamas	
2. <b>APPROVAL OF AGENDA</b> Recommended motion: The Board of Directors approve the agenda for the September 12, 2023 Board of Directors Meeting	Luis Llamas	Action
3. <b>PUBLIC COMMENTS ON AGENDA ITEMS</b> The Board welcomes and encourages public comments. Each Individual will be allotted a maximum of three minutes to address the Board. The Board will limit the total agenda time for public input to 20 minutes		
4. <b>PUBLIC COMMENTS ON NON-AGENDA ITEMS</b> The Board welcomes and encourages public comments. Each Individual will be allotted a maximum of three minutes to address the Board. The Board will limit the total agenda time for public input to 20 minutes		
5. <b>CHARTER SCHOOL SUPERINTENDENT REPORT</b> A. General Updates	Kevin Humphrey	Information
6. <b>STAFF REPORTS</b> A. Facilities Report	Luis Llamas	Information
7. <b>PUBLIC HEARING</b> A. The public will be given opportunity to provide testimony on a proposal regarding the Educational Protection Account.	Luis Llamas	
8. <b>FISCAL SERVICES</b> A. Educational Protection Account B. Unaudited Actuals 2022/2023 C. Special Education Allocation Plan D. GPA and GLC MOU Agreement Update	Charterwise Charterwise Kevin Humphrey Kevin Humphrey	Action Information Action Action

The purpose of the consent calendar motion is to expedite action on routine agenda items. All agenda action items that are not held for discussion at the request member of the audience or Board member will be approved as written as part of a single motion Consent Calendar Motion. Action items designated or held for discussion will be acted upon individually.

- |   |             |               |
|---|-------------|---------------|
| <b>9. CONSENT CALENDAR</b><br>A. APPROVAL OF MINUTES<br>1. Board of Directors Minutes June 13, 2023 | Luis Llamas | <b>Action</b> |
| <b>10. COMMUNICATION FROM THE BOARD</b>   | Luis Llamas |               |
| <b>11. PROPOSED AGENDA ITEMS FOR UPCOMING MEETINGS</b>  | Luis Llamas |               |
| <b>12. FUTURE BOARD MEETING DATES</b>   |             |               |
| <b>13. ADJOURNMENT</b>  | Luis Llamas |               |

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Office of the Charter School Superintendent at (760) 631-8500, Ext. 1222, at least 72 hours before the Board meeting.*

## **GUAJOME LEARNING CENTERS**

**AGENDA ITEM 8A**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** September 12, 2023

**SUBJECT: EPA Spending Report**

This presentation will provide details on how the Education Protection Account funds were spent during the 2022-23 school year. Guajome Learning Centers received \$55,638 for this fund from the state and 100% of that money was spent on approved expenditures.

**FISCAL IMPACT:**  
None.

**RECOMMENDATION:**  
Information

Prepared by:  
Stephanie Whitehouse

Approved by:  
Kevin Humphrey, Superintendent

**GUAJOME LEARNING CENTERS CHARTER SCHOOL**  
**RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of GUAJOME LEARNING CENTERS Charter School;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of GUAJOME LEARNING CENTERS Charter School has determined to spend the monies received from the Education Protection Act as attached.

DATED: \_\_\_\_\_, 2023 \_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

2022-23 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Guajome Learning Centers**

**Expenditures July 1, 2022 through June 30, 2023-Actual Expenditures**

**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	55,638.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>55,638.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>	<b>Function Codes</b>	
Instruction	1000-1999	55,638.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>55,638.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

## **GUAJOME LEARNING CENTERS**

## **AGENDA ITEM 8B**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** September 12, 2023

### **SUBJECT: Unaudited Actuals Report**

This presentation will detail the final financial position of Guajome Learning Center as of June 30, 2023. Detail is provided for all expenditures, revenues, assets, and fund balance. These values are official prior to any audit adjustments that may be made once our audit report is completed by Wilkinson, Hadley, King & Co. LLP A follow up presentation will be made once the audit report is finalized.

### **FISCAL IMPACT:**

None.


### **RECOMMENDATION:**

Information

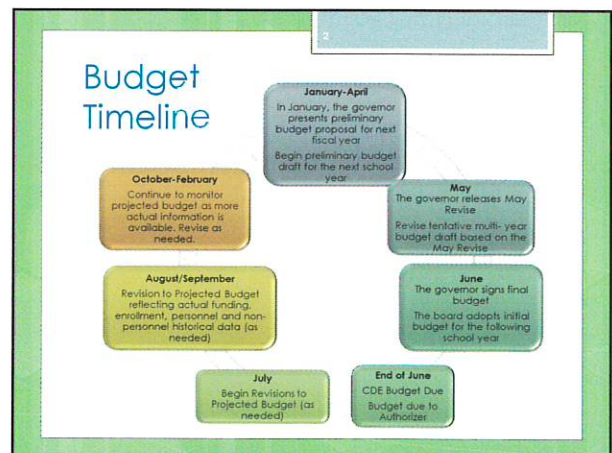
Prepared by:  
Stephanie Whitehouse

Approved by:  
Kevin Humphrey, Superintendent





**Financial Update**  
Thursday, September 7<sup>th</sup>, 2023



Budget Variances – Revenue Highlights

Revenues	Variance
Increase in Federal sped rate	98,490.00
Spent ELO_G resource 3218	96,208.00
Spent ELO_G resource 3219	165,846.00
Federal sources	360,544.00
Savings on ELO_P resource 2600	(181,785.00) *
Mis-budget child nutrition state	328,840.00
Insurance reimbursement	184,642.24
STRS on behalf	806,649.95
Increase in lottery rates	100,474.00
Enrollment hold harmless	654,104.00
State sources	2,074,710.19
Increase in interest rates	266,874.00
Increase in state sped rate	104,207.00
Local sources	371,081.00
Positive revenue variance	2,806,335.19

*\*monies deferred to future years*

Budget Variances – Expense Highlights

Expense	Variance
STRS on behalf	806,649.95
Negative expense variance	806,649.95

## Overall!

Overall year ended with surplus of	<u>\$ 1,136,041.67</u>
Reserve	84%

## Prior year restatement

Net Loss FY21-22	<u>\$ (840,780.00)</u>
Restatement to Prior Year - positive	<u>\$ 1,335,661.00</u> +
	<u>\$ 494,881.00</u> **

\*Corrections and \$1,081,546 in one time funds that were not charged allowable expenses

\*\*Auditors need to agree to restatement

## Unaudited Actuals

- Unaudited Actuals are required of all school districts and charter schools and are used by the CDE and charter school authorizing agencies, respectively, to determine financial viability and sustainability. As the reports are comparable in structure, their content can be analyzed for reasonableness and whether they provide an accurate picture of a school district's or charter school's financial situation.
- Similar to the Preliminary Budget template; Unaudited Actuals – Alt Form template is structured to promote uniformity across the major financial reports required of charters schools.
- The board is approving the Unaudited Actuals – Alt Form tonight

	2022-23 PROJECTED BUDGET	2022-23 FIRST INTERIM	2022-23 SECOND INTERIM	2022-23 UNAUDITED ACTUALS
<b>A. REVENUES</b>				
1) Revenue Limit Sources	834,445	552,440	568,197	702,835
2) Federal Revenues	-	29,537	29,537	614
3) Other State Revenues	19,455	41,667	41,667	68,091
4) Other Local Revenues	16,000	76,021	76,021	48,813
<b>TOTAL REVENUES</b>	<b>869,900</b>	<b>699,665</b>	<b>715,422</b>	<b>820,353</b>
<b>B. EXPENDITURES</b>				
1) Certificated Salaries	498,503	293,087	338,159	369,969
2) Classified Salaries	55,259	56,583	56,332	56,583
3) Employee Fringes	184,957	112,059	168,659	249,651
4) Books, Supplies, Non-Capital Equip	2,125	2,125	2,125	1,541
5) Services, Other Operating Exp	170,415	191,293	191,451	198,650
6) Capital Outlay	-	-	-	1
<b>TOTAL EXPENDITURES</b>	<b>911,258</b>	<b>655,147</b>	<b>756,726</b>	<b>876,395</b>
<b>C. EXCESS/DEFICIENT REVENUE OVER EXP</b>	<b>(41,358)</b>	<b>44,518</b>	<b>(41,304)</b>	<b>(56,041)</b>
<b>D. OTHER FINANCING SOURCES/USES</b>				
1) Interfund Transfers				
a) Transfers In	-	-	-	-
b) Transfers Out	-	-	-	-
2) Other Sources/Uses				
a) Sources	-	-	-	-
b) Uses	-	-	-	-
<b>3) TOTAL OTHER FINANCING S/U</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(41,358)</b>	<b>44,518</b>	<b>(41,304)</b>	<b>(56,041)</b>
<b>F. FUND BALANCE, RESERVES</b>				
1) Beginning Balance/July 1	765,638	765,638	765,638	765,639
2) Ending Balance	724,280	810,156	724,334	709,598
<b>Components of Fund Balance</b>				
Restricted for Econ Uncert.	27,338	19,654	22,702	26,292
Restricted for Special Purposes	696,942	790,502	701,632	683,305
Undesignated	-	-	-	1
<b>Total Components of Fund Balance</b>	<b>724,280</b>	<b>810,156</b>	<b>724,334</b>	<b>709,598</b>

**Assumptions**

	2022-23 PROJECTED BUDGET	2022-23 FIRST INTERIM	2022-23 SECOND INTERIM	2022-23 UNAUDITED ACTUALS	2023-24 PROJECTED BUDGET
<b><u>REVENUE</u></b>					
1. STATUTORY COLA	2.48%	6.56%	6.56%	6.56%	5.38%
2. INDIRECT COST RATE	5.00%	5.00%	5.00%	5.00%	5.00%
3. CALIFORNIA CPI	2.40%	2.40%	2.40%	2.40%	2.23%
4. LOTTERY					
Unrestricted	\$163.00	\$170.00	\$170.00	\$170.00	\$163.00
Restricted	\$65.00	\$67.00	\$67.00	\$67.00	\$65.00
5. MANDATED BLOCK GRANT					
K - 8th Grade	\$18.34	\$18.34	\$18.34	\$18.34	\$19.33
9th - 12th Grade	\$50.98	\$50.98	\$50.98	\$50.98	\$53.72
6. ENROLLMENT ESTIMATES					
Totals	90	58	64	64	64
7. AVERAGE DAILY ATTENDANCE	85.94	55.10	56.68	56.68	56.68
Attendance Rate	95.49%	95.00%	88.56%	88.56%	88.56%
<b><u>EXPENDITURES</u></b>					
1. FRINGE BENEFIT RATES					
STRS State Teachers Retirement System (Tier 1)	19.10%	19.10%	19.10%	19.10%	19.10%
PERS Public Employee Retirement System	26.10%	25.37%	25.37%	25.37%	27.10%
Social Security	6.20%	6.20%	6.20%	6.20%	6.20%
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%
SUI State Unemployment Insurance	0.50%	0.50%	0.50%	0.50%	0.50%
Workers Compensation	1.22%	1.22%	1.22%	1.22%	1.22%
Health Insurance Percentage Increase	10.00%	10.00%	10.00%	10.00%	10.00%
Health Insurance Average cost per year	\$13,071	\$14,378	\$14,378	\$14,379	\$14,379
2. EMPLOYEE SALARY STEP INCREASES					
Certificated	2.59%	2.59%	2.59%	2.59%	2.59%
Classified	3.50%	3.50%	3.50%	3.50%	3.50%
Estimated for Certificated Column Changes	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000

<b>REVENUES</b>	<b>2022-23 PROJECTED BUDGET</b>	<b>2022-23 FIRST INTERIM</b>	<b>2022-23 SECOND INTERIM</b>	<b>2022-23 UNAUDITED ACTUALS</b>
<i>Total Student Enrollment</i>	90	58	64	64
<i>Total Student ADA</i>	95%	95%	89%	89%
<b>Revenue Limit Sources</b>				
8012 Education Protection Account	\$ 182,790	\$ 146,067	\$ 213,988	\$ 55,638
8011 LCFF Apportionment	\$ 351,677	\$ 302,312	\$ 161,150	\$ 404,254
8096 In lieu of Property Taxes	\$ 299,978	\$ 104,061	\$ 193,059	\$ 242,943
<b>TOTALS</b>	<b>\$ 834,445</b>	<b>\$ 552,440</b>	<b>\$ 568,197</b>	<b>\$ 702,835</b>
<b>Other Federal Revenues</b>				
All Other Federal Revenue	\$ -	\$ 29,537	\$ 29,537	\$ 614
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ 29,537</b>	<b>\$ 29,537</b>	<b>\$ 614</b>
<b>Other State Revenues</b>				
8550 Mandated Costs	\$ 2,769	\$ 2,096	\$ 2,096	\$ 2,390
8560 State Lottery - CY Unrestricted	\$ 12,856	\$ 9,367	\$ 9,367	\$ 16,389
8560 State Lottery - CY Restricted	\$ 3,830	\$ 3,692	\$ 3,692	\$ 9,272
All Other State Revenue	\$ -	\$ 26,512	\$ 26,512	\$ 40,040
<b>TOTALS</b>	<b>\$ 19,455</b>	<b>\$ 41,667</b>	<b>\$ 41,667</b>	<b>\$ 68,091</b>
<b>Other Local Revenues</b>				
8660 Interest	\$ 16,000	\$ 16,000	\$ 16,000	\$ 40,424
8677 SpEd Reimbursement	\$ -	\$ 60,021	\$ 60,021	
8662 Fair Market Value Adj	\$ -	\$ -	\$ -	\$ 8,389
<b>TOTALS</b>	<b>\$ 16,000</b>	<b>\$ 76,021</b>	<b>\$ 76,021</b>	<b>\$ 48,813</b>
<b>TOTAL REVENUE</b>	<b>\$ 869,900</b>	<b>\$ 699,665</b>	<b>\$ 715,422</b>	<b>\$ 820,353</b>

<b>EXPENDITURES</b>	<b>2022-23 PROJECTED BUDGET</b>	<b>2022-23 FIRST INTERIM</b>	<b>2022-23 SECOND INTERIM</b>	<b>2022-23 UNAUDITED ACTUALS</b>
<i><b>Certificated Salaries</b></i> 1000-1999	\$ 498,503	\$ 293,087	\$ 338,159	\$ 369,969
<i><b>Classified Salaries</b></i> 2000-2999	\$ 55,259	\$ 56,583	\$ 56,332	\$ 56,583
<i><b>Employee Fringes</b></i> 3000-3999	\$ 184,957	\$ 112,059	\$ 168,659	\$ 249,651
<i><b>Books and Supplies</b></i> 4000-4999	\$ 2,125	\$ 2,125	\$ 2,125	\$ 1,541
<i><b>Services, Other Operating Expenses</b></i> 5000-5999	\$ 170,415	\$ 191,293	\$ 191,451	\$ 198,650
<i><b>Capital Outlay</b></i> 6000-6999	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 911,258</b>	<b>\$ 655,147</b>	<b>\$ 756,726</b>	<b>\$ 876,394</b>



EXPENDITURES:	Object #	2022-23 PROJECTED BUDGET	2022-23 FIRST INTERIM	2022-23 SECOND INTERIM	2022-23 UNAUDITED ACTUALS
CERTIFICATED	1100	498,503	293,087	338,159	369,969
CLASSIFIED	2000	55,259	56,583	56,332	56,583
Payroll - Fringes	3000	184,957	112,059	168,659	249,651
<b>TOTAL PAYROLL EXPENSES</b>		<b>\$ 738,719</b>	<b>\$ 461,729</b>	<b>\$ 563,150</b>	<b>\$ 676,203</b>
TEXTBOOKS	4100-000	-	-	-	-
OTHER BOOKS	4200-000	1,325	1,325	1,325	-
MATERIALS & SUPPLIES	4300-000	800	800	800	1,541
SUBSCRIPTIONS	4300-011	-	-	-	-
TESTING ASSESSMENT	4300-021	-	-	-	-
MAINT/OPER MATERIALS/SUPPLIES	4300-101	-	-	-	-
NON-CAPITALIZED F&E (\$4999 & under)	4400-001	-	-	-	-
NON-CAPITALIZED F&E (\$4999 & over)	4400-002	-	-	-	-
<b>4000's</b>		<b>\$ 2,125</b>	<b>\$ 2,125</b>	<b>\$ 2,125</b>	<b>\$ 1,541</b>
MILEAGE	5200-002	-	-	-	-
CONFERENCES	5200-004	300	300	300	-
DUES & MEMBERSHIPS	5300-000	-	938	938	1,033
WASC	5300-004	1,070	1,130	1,130	1,130
PROPERTY & LIABILITY INSURANCE	5450-001	6,917	6,917	6,917	6,573
D&O INSURANCE	5450-002	-	-	-	-
GAS & ELECTRIC	5500-004	-	-	-	-
LEASE-BLDG & GROUNDS	5600-001	-	-	-	-
CONTRACTS - MAINT AGREEMENTS	5600-006	-	-	-	-
OTHER ADMIN/OPERATING EXPENSE	5800-009	250	250	250	-
OTHER CONTRACTED SERVICES	5800-011	12,800	17,337	17,337	12,876
MOU WITH GPA	5800-011	140,000	140,000	140,000	151,254
SpEd Transfer	5800-011	-	-	-	-
FIELD TRIPS	5800-016	-	-	-	-
SOFTWARE	5800-022	-	18,519	18,519	18,819
SDCOE - PAYROLL	5800-030	379	379	379	737
CALSTRS PENALTIES & INTEREST	5800-031	-	-	-	-
VUSD OVERSIGHT FEES 1%	5800-050	8,699	5,524	5,682	6,229
LEGAL FEES	5800-101	-	-	-	-
<b>5000's</b>		<b>\$ 170,415</b>	<b>\$ 191,293</b>	<b>\$ 191,451</b>	<b>\$ 198,650</b>
LEASE/PURCHASE FO EQUIP.	6400-005	-	-	-	-
<b>6000's</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL ACTUALS</b>		<b>\$ 911,258</b>	<b>\$ 655,147</b>	<b>\$ 756,726</b>	<b>\$ 876,394</b>

**GUAJOME LEARNING CENTERS**

**AGENDA ITEM 8C**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** September 12, 2023

**SUBJECT: Special Education Allocation Plan**

This plan provides Guajome Park Academy with the authority and ability to fully manage the Special Education funds received on behalf of Guajome Learning Centers. It specifically grants GPA permission to reallocate funds between entities in the event that one school does not utilize 100% of its funds while the other may be in need of those funds.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Approval

Prepared by:  
Kevin Humphrey

Approved by:  
Kevin Humphrey, Superintendent



## **GUAJOME LEARNING CENTERS**

## **AGENDA ITEM 8D**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** September 12, 2023

### **SUBJECT: GPA/GLC MOU Update**

There are two updates for the GPA/GLC MOU:

- Dates within the document were updated to reflect the current length of the charter as a result of legislature that lengthened charter renewals by one year.
- Calculations regarding facility usage will be based off the percentage of square footage used by the GLC as opposed to basing the calculation off of ADA.

### **FISCAL IMPACT:**

The annual cost for GLC should be around \$125,000.00 – \$150,00.00 per year.

### **RECOMMENDATION:**

Approval.

Prepared by:  
Kevin Humphrey

Approved by:  
Kevin Humphrey, Superintendent

**SERVICES AGREEMENT**  
**By and Between**  
**GUAJOME PARK ACADEMY**  
**And**  
**GUAJOME LEARNING CENTERS**

This Services Agreement ("Agreement") is executed on ~~June 14, 2016~~ **September 12, 2023** by and between Guajome Park Academy ("GPA") a California public charter school operated as a nonprofit public benefit corporation, and Guajome Learning Centers ("GLC"), a California public charter school operated as a nonprofit public benefit corporation.

**I. RECITALS:**

- A. GPA is a public charter school existing under the laws of the State of California.
- B. GLC is also a public charter school existing under the laws of the State of California.
- C. GLC desires that GPA perform, and GPA agrees to perform, administrative services as further outlined herein.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth below.

**II. AGREEMENTS**

**A. Term**

- 1. Administrative services will be provided by GPA to the GLC per the GLC's Charter approved by the Vista Unified School District and the California Department of Education (Attachment A). This Agreement will govern the relationship between GPA and GLC and incorporate the contents of the GLC's Charter as applicable to this Agreement.
- 2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties and indicate and intend to modify this Agreement.
- 3. The duly authorized representative of GLC is the Board of Directors of the GLC, or its written designee.

4. The duly authorized representative of GPA is the GPA Board of Directors, or its written designee.
5. The term of this Agreement shall be effective ~~April 12, 2016 through June 30, 2021~~ **September 12, 2023-June 30, 2027**, which is the term of the approved GLC's Charter. This entire Agreement is subject to, and shall not be effective, until approved by the Board of Directors of GPA and the Board of Directors of the GLC and shall only be terminated in a manner consistent with Section II; Q of this Agreement and the GLC's Charter.

B. Services to be Provided by GPA

The GLC is responsible for all functions of the GLC operations that are not otherwise expressly delegated to GPA as per this Agreement and/or the GLC's Charter. Any activity, obligation, right or duty of the GLC in its operations that is not expressly outlined as an obligation of GPA in this Agreement and/or the GLC's Charter remains an obligation of the GLC.

GPA agrees to provide the following services to the GLC, in exchange for which the GLC agrees to pay the sums identified in Attachment C. These services are included in the GLC's approved Charter and incorporated herein. Only those services expressly referenced below and/or in the GLC's Charter will be provided by GPA. The GLC will be responsible for providing all other services necessary for the successful operation of its school, unless otherwise agreed to in writing by both GPA and the GLC:

General Administrative Support

*General Administrative Services* – GPA will assist GLC with administrative oversight/support services. Areas of assistance and general support will include, but may not be limited to: maintenance and operations, facilities support, general secretarial support, student attendance accounting; compliance and accountability; mandated reporting, mandated state testing, staff development; board policy; forms, processes, and procedures; school calendar and instructional minutes; **employee** handbooks (~~student and employee~~); ~~course catalogs~~; oversight coordination responsibilities with Vista Unified School District; and general business services including asset inventory management and procurement of general insurance coverage such as personal liability, property damage and loss, and directors and officers.



#### Educational Support

*Educational Services* – GPA will provide GLC with education services in support of the academic operations of the GLC. These services will include but may not be limited to: in-service training for teachers on instructional methods, computer skills, and curriculum usage; guidance and policies for student and faculty actions and discipline; oversight for program quality and success metrics; and school administration training and support. Additionally, GPA will provide school counseling and special education services as well as support for English Language Learners through GPA's ELD coordinator.

#### Technology Support

*Technology Services* – GPA will provide technical services for the installation, support, and ongoing maintenance of the hardware systems and supporting software products. Services to be provided in order to support these technologies will include but may not be limited to: specification of all educational and administrative hardware and software used by GLC; installation and maintenance support services for educational and administrative hardware, software, and curriculum technologies used by GLC. GPA will additionally be responsible for providing training for technical support of day-to-day technology operations, which is provided by the GLC staff.

#### Human Resources Support

*Human Resources Services* – GPA will assist GLC with all facets of human resource administration. This will include but may not be limited to: development of procedures and policies in all employment areas; responsibility for recruiting, screening, and interviewing procedures; development and implementation of employee salary schedules; development of employee job descriptions; oversight of evaluation process for employees; development and oversight of employee contracts and work calendars; oversight responsibility of teacher credentialing; responsibility for payroll functions including benefit plan administration; and organization and delivery of mandated employee training including but not limited to safe workplace and sexual harassment.

#### Business Support

*Business Services* – GPA will provide all accounting and business/financial services needed by GLC. Services will include, but may not be limited to: banking, accounts receivable/accounts payable, purchasing, student attendance reporting to all applicable entities, auditing, and financial services. GPA will also be responsible for the preparation and submission of all financial reports required of GLC by local and state entities. The provided business services are detailed in Attachment B.

All services provided by GPA to GLC will be at the same levels of quality and timeliness as GPA uses in its own administrative operations.

C. GLC Obligations

GPA will assist with the GLC's operations, as listed above, and GPA's responsibilities will include auditing the GLC's information and operations for completeness and compliance. It is both GPA's and the GLC's responsibility to ensure the school remains in compliance with all applicable rules and regulations.

In order to fulfill the scope of services described in this contractual agreement, GPA relies on the GLC to provide accurate, complete, and timely information, and to cooperate reasonably with GPA. Furthermore, the GLC must immediately inform GPA of any material change that could affect GPA's ability to complete its responsibilities and to assist the GLC in complying with all applicable laws and regulations.

D. Fee for Services

GLC agrees to pay a fee for services outlined in this Agreement and the GLC's Charter. The fee for services is described in Attachment C and will be re-negotiated and approved on an annual fiscal year basis. GLC agrees to pay on all invoices from GPA within 30 days of receipt.

E. Other Responsibilities of GLC

1. **SDCOE Services:** GLC is required to contract annually through SDCOE (San Diego County Office of Education) for both finance/accounting services and payroll services for use of software coordinated and supported by SDCOE.
2. **Other Direct Fees/Costs:** Other direct fees not expressly stated in the Agreement will be billed directly to GLC with appropriate back-up documentation. GLC will be responsible for direct costs of operations, equipment, supplies, and training which could include but may not be limited to: technology hardware and software; instructional materials including textbooks, online curriculum license fee, and duplication costs; conference and training expenses; travel expenses; liability and property insurance; employee health benefits; directors and officers insurance; equipment rental; and facilities maintenance costs

F. Liability/Warranties

1. It is the intent of the parties that GLC be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on GPA any liability arising out of the operations of GLC, except as such liability may result from the provision of services by GPA to GLC.
2. GPA warrants that all services will be performed by competent personnel and in accordance with applicable professional standards. If any element of the services does not conform to the foregoing warranty, GPA will re-perform such element in a manner that does conform, except that if such re-performance is impracticable, GPA will refund the fees allocable to such nonconforming element.
3. GLC agrees to defend, indemnify and hold GPA, its employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys fees and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any negligent or willful acts of GLC, its officers, directors, employees, and agents, except such loss or damage caused solely by the negligence or willful misconduct of GPA.

GPA agrees to defend, indemnify and hold GLC, its employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys fees and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance by GPA of its obligations under this Agreement, except such loss or damage caused solely by the negligence or willful misconduct of GLC.

4. GPA'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 this Agreement will in no case exceed three times the monthly average of fees actually paid GPA pursuant to this Agreement. GPA shall not be liable for special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits, or revenue.

G. Legal Relationship

1. The Parties recognize that the GLC is a separate legal entity. Each party to this Agreement is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement and GLC's Charter will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the services. 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.
2. The GLC shall have no authority to enter into a contract that would bind GPA, or to extend the credit of GPA to any third person or party. GPA shall have no authority to enter into a contract that would bind GLC, absent authorization by the GLC Board or GLC board designee.
3. The GLC shall clearly indicate to vendors and other entities and individuals with which or with whom the GLC enters into an agreement or contract for goods or services that the obligations of the GLC under such agreement or contract are solely the responsibility of the GLC and are not the responsibility of GPA.
4. The GLC affirms that the GLC shall remain solely liable for all debts incurred by the GLC and that no action taken by GPA shall render GPA liable in any way for the debts of the GLC.

H. Non-Assignment

Neither the GLC nor GPA shall assign their rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other party.

I. Severability

If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute, and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

J. Communication

- a. The GLC shall respond within 15 business days to any GPA requests for information. GPA shall respond within 15 business days to any GLC requests for information. GPA shall respond within 15 business days to any request by the GLC for clarification of any of the GLC's fiscal reporting obligations under this Agreement and/or the GLC's Charter.
- b. Pursuant to Education Code section 47604.3, GPA shall respond on behalf of the GLC to all reasonable requests of the GLC's granting agency and/or the County Office of Education for information regarding the fiscal operation of the GLC that are assigned to GPA herein no later than ten (10) business days following the issuance of the request. GLC shall notify the District and/or County Office of Education in writing that GPA is authorized to communicate on its behalf pursuant to this Agreement.
- c. All notices, claims, approvals or complaints/concerns regarding delivery of services given under this Agreement must be in writing and delivered in person, by first class or express mail, or by facsimile addressed as set forth below, or to such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.

GPA  
Superintendent  
2000 N Santa Fe Ave  
Vista, CA 92083  
FAX # 760-631-8506

GLC  
Board of Directors  
2000 N Santa Fe Ave  
Vista, CA 92083

- d. Failure to timely respond, as defined in this agreement, will result in initiation of the informal dispute resolution process as outlined in Section II; P below.

K. Attorneys' Fees and Costs

In the event that an action or proceeding is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to its court costs, interest, and reasonable attorneys' fees as fixed by the court.



L. Force Majeure

GPA shall not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of nature, acts or omissions of GLC, major equipment failures, fluctuations or nonavailability of electrical power or telecommunications equipment, or any other act, omission, or occurrence beyond GPA's reasonable control.

M. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

N. Authority to Contract

Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

O. Integration

This represents the full and final Agreement between GLC and GPA and shall only be modified in writing by the mutual agreement of 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 into this Agreement, will not be binding on either party.

P. Dispute Resolution

Disputes between GPA and the GLC regarding this Agreement shall be resolved using the dispute resolution process identified below.

The Board of Directors representatives for the party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party; (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of this agreement that are in dispute; and (4) the specific resolution sought by the party. Within twenty (20) business days from receipt of the notice of dispute the Board of Directors representatives from GLC shall meet with the Board of Directors representatives from GPA in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the party initiating the dispute resolution process shall notify the other party in writing that it intends to proceed to mediation and within ten (10) business days and shall request a mediator that may include but not be limited to State Mediation and Conciliation Services, a mutually agreed upon mediator/consultant, or representative from the charter-granting agency. If the State Mediation and Conciliation Services are not available the parties shall mutually agree upon another mediation service/mediator. The initiating party shall request appointment of a mediator who is available to meet as soon as possible, but not later than 30 days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within ten (10) days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by GPA and the GLC. If GPA and the GLC fail to meet within the specified time line, have not reached an agreement within 15 days from the first meeting held by the mediator, or if the mediator declares the parties at impasse, either party may terminate mediation.

This dispute resolution procedure shall not apply to any request for equitable or injunctive relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable or injunctive relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 30 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

Q. Termination

GPA may terminate this Agreement upon occurrence of any of the following:

- a. Upon failure of GLC to remediate a breach within ten (10) business days after written notice to GLC including allegations that the GLC has engaged in misrepresentation, fraud, untimely delivery of information, inaccuracy of information, or any other

- material violation of the terms of this Agreement;
- b. Upon thirty (30) days written notice to GLC of termination of services with cause;
  - c. Upon one hundred and eighty (180) days written notice to GLC of mutually agreed upon termination of services without cause;

In case of termination by GPA, GPA shall cooperate in the orderly transfer of work back to the GLC or another third party vendor of business services. GPA will continue to provide services here under to the effective date of any such termination.

GLC may terminate this Agreement with cause upon delivery of written notice to GPA with full payment for work completed with a minimum thirty (30) days notice of intent to terminate.

R. Retention of Records

GPA shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the services to be provided, and GPA shall make such documents available for review and/or audit by GLC and GLC's representatives at all reasonable times during the Agreement period and for at least four (3) years from the date of the completion and/or termination of this Agreement.

By: GUAJOME PARK ACADEMY

Dated: \_\_\_\_\_  
[NAME], [TITLE]

By: GUAJOME LEARNING CENTERS BOARD OF DIRECTORS

Dated: \_\_\_\_\_  
[NAME], [TITLE]

**SERVICES AGREEMENT**  
**By and Between**  
**GUAJOME PARK ACADEMY**  
**And**  
**GUAJOME LEARNING CENTERS**

**Business Services:**

*Budgeting*

1. Annual and Multi-Year Budgets Including Cash Flow Analysis: GPA will work with the GLC to implement annual and multi-year budgets in time for submission to the GLC Board of Directors, sponsoring district, the San Diego County Office of Education ("SDCOE"), and the California Department of Education ("CDE") according to state-mandated timelines. The following year's annual budget will be prepared for the June board meeting approval.
2. Interim Financial Reports: GPA will prepare two interim financial reports: By November 30<sup>th</sup> a first interim report (July 1<sup>st</sup> through October 31<sup>st</sup>) will be prepared for the December board meeting approval. By February 28<sup>th</sup> a second interim (July 1<sup>st</sup> through January 31<sup>st</sup>) report will be prepared for the March board meeting approval. Interim reports include an updated multi-year budget and cash flow analysis. These reports will be filed with the GLC's sponsoring district, SDCOE, and the CDE.
3. Year-end Report: By May 31<sup>st</sup> GPA will prepare a projected year end budget revision (July 1<sup>st</sup> through May 31<sup>st</sup>) for June board meeting approval.

*Financial Statements*

1. Monthly Cash Flow Projections: GPA will monitor the GLC's cash position and strive to anticipate any cash shortfalls in future months so that the GLC can adjust spending accordingly or secure cash flow loans.

*Accounting*

1. Maintain Chart of Accounts: GPA will maintain the GLC's chart of accounts and update as necessary throughout the length of this agreement.
2. Fund Accounting: GPA will track revenue and expenditures by fund depending on implementation of grant funds and expenses.



3. Accurate Transaction Recording: GPA will record in detail all transactions through the SDCOE computerized account system.
4. Journal Entries and Account Maintenance: GPA will prepare and record all journal entries and maintain the general ledger according to generally accepted accounting standards.
5. SDCOE Liaison: GPA will be the point of contact for both finance and payroll with the SDCOE. GPA will prepare annually all applicable SDCOE resolutions for renewal by the GLC Board of Directors. The resolutions will be limited to necessary resolutions specific to finance and payroll.
6. CDE Liaison: GPA will be the point of contact for finance with the CDE. GPA will prepare and submit all mandated reports regarding finance, attendance accounting, federal funds, and all other applicable reports.
7. Revenue Verification: On an ongoing basis, GPA will verify that the GLC is receiving the correct amount of funds from the following identified sources: CDE, SDCOE, sponsoring district, federal funding sources, and any other identified funding source. GPA will follow-up on all revenue issues, as necessary.
8. Revenue Collection: If the funds from the CDE, SDCOE, sponsoring district, federal funding sources, or any other identified funding source are not correct, GPA will research and contact the appropriate officials/departments to rectify the situation. GPA will ensure that all funds are received. GPA will represent the GLC in disputes with funding agencies over improperly calculated payments, when applicable.
9. Year-end Close: GPA will handle all aspects of year-end close, including: setting up accounts receivable and payable; clearing suspense accounts (financial and payroll); inputting adjusting entries; moving budget to cover negatives; working with SDCOE on year-end close issues; and working with the GLC's staff, as needed.
10. Financial Training and Meetings: GPA will attend necessary and applicable conferences, workshops, and user group meetings in order to keep current on all aspects of budget and finance policies, procedures, and funding. These meetings will include but not be limited to those sponsored by SDCOE, CDE, CASBO, and School Services of California.

### *Purchasing*

1. GPA will handle all aspect of direct purchases on behalf of the GLC. The process will include the submission and approval of a purchase requisition, creation of a purchase order, and placing and receiving the order.
2. GPA will process approved request for reimbursements according to standard reimbursement procedures.

### *Accounts Payable and Receivable*

1. Process and payment of invoices: GPA will process all invoices and pay bills in a timely manner and code the invoices in the SDCOE financial software, typically on a two-week schedule, with limited special payments as needed. GPA will verify that there are funds available to pay the invoices. GLC will be required to provide to GPA the following documentation for each purchase and/or service:
  - i. Signed authorization for purchase item(s) and/or service which is to be completed and provided to GPA prior to purchase and/or receipt of service.
  - ii. Vendor and/or service invoice requesting payment.
  - iii. Packing slip and documentation indicating actual receipt of purchased item(s) and or service.
2. Bank Reconciliation: By the 10<sup>th</sup> business day of each month or upon receipt of statements, GPA will reconcile primary bank accounts to general ledger. The reconciliation will include clearing and revolving cash accounts.
3. Clearing Account: GPA will account for all deposits made to the clearing account by last business day of each month in order transfer the money in the account to SDCOE.

### *Audit Support*

1. Audit support: GPA will prepare all financial documents for the auditors and work side-by-side with the auditors to ensure a smooth and timely audit process.
2. Audit compliance training: GPA will assist the GLC in the development of financial policies to meet the requirements of the auditors and protect the GLC from financial mismanagement.

## *Payroll*

1. Payroll Processing: GPA will calculate and process payroll and payroll-related payments and deductions for salaried and hourly employees, according to the established SDCOE pay warrant schedule and based on information submitted by authorized GLC representatives.
2. Timesheet Processing: Employee timesheets must be provided to GPA by the 5<sup>th</sup> business day of each month in order to ensure timesheets are processed for same month payment.
3. Paperwork for GLC Employees: GPA will receive new hire paperwork and make changes to existing payroll information directly from the authorized GLC designee. The GLC is responsible for hiring credentialed teachers and submitting paperwork to GPA by the 5<sup>th</sup> business day of each month in order to meet SDCOE deadlines to process employee information for payroll.
4. New Hire Input and Payroll Record Maintenance: Within five (5) business days of receiving paperwork new hire paperwork from the GLC; GPA will input all new hire information into the SDCOE payroll system. GPA will input any updates or changes in the SDCOE payroll system. This includes, but is not limited to: personal employee information, salary schedules, Tax Sheltered Annuities and 457(b), direct deposits, health insurance premiums, TB test expirations, hire date, term date, federal and state tax allowances, and SACS position expense distribution.
5. Employee Files: GPA will maintain employee payroll files and employee personnel files.
6. W-2 Processing: GPA will prepare duplicate and corrected W-2's.
7. Sick Leave Input: By the 5<sup>th</sup> business day of each month GLC will provide employee absence information to GPA. GPA will maintain sick leave records on a monthly basis in the SDCOE payroll system in order for remaining sick leave to be reported on the employee's pay warrant stub each month.
8. Payroll Training and Meetings: GPA will attend necessary and applicable conferences, workshops, and user group meetings in order to keep current on all aspects of payroll policies, procedures, and funding. These meetings will include but not be limited to those sponsored by SDCOE, CDE, and CASBO.
9. Employee Issues: GPA will interact and work with employees on payroll issues to ensure accurate processing and changes.



10. Payroll Forms: GPA will provide the forms necessary for accurate payroll tracking.
11. Distribution of Pay Warrants & W2's: GPA will be responsible for the distribution of monthly pay warrants and annual W2's, which are received directly from the SDCOE. GPA will follow appropriate procedures for distribution.

By: GUAJOME PARK ACADEMY

Dated: \_\_\_\_\_  
[NAME], [TITLE]

By: GUAJOME LEARNING CENTERS BOARD OF DIRECTORS

Dated: \_\_\_\_\_  
[NAME], [TITLE]



**SERVICES AGREEMENT**  
**By and Between**  
**GUAJOME PARK ACADEMY**  
**And**  
**GUAJOME LEARNING CENTERS**

This Schedule of Fees for Services ("Schedule") documents the fees to be paid for services by Guajome Learning Centers ("GLC"), a California public charter school operated as a nonprofit public benefit corporation to Guajome Park Academy ("GPA"), a California public charter school operated as nonprofit public benefit corporation. The services will include all services included in the Services Agreement ("Agreement").

1. Term. The fee schedule specified herein is effective for the duration of the length of the GLC's current charter, ~~April 12, 2016 through June 30, 2021~~ **September 12, 2023-June 30, 2027**.
2. Payments for Services. As soon as practicable following the last business day of each fiscal year, GPA will invoice GLC in arrears for services provided to GLC in the preceding fiscal year. The formulas for these invoices will be as follows:
  - Percentage Calculation **Enrollment Based**- A calculation of the percentage of enrollment for the GLC based on the total student enrollments of GPA and GLC will be established. (Example – if the total enrollment for GPA and GLC equals 1500 students and the GLC enrollment equals 150 students – the GLC enrollment will be 10% of the total enrollments of both GPA and the GLC. *This is an example only and does not indicate the actual percentage.*) The percentage calculation will determine a per student rate for services.
  - Percentage Calculation Facilities Based: As it relates to facility usage services, GLC will be charged based upon the percentage of the facilities (Calculated by square foot) that are being used by the GLC.
  - Once the student enrollment percentage calculation is determined, percentage will be used to determine the fee for service, which will be this percentage of the actual costs for GPA staff (salary and benefits) providing services for GLC. (Example – if the GPA staff payroll costs for the staff providing services for GLC equal \$900,000 and the percentage calculation equal 10% - the fee for service would equal \$90,000. *This is an example only and does not indicate the actual amounts.*)
  - An estimate of the percentage calculation will be determined by June of the prior school year; and this percentage will be used for proposed budgeting purposes. The final percentage calculation will be determined on P-2 attendance enrollment of the current school year. The final percentage calculation will be the actual percentage used for the fee for service.

The services to be provided to GLC will include: general administrative services support; educational support (including student services), technology support; human resources support; and business support (including facilities services).

3. Payments for In-Direct Expenses. The GLC will be responsible for in-direct expenses for operations, which will include but may not be limited to facilities rent, utilities, maintenance and operations materials/supplies; pest services, cleaning services, and rental/lease of equipment. In cases where the expenses are shared expenses – GPA will utilize the same enrollment percentage calculation, as described in Section 2, to determine GLC’s share of the expenses.
4. Invoicing and Payment Terms. Invoices will be due and payable in full by GLC within 30 days of receipt.

By: GUAJOME PARK ACADEMY

Dated: \_\_\_\_\_  
[NAME], [TITLE]

By: GUAJOME LEARNING CENTERS BOARD OF DIRECTORS

Dated: \_\_\_\_\_  
[NAME], [TITLE]

# Guajome Learning Centers

2000 North Santa Fe Avenue, Vista, CA 92083  
Phone: 760-631-8500 Website: [www.guajome.net](http://www.guajome.net)

## Board of Directors REGULAR MEETING UNADOPTED MINUTES June 13, 2023

- 
1. **Public Session - Call to Order**

Luis Llamas called the meeting to order in public session at 3:30 p.m. in Building 1, Student Services Building, Administrative Training Center.

Roll Call and Establishment of Quorum:

Members Present: Luis Llamas, Kathy Hamamoto, Joji Davenport

Absent: Luis Landin
  2. **Approval of Agenda**

Moved by Kathy Hamamoto; second by Joji Davenport; Board unanimously approved the agenda with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport  
No: 0  
Absent: Luis Landin
  3. **Public Comments on Agenda Items**

None
  4. **Public Comments on Non-Agenda Items**

None
  5. **Charter School Superintendent Report**

**A. General Update**  
Kevin Humphrey reported on general updates at Guajome Learning Centers including the 11 graduating seniors, a shift from APEX to Admenthem, and the hiring of a new GLC Administrator, Mary Dhillon.
  6. **Board of Directors**

**A. Election of Board Officers 2022-2023 School Year**  
Luis Llamas called for nomination to elect the following:  
Chairperson, Board Vice-Chair, Board Secretary (not required to be a Board member), Board Financial Officer (not required to be a Board member).

**1. Board Chair**  
Joji Davenport nominated Luis Llamas for Board Chair, no other nominations from the Board.

Moved by Joji Davenport, second by Kathy Hamamoto; Board unanimously approved Luis Llamas as Board Chair for the 2023-2024 school year.

Roll Call Vote  
Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport  
No: 0  
Absent: Luis Landin

**2. Board Vice Chair**  
Luis Llamas nominated Luis Landin for Board Vice Chair, no other nominations from the Board.

Moved by Kathy Hamamoto, seconded by Joji Davenport; Board unanimously approved Luis Landin as Board Vice Chair for the 2023-2024 school year.

Roll Call Vote  
Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport  
No: 0  
Absent: Luis Landin

**3. Board Financial Officer**  
Kathy Hamamoto nominated Stephanie Whitehouse for Board Financial Officer, no other nominations from the Board.

Moved by Kathy Hamamoto, seconded by Joji Davenport; Board unanimously approved Stephanie Whitehouse as Board Financial Officer for the 2023-2024 school year.

Roll Call Vote

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport

No: 0

Absent: Luis Landin

#### **4. Board Secretary**

Kathy Hamamoto nominated Dawn Voss for Board Secretary, no other nominations from the Board.

Moved by Kathy Hamamoto, seconded by Joji Davenport; Board unanimously approved Dawn Voss as Board Secretary for the 2023-2024 school year.

Roll Call Vote

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport

No: 0

Absent: Luis Landin

#### **7. Public Hearing**

The public is given an opportunity to provide testimony on the Local Control and Accountability Proposal. No public testimony was given.

#### **8. Fiscal Services**

##### **A. 2023-2024 Budget Adoption**

Stephanie Whitehouse with Charterwise presented the details of the proposed budget for 2023-2024 along with initial projections for years 2024-2025 and 2025-2026.

Fiscal Impact: Increases on both revenue and expenditure sides lead to an expected \$67,649 deficit for 2023-2024

Moved by Kathy Hamamoto, seconded by Joji Davenport, the Board unanimously approved the 2023-2024 Budget Adoption with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport

No: 0

Absent: Luis Landin

##### **B. Salary Schedule Updates**

Kevin Humphrey presented that based on the Governor's May revision of the budget; Guajome Learning Centers is able to afford a 5% one-time bonus for the 2023-2024 school year.

Uncertainty prevents this bonus from being built into step and column of salary schedules permanently. No long-term changes will be made to the salary schedules of classified or certificated staff outside of school counselors. Guidance counselors have received a step and column raise to make their salary more comparable to surrounding organizations.

Fiscal Impact: An expense increase of approximately \$30,000

Moved by Kathy Hamamoto, seconded by Joji Davenport, the Board unanimously approved the Salary Schedule Updates with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport

No: 0

Absent: Luis Landin

##### **C. Local Control and Accountability Plan Adoption**

Kevin Humphrey updated the Board on the progress of the LCAP plan, a three-year plan being submitted for its third year of implementation. Updates of progress and funding were reviewed.

Moved by Kathy Hamamoto, seconded by Joji Davenport, the Board unanimously approved the LCAP with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport

No: 0

Absent: Luis Landin

##### **D. Revision GLC 2023-2024 School Calendar**

Kevin Humphrey presented the change of date for Stakeholder's Day, which will be moved from Saturday, May 11, 2023, to Saturday, May 4, 2023.



Moved by Joji Davenport, seconded by Kathy Hamamoto, the Board unanimously approved the calendar revision with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport  
No: 0  
Absent: Luis Landin

**9. Educational Services**

**A. Course Catalog**

Kevin Humphrey reviewed the updates made to the GLC Course Catalog reflecting additions and revisions for the upcoming school year for board approval.

Moved by Joji Davenport, seconded by Kathy Hamamoto, the Board unanimously approved the 23-24 GLC Course Catalog with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport  
No: 0  
Absent: Luis Landin

**B. Student Handbook/Master Agreement**

Kevin Humphrey reviewed the updates made to the GLC Student Handbook reflecting additions and revisions for the upcoming school year for board approval.

Moved by Joji Davenport, seconded by Luis Llamas, the Board unanimously approved the 23-24 GLC Student Handbook with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport  
No: 0  
Absent: Luis Landin

**C. Local Indicators/Data Dashboard**

Kevin Humphrey presented information to the Board on the Local Performance Indicators Report used in a self-reflection process of identifying strengths and areas of improvement that help to inform the LCAP development process.

**10. Consent Calendar**

The purpose of the consent calendar motion is to expedite action on routine agenda items. All agenda action items that are not held for discussion at the request of a member of the audience or Board member will be approved as written as part of a single motion Consent Calendar Motion. No action items were held for discussion.

Moved by Kathy Hamamoto; second by Joji Davenport; Board unanimously approved the Consent Calendar with the following vote:

Yes: Luis Llamas, Kathy Hamamoto, Joji Davenport  
No: 0  
Absent: Luis Landin

**Consent Calendar**

**A. APPROVAL OF MINUTES**

1. Board of Directors Minutes, May 9, 2023

**11. Communication from the Board**

None

**12. Proposed Agenda Items for Future Meetings**

None

**13. Future Board Meeting Dates**

August 3, 2023 (3:00 Brown Act Training & Conflict of Interest)  
September 12, 2023  
October 10, 2023  
December 12, 2023  
February 6, 2024  
March 12, 2024  
May 7, 2024  
June 11, 2024

**14. Adjournment of Public Session**

Luis Llamas adjourned the Public Session meeting at 4:09 p.m.