

November 13<sup>th</sup>, 2015

Dr. Michael Kirst, President  
California State Board of Education

Cindy Chan, Director  
Charter Schools Division, California Department of Education

Re: Response to Notice of Violation Pursuant to California Education Code Section 47607(d)

Dear President Kirst and Director Chan,

Synergy Education Project (SEP) Board of Directors is aware of the Notice of Violation approved by the State Board of Education on November 5<sup>th</sup>, 2015. This letter serves as a response to the individual items contained within as well as the plan for transition. The appendices attached provide proof of actions taken to resolve specific items.

### **The SEP Board engaged in fiscal mismanagement (EC Section 47607[c][1][C])**

- Regarding significant deficits:  
The revisions to Synergy's charter petition approved by the SBE July 9<sup>th</sup>, 2015 were done in part to restructure the school's staffing in efforts to ameliorate the deficits by operating a more cost effective program. The board believes this is possible over time since the school will continue to provide internal school leadership and external management contracts. The board approved the First Interim Budget which is attached as Appendix 1. A reduction of staff consistent with lower enrollment and reducing outside management costs has reduced the deficit balance to \$507,094 for the 2015-2016 school year. With respect to what Synergy owes Encore Education Corporation (EEC) beyond their prorated management fee is still completely unknown. EEC has failed to provide any itemized documentation regarding said purchases. EEC failed to seek board approval for any expenditure nor did they receive board permission for the removal of the school's furniture and other assets. Synergy will provide an updated figure once EEC complies with the request for information.
- The board approved the First Interim Budget on November 5<sup>th</sup>, 2015 as reflected in the meeting minutes attached as Appendix 2. The budget includes a repayment plan on the defaulted Revenue Anticipation Note (RAN). The board also approved authorization at its November 10<sup>th</sup>, 2015 meeting for Delta Managed Solutions to prepare and submit an exchange offer to the RAN investors for a proper restructuring of the loan. The meeting minutes from the November 10<sup>th</sup> meeting are attached as Appendix 3. Synergy's administrative staff and Delta Managed Solutions will keep the CDE staff informed since actions on this item are currently taking place on a daily basis with respect to loan restructuring.

## **The SEP Board committed a material violation of the conditions, standards, or procedures set forth in the charter (EC Section 47607[c][1][A])**

- **Governance**

Since Encore Education Corporation failed to meet its contractual obligations to school, the SEP Board and school staff members have established Transition Teams that have accomplished a great deal in their efforts to replace each vacancy that will be left prior to November 18<sup>th</sup>. The following addresses the CDE items of concern and identifies the steps the board and current staff have taken to ensure that Encore is replaced by qualified staff and third party providers. The board approved Transition Plan emailed to CDE staff on Tuesday November 3<sup>rd</sup>, 2015 (Board approved November 5<sup>th</sup> 2015) and included in this document as Appendix 4 calls for a model consistent with the charter petition in that it calls for internal school leadership staff and the use of outside third party contracts for many administrative services. The list below details the evidence of actions taken to make sure that the school is fully staffed relative to student enrollment and that all required administrative reporting and special education services have been completed or are in the process with completion anticipated by November 18<sup>th</sup>, 2015

### **Administrative Staff:**

Mr. Lawrence Rasheed has been named the school's Interim Programs Director. The board approved his employment on November 10<sup>th</sup>, 2015 and he began his first day of employment implementing the Transition Plan November 11<sup>th</sup>, 2015. He holds a Master's Degree in Curriculum and Instruction and is eligible to renew his Administrative Services Credential. He is currently an Educational Administration and Leadership doctoral candidate at the University of the Pacific. A draft of the job description is located on pages 107-108 in the school's charter petition. A more detailed job description is being developed and will be approved by the SEP board no later than November 30<sup>th</sup>, 2015. Mr. Rasheed's job description includes student discipline and instructional leadership. He is experienced and is familiar with all laws, rules and regulations regarding student discipline.

A new Office Manager was also interviewed by the SEP Interview committee and approved for employment November 10<sup>th</sup>, 2015.

### **Administrative Services:**

The following administrative services contracts are either complete or in the process of completion as described below.

**Fiscal Services:** A contract with Delta Managed Solutions was approved by the SEP Board on 10/27/2015. A copy of the contract is attached as Appendix 5.

**Student Information Services:** A contract with School Pathways was approved by the SEP Board on November 10<sup>th</sup>, 2015. A copy of the contract is attached as Appendix 6.

CALPADS Reporting Services: All CALPADS reporting is included as part of the services agreement with School Pathways and included in the contract mentioned above.

Attendance Reporting: Delta Managed Solutions provided the recommendation of the firm that provides attendance reporting services. The school is currently receiving quotes and will have this service in place no later than November 30<sup>th</sup>, 2015.

Special Education Service Providers: Encore maintained a number of the school's former service providers. The Transition Plan calls for continuing with those providers such that there is no interruption. For example, Dawn Hopkins the owner of Word Play Speech Therapy was contacted on October 22<sup>nd</sup>, 2015 regarding Encore's termination of management. She has agreed to continue services without interruption. She has also been provided an NPA Contract for Services that will be approved by the Board and made available to the CDE and SELPA staff no later than November 30<sup>th</sup>, 2015. As far as other service providers, the school is in the process of renewing its contract with Growing Healthy Children (GHC) as of November 9<sup>th</sup>, 2015. GHC is a CDE approved NPA provider who will provide the school's School Psychologist and Education Technology Specialist services.

- MOU with SBE Regarding Board of Directors and Governance Council: The sole remaining member of the SEP Board began remediating this issue by appointing new members October 22<sup>nd</sup>, 2015. It has continued to interview and appoint qualified members at the October 27<sup>th</sup>, 2015, November 5<sup>th</sup>, 2015 and November 10<sup>th</sup>, 2015 meetings. The CDE staff has received the resume's and Letters of Intent for each new member. The board currently consists of the following 8 members. A list of the names and contact email addresses will be posted to the school's revised website [www.synergycharter.org](http://www.synergycharter.org) when it is made live November 18<sup>th</sup>, 2015. The Executive Committee Members were nominated and appointed on November 10<sup>th</sup>, 2015. The meeting minutes are attached as Appendix 3.

Rachele Sullivan – President  
Elizabeth Brooking – Vice President  
Abraham Seminario – Treasurer  
Alonzo Terry – Secretary  
Amanda Sevillano – Member  
Kathleen Magana – Member  
Jade Farrel Paul – Member  
Cynthia Ruehlig – Member

The Board is currently meeting weekly during the transition and until further notice to ensure that it can meet the requirements as listed in the MOU between Synergy and the

SBE. Most of these policies are already in existence and will be posted on the school's website when it is made live November 18<sup>th</sup>, 2015. However, it is also true that some policies need revisions in order to make them consistent with the revised charter petition. The Board's Bylaws and Fiscal Controls Policies will be revised, board approved and submitted to CDE staff no later than November 30<sup>th</sup>, 2015.

3.5 Reserves: The recently approved budget reflects the school's first reserves to occur at the end of the 2017-2018 school year. The Board is aware that this will be accomplished only through stable enrollment and conservative spending habits. The Transition Plan (Appendix 4) clearly provides for a voluntary closure to take place at the end of that particular current semester should it fail to maintain enrollment stability.

Oversight Fees: The Board will instruct Delta Managed Solutions to arrange for payment of any outstanding Oversight Fees to be paid no later than November 30<sup>th</sup>, 2015.

- Additional Outstanding Documents: The Transition Plan submitted to the CDE staff on November 3<sup>rd</sup>, 2015 identifies each of the following tasks and the dates of expected completion in alignment with the directive from the CDE staff dated October 9<sup>th</sup>, 2015. What follows is an annotated list with the item and date of completion.

SEP Governing Board: has met this requirement as of November 11<sup>th</sup>, 2015

Technical Amendments: will be complete and submitted to the CDE staff no later than November 30<sup>th</sup>, 2015

Suspension and Expulsion: the technical amendment will be made to the petition consistent with the November 30<sup>th</sup>, 2015 deadline. The school's existing board approved policies and the charter petition language will be made consistent and will comply with all laws, rules and regulations immediately upon Encore's exit.

Local Control Accountability Plan: A board approved LCAP will be submitted to the CDE staff no later than November 30<sup>th</sup>, 2015.

A-G Courses: All 10<sup>th</sup> and 11<sup>th</sup> grade courses will be submitted when the UC Doorways opens for course submission February 1<sup>st</sup>, 2016. All courses will be made retroactive to the date the school first applied for accreditation in Fall 2013 as per UC Regents policy for new schools.

**Regarding EC Section 47607(c)(2) and the consideration of increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to revoke a charter:**

The SEP Board of Directors agrees with the SBE and the CDE staff that the revisions to the charter petition that were approved July 9<sup>th</sup>, 2015 provide for a quality academic program. The

staff, students and parents report through high levels of attendance at recent board meetings that their students are thriving under the changes brought about by the new petition. The reasoning behind seeking revisions to the charter's original petition had to do, in part, with improving the delivery of the academic program. Two examples of this are block scheduling and daily Study Hall. Ninety minute classes give the teacher an extended time to offer a variety of learning activities not rushed by the typical 50 minute period. Under the new petition every student is enrolled in a daily Study Hall class that ensures coursework and extended homework activities are complete and students remain on track.

Also for consideration is recent research which indicates a correlation between the full integration of a robust visual and performing arts program and increased student achievement. Even with a reduction in students and staff, the daily Master Schedule eliminates only one art class. Visual art will be integrated within the core classes. Wednesday teacher professional development meetings will provide the opportunity for teachers to collaborate and prepare for integrated fine arts into the course instruction. Dance, choir, drama and theater arts will continue to be offered without interruption through the transition.

It is also important to note the change to the job description of the on-site school leadership. Contracting services for tasks associated with accountability reporting, CALPADS and attendance will no longer be the responsibility of the school's Programs Director leaving this person to focus more on teacher performance and issues related to student discipline. Teachers and continuing students report the overall improvement in school culture. Board minutes reflect numerous parents using public comment time to share how their children, often for the first time, feeling safe and cared for while at school. The Board and Mr. Rasheed acknowledge the need for continued consistency in student discipline efforts. This is reflected by the numerous contracts being established with third party vendors to manage almost all required reporting and state testing.

The Board is convinced that student learning will improve if given the chance to fully implement the revised charter petition. We expect to return to the results seen our first year of operation where their overall API score was second to only one of the five local middle schools and first in score in ELA. This was a promising first year for the school and the Board fully intends to lead the school to a return in this direction.

### **Appendix Section**

Appendix 1 – SEP Board Approved 2015-2016 First Interim Budget

Appendix 2 – SEP Board Meeting Minutes November 5<sup>th</sup>, 2015

Appendix 3 – SEP Board Meeting Minutes November 10<sup>th</sup>, 2015

Appendix 4 – SEP Board Approved Transition Plan

Appendix 5 – Delta Managed Solutions Signed Contract for Services

Appendix 6 – School Pathways (SIS) Signed Contract Inclusive CALPADS Agreement

Appendix 7 – Draft SEP Board Meeting Agenda Tuesday November 24<sup>th</sup>, 2015

**~~Transition Plan DRAFT 10/31/2015~~**



# Synergy Education Project

2015-16 First Interim Budget  
(draft of November 2, 2015)

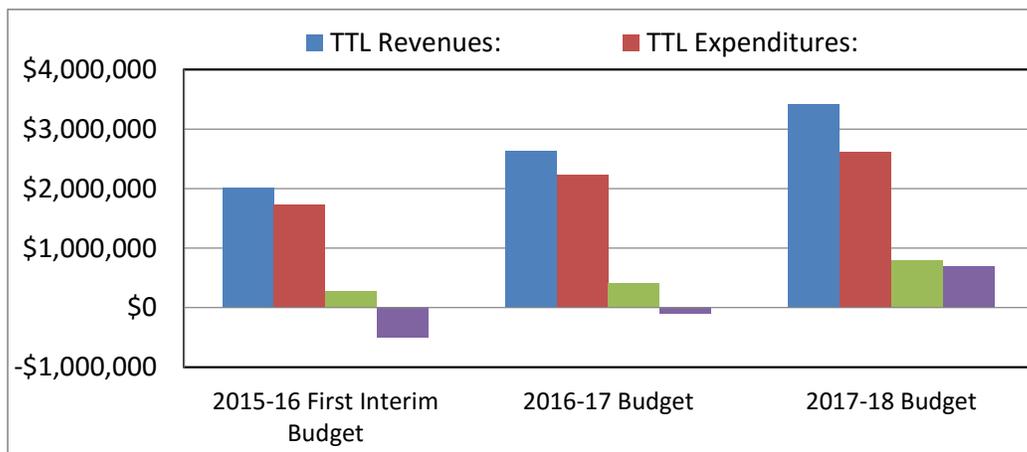


## 2015-16 First Interim Budget

- Synergy's revised petition was approved by the State Board of Education in June 2015 contingent upon the School providing certain ongoing documentation. This ongoing reporting will allow CDE staff and the State Board to monitor Synergy's progress and compliance with the goals outlined in the revised petition.
- One requirement was for a budget update to be submitted concurrent with the 2014-15 Unaudited Actuals report. This budget update (titled the "September Budget Update") was submitted containing an updated budget, multi-year projection, narrative, assumptions, and a three-year repayment plan for Synergy's outstanding obligations.
- This September Update was a comprehensive update of Synergy's financial condition since the original petition was submitted in June 2015, assuming an ongoing contract with Encore Education Corp. Since September, Encore has terminated its contract with Synergy, effective mid-November 2015.
- This First Interim Budget includes updated financial assumptions based on direct Synergy management.
- Synergy currently has approximately 185 students enrolled and 175 attending on an average daily basis, which is below original projections. This Budget includes updated revenue and expenditure assumptions based on 175 P-2 ADA. Years 2 and 3 do assume additional enrollment growth.
- The attached 3-year projection also includes full repayment of Synergy's existing obligations, including the State Revolving Fund Loan and \$1.6 million in Revenue Anticipation Notes.

## Synergy Education Project 2015-16 First Interim Budget MULTI-YEAR PROJECTION SUMMARY

	2015-16 First Interim Budget	2016-17 Budget	2017-18 Budget
<b>Projected P-2 ADA:</b>	175.75	232.75	270.75
<b>Revenues:</b>			
General Purpose Entitlement	\$ 1,526,751	\$ 2,145,224	\$ 2,762,225
Federal Revenue	106,301	132,128	159,606
Other State Revenue	376,700	348,661	485,862
Other Local Revenue	9,236	9,236	9,236
<b>TTL Revenues:</b>	<b>\$ 2,018,988</b>	<b>\$ 2,635,250</b>	<b>\$ 3,416,929</b>
<b>Expenditures:</b>			
Certificated Salaries	\$ 326,567	\$ 432,481	\$ 529,569
Non-certificated Salaries	219,042	290,083	355,204
Benefits	136,437	180,686	221,248
Books/Supplies/Materials	154,783	204,983	250,999
Services/Operations	841,522	1,064,893	1,210,154
Capital Outlay	53,326	53,326	53,326
Other Outgo	489	648	793
<b>TTL Expenditures:</b>	<b>\$ 1,732,166</b>	<b>\$ 2,227,100</b>	<b>\$ 2,621,294</b>
<b>Net Income</b>	<b>\$ 286,822</b>	<b>\$ 408,149</b>	<b>\$ 795,635</b>
<b>Beginning Balance July 1</b>	<b>\$ (793,916)</b>	<b>\$ (507,094)</b>	<b>\$ (98,944)</b>
<b>Ending Balance June 30</b>	<b>\$ (507,094)</b>	<b>\$ (98,944)</b>	<b>\$ 696,691</b>
<b>Ending Balance as % of Exp.:</b>	<b>-29.3%</b>	<b>-4.4%</b>	<b>26.6%</b>



**Synergy Education Project  
2015-16 First Interim Budget  
BUDGET DETAIL**

Description	Current Budget (Sept Update)	Jul-Oct Actuals	First Interim Budget	Change from Current Budget	YTD % of Budget	Notes/Comments
P-2 ADA				(19.95)		Reduced to reflect current ADA
<b>REVENUES</b>	<b>195.70</b>		<b>175.75</b>			
<b>General Purpose Entitlement</b>						
8011 - General Purpose Block Grant	1,276,019	222,809	1,146,327	(129,692)	19%	ADA reduction
8012 - Education Protection Account	258,795	60,107	232,413	(26,382)	26%	ADA reduction
8096 - Funding in Lieu of Property Taxes	164,813	39,810	148,011	(16,802)	27%	ADA reduction
<b>TTL General Purpose Entitlement</b>	<b>1,699,627</b>	<b>322,726</b>	<b>1,526,751</b>	<b>(172,876)</b>	<b>21%</b>	
<b>Federal Revenue</b>						
8181 - Federal IDEA Special Education	24,181	-	24,181	-	0%	Based on prior year ADA
8220 - NSLP Federal	25,800	45	23,170	(2,630)	0%	Lower enrollment
8290 - Other Federal Revenues	58,950	-	58,950	-	0%	Updated Title I revenues
<b>TTL Federal Revenue</b>	<b>108,931</b>	<b>45</b>	<b>106,301</b>	<b>(2,630)</b>	<b>0%</b>	
<b>Other State Revenue</b>						
8311 - State Special Education Revenue	91,963	16,169	91,233	(730)	18%	ADA reduction
8520 - State Lunch Revenues	3,569	-	3,569	-	0%	
8550 - Mandate Block Grant	4,708	-	4,243	(465)	0%	ADA reduction
8560 - State Lottery Revenue	29,306	-	33,847	4,541	0%	Increased estimate
8590 - Add'l State Revenues	263,996	-	243,808	(20,188)	0%	Includes one-time mandate/EE grant
<b>TTL Other State Revenue</b>	<b>393,543</b>	<b>16,169</b>	<b>376,700</b>	<b>(16,843)</b>	<b>4%</b>	
<b>Other Local Revenue</b>						
8634 - NSLP Local	3,993	614	3,993	-	15%	
8699 - Local Donations/Contributions/Other	5,244	156	5,244	-	3%	
<b>TTL Other Local Revenue</b>	<b>9,236</b>	<b>770</b>	<b>9,236</b>	<b>-</b>	<b>8%</b>	
<b>TTL REVENUES</b>	<b>2,211,337</b>	<b>339,710</b>	<b>2,018,988</b>	<b>(192,349)</b>	<b>17%</b>	

**Synergy Education Project  
2015-16 First Interim Budget  
BUDGET DETAIL**

Description	Current Budget (Sept Update)	Jul-Oct Actuals	First Interim Budget	Change from Current Budget	YTD % of Budget		Notes/Comments
<b>EXPENDITURES</b>							
<b>1000 - Certificated Salaries</b>							
1100 - Teachers' Salaries	295,487	61,747	210,487	(85,000)		29%	Updated to current enrollment - moved teacher to Principal
1130 - Certificated Substitutes	31,080	11,271	31,080	-		36%	
1300 - Certificated Supervisory/Admin	29,000	8,427	85,000	56,000		10%	Added Principal post-Encore
<b>TTL Certificated Salaries</b>	<b>355,567</b>	<b>81,445</b>	<b>326,567</b>	<b>(29,000)</b>		<b>25%</b>	
<b>2000 - Non-Certificated Salaries</b>							
2100 - Instructional Aide Salaries	46,368	20,406	34,776	(11,592)		59%	Reduced need with lower enrollment
2130 - Classified Substitutes	9,000	79	9,000	-		1%	
2160 - Classified Electives	158,565	35,864	105,166	(53,399)		34%	Reduced need with lower enrollment
2200 - Classified Support Salaries	23,400	10,667	35,100	11,700		30%	Reduced need with lower enrollment
2400 - Clerical/Tech/Office Staff	35,000	14,554	35,000	-		42%	
<b>TTL Non-Certificated Salaries</b>	<b>272,333</b>	<b>81,570</b>	<b>219,042</b>	<b>(53,291)</b>		<b>37%</b>	
<b>3000 - Employee Benefits</b>							
3101 - STRS Certificated	31,574	9,528	28,999	(2,575)		33%	Lower salaries
3202 - PERS Classified	31,197	7,809	19,352	(11,845)		40%	Lower salaries
3301 - Soc. Sec/Medicare Certificated	5,156	1,592	4,735	(421)		34%	Lower salaries
3302 - Soc. Sec/Medicare Classified	20,834	5,566	16,757	(4,077)		33%	Lower salaries
3401 - Health Insurance Benefits - Cert	39,112	5,475	35,922	(3,190)		15%	Lower salaries
3402 - Health Insurance Benefits - Class	29,957	12,191	22,820	(7,137)		53%	Lower salaries
3501 - State Employment Ins - Cert	533	40	490	(44)		8%	Lower salaries
3502 - State Employment Ins - Class	409	40	329	(80)		12%	Lower salaries
3601 - Workmen's Comp Certificated	4,583	1,032	4,209	(374)		25%	Reduced WC rate
3602 - Workmen's Comp Classified	3,510	1,069	2,823	(687)		38%	Reduced WC rate
<b>TTL Employee Benefits</b>	<b>166,865</b>	<b>44,343</b>	<b>136,437</b>	<b>(30,429)</b>		<b>33%</b>	
<b>4000 - Books/Supplies/Materials</b>							
4310 - Student Instructional Materials	49,140	1,125	45,158	(3,982)		2%	Jul-Oct actuals do not include Encore reimbursements
4320 - Office Supplies	7,250	137	7,250	-		2%	Jul-Oct actuals do not include Encore reimbursements
4330 - Student Incentives / Events	3,000	-	3,000	-		0%	Jul-Oct actuals do not include Encore reimbursements
4400 - Noncapitalized Equipment	17,500	24,966	32,750	15,250		76%	
4700 - Food	66,625	22,942	66,625	-		34%	
<b>TTL Books/Supplies/Materials</b>	<b>143,515</b>	<b>49,170</b>	<b>154,783</b>	<b>11,268</b>		<b>32%</b>	

**Synergy Education Project  
2015-16 First Interim Budget  
BUDGET DETAIL**

Description	Current Budget (Sept Update)	Jul-Oct Actuals	First Interim Budget	Change from Current Budget	YTD % of Budget		Notes/Comments
<b>5000 - Services &amp; Operations</b>							
5200 - Travel and Conferences	2,279	4,310	6,179	3,900		70%	
5300 - Dues and Memberships	1,055	1,480	4,000	2,945		37%	
5400 - Liability Insurance	24,793	10,199	24,793	-		41%	
5510 - Utilities (General)	36,847	14,608	36,847	-		40%	
5520 - Janitorial	12,660	-	12,660	-		0%	
5610 - Facility Rental	246,477	118,927	246,477	-		48%	
5620 - Equipment Leases	10,023	1,647	10,023	-		16%	
5630 - Maintenance & Repair	12,660	1,500	12,660	-		12%	
5800 - Professional/Consulting Services	85,000	7,358	73,661	(11,339)		10%	Reduced non-SPED consulting
5810 - Legal	27,500	428	47,500	20,000		1%	Increased estimate
5820 - Audit/CPA Costs	7,500	4,502	7,500	-		60%	
5825 - DMS Business Services	81,000	41,250	99,000	18,000		42%	Updated to match final contract
5830 - Contracted Services	118,974	-	65,077	(53,897)		0%	Updated to reflect Encore termination & add'l consulting
5840 - Advertisement	17,500	1,080	17,500	-		6%	
5850 - Authorizer Oversight Fee	16,986	-	15,257	(1,729)		0%	Lower revenues
5855 - Interest on Short-Term Debt (<1 yr)	138,600	-	138,600	-		0%	Interest on \$1,600,000 RANs
5860 - Bank Fees	2,500	1,869	2,500	-		75%	
5870 - Livescan (Fingerprinting)	2,687	-	2,687	-		0%	
5910 - Telephone	2,956	499	2,956	-		17%	
5920 - Telecom/Internet	6,046	752	6,046	-		12%	
5930 - Postage	1,100	726	1,100	-		66%	
<b>TTL Services &amp; Operations</b>	<b>879,891</b>	<b>211,135</b>	<b>841,522</b>	<b>(38,369)</b>		<b>25%</b>	
<b>6000 - Capital Outlay</b>							
6900 - Depreciation	53,326	-	53,326	-		0%	
<b>TTL Capital Outlay</b>	<b>53,326</b>	<b>-</b>	<b>53,326</b>	<b>-</b>		<b>0%</b>	
<b>7000 - Other Outgo</b>							
<b>TTL Other Outgo</b>	<b>489</b>	<b>-</b>	<b>489</b>	<b>-</b>		<b>0%</b>	
<b>TTL EXPENDITURES</b>	<b>1,871,987</b>	<b>467,662</b>	<b>1,732,166</b>	<b>(139,821)</b>		<b>27%</b>	
<b>Revenues less Expenditures</b>	<b>339,350</b>	<b>(127,951)</b>	<b>286,822</b>	<b>(52,528)</b>			
<b>Beginning Fund Balance</b>	<b>(793,916)</b>		<b>(793,916)</b>				
<b>Net Revenues</b>	<b>339,350</b>		<b>286,822</b>				
<b>ENDING BALANCE</b>	<b>(454,566)</b>		<b>(507,094)</b>				
<b>ENDING BALANCE AS % OF OUTGO</b>	<b>-24.28%</b>		<b>-29.28%</b>				

**Synergy Education Project  
2015-16 First Interim Budget  
ENROLLMENT AND A.D.A. ASSUMPTIONS**

ADA Ratio:	2015-16		2016-17		2017-18	
<b>95.0%</b>						
	ENROLLED	ADA	ENROLLED	ADA	ENROLLED	ADA
Total K-3 Enrollment	0	-	0	-	0	-
Total 4-6 Enrollment	45	42.75	50	47.50	50	47.50
Total 7-8 Enrollment	73	69.35	90	85.50	95	90.25
Total 9-12 Enrollment	<u>67</u>	<u>63.65</u>	<u>105</u>	<u>99.75</u>	<u>140</u>	<u>133.00</u>
<b>TTL Enrollment/ADA</b>	<b>185</b>	<b>175.75</b>	<b>245</b>	<b>232.75</b>	<b>285</b>	<b>270.75</b>
TTL Grade 6 Enrollment	45	42.75	50	47.50	50	47.50
TTL Grade 7 Enrollment	38	36.10	45	42.75	50	47.50
TTL Grade 8 Enrollment	35	33.25	45	42.75	45	42.75
TTL Grade 9 Enrollment	24	22.80	35	33.25	45	42.75
TTL Grade 10 Enrollment	26	24.70	25	23.75	35	33.25
TTL Grade 11 Enrollment	17	16.15	25	23.75	30	28.50
TTL Grade 12 Enrollment	0	-	20	19.00	30	28.50
<b>TOTAL:</b>	<b>185</b>	<b>175.75</b>	<b>245</b>	<b>232.75</b>	<b>285</b>	<b>270.75</b>

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## Synergy Education Project 2015-16 First Interim Budget ASSUMPTIONS

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### ENROLLMENT/ADA ASSUMPTIONS:

1. Uses current 2015-16 enrollment and YTD ADA ratios for 2015-16 budget numbers.
2. "Enrollment Assumptions" page shows growth through 2017-18 based on Grade 12 expansion.

### STATE FUNDING ASSUMPTIONS:

1. Funding levels through 2017-18 use FCMAT LCFF Calculator 16.2 and latest funding levels.
2. Lottery estimated using current-year P-2 ADA for clarity (vs. prior year P-3 plus adj. factor).
3. Other funding levels based on CDE forecasts and extrapolated 2014-15 funding levels.
4. No ASES afterschool funding assumed until grant award received.

### FEDERAL FUNDING ASSUMPTIONS:

1. Title I and Title II based on extrapolation of current levels.
2. NSLP and IDEA funding based on current levels.

### LOCAL FUNDING ASSUMPTIONS:

1. Donation and local lunch revenues based on current and historical levels.

### STAFFING & OTHER EXPENSES ASSUMPTIONS

1. 2015-16 staffing based on current September 2015 staffing levels.
2. Most administrative staffing provided via Encore admin and educational services contract.
3. Staffing in future years based on extrapolation of current 2015-16 levels.
6. STRS plus 8k annual health insurance assumed for full-time staff.
8. Rent inc. @ 5%/year - other expenses generally assumed to increase at 2.5% CPI.

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**Synergy Education Project  
2015-16 First Interim Budget  
Restructured 2015A RANs - Debt Service Schedule**

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Restructured 2015A RANs represent a 3-year repayment of Synergy's existing 2014A defaulted RANs, representing the 12% default rate on that offering.

The 3-year repayment schedule shown below represents Synergy's updated estimates of the minimum time required to repay the existing debt while continuing operations. The 2015A RANs will be prepayable in part or in full on any date with 15 days' notice, allowing Synergy to refinance or accelerate repayment if enrollment increases more than currently projected.

While Encore Education Corporation is neither a guarantor nor obligor on the 2014A or 2015A RANs, its management contract with Synergy prioritizes repayment of Synergy's RANs over any other obligations of Synergy other than payroll, related payroll taxes, retirement benefit contributions, and remaining payments on Synergy's prior outstanding \$166k Revolving Fund Loan obligation.

Payment Number	Payment Date	Principal Component	Rate	Interest Component	Total Debt Service Amt
<i>Closing</i>	<i>09/15/15</i>				
1	03/15/16	\$ 50,000	12%	\$ 96,000.00	\$ 146,000.00
2	04/15/16	130,000	12%	15,500.00	145,500.00
3	05/15/16	130,000	12%	14,200.00	144,200.00
4	06/15/16	130,000	12%	12,900.00	142,900.00
5	03/15/17	60,000	12%	104,400.00	164,400.00
6	04/15/17	155,000	12%	11,000.00	166,000.00
7	05/15/17	155,000	12%	9,450.00	164,450.00
8	06/15/17	155,000	12%	7,900.00	162,900.00
9	03/15/18	120,000	12%	57,150.00	177,150.00
10	04/15/18	175,000	12%	5,150.00	180,150.00
11	05/15/18	170,000	12%	3,400.00	173,400.00
12	06/15/18	170,000	12%	1,700.00	171,700.00
		<b>\$ 1,600,000</b>		<b>\$ 338,750.00</b>	<b>\$ 1,938,750.00</b>

**Synergy Education Project  
2015-16 First Interim Budget  
PAYROLL & STAFFING DETAIL TABLES**

**EMPLOYEE POSITIONS AND COST**

Classification	Object	JobName	Total FTE	Sum of Gross Pay	Sum of All Benefits	Total Employee Cost
Certificated	1100	Teacher	3.00	158,949	36,191	195,141
		SPED Inclusion Specialist	1.00	51,538	11,735	63,273
	<b>1100 Total</b>		<b>4.00</b>	<b>210,487</b>	<b>47,926</b>	<b>258,413</b>
	1130	Long-Term Sub (Cert)	1.00	31,080	7,077	38,157
	<b>1130 Total</b>		<b>1.00</b>	<b>31,080</b>	<b>7,077</b>	<b>38,157</b>
	1300	Principal	1.00	85,000	19,354	104,354
	<b>1300 Total</b>		<b>1.00</b>	<b>85,000</b>	<b>19,354</b>	<b>104,354</b>
<b>Certificated Total</b>			<b>6.00</b>	<b>326,567</b>	<b>74,356</b>	<b>400,923</b>
Classified	2100	SPED Aide	1.50	34,776	8,458	43,234
		<b>2100 Total</b>	<b>1.50</b>	<b>34,776</b>	<b>8,458</b>	<b>43,234</b>
	2130	Substitute Classified	0.00	9,000	1,808	10,808
	<b>2130 Total</b>		<b>0.00</b>	<b>9,000</b>	<b>1,808</b>	<b>10,808</b>
	2160	Teacher Elective Classified	3.00	105,166	33,586	138,752
	<b>2160 Total</b>		<b>3.00</b>	<b>105,166</b>	<b>33,586</b>	<b>138,752</b>
	2200	Food Services Clerk	1.50	35,100	7,051	42,151
	<b>2200 Total</b>		<b>1.50</b>	<b>35,100</b>	<b>7,051</b>	<b>42,151</b>
	2400	Office Manager / Registrar	1.00	35,000	11,178	46,178
	<b>2400 Total</b>		<b>1.00</b>	<b>35,000</b>	<b>11,178</b>	<b>46,178</b>
<b>Classified Total</b>			<b>7.00</b>	<b>219,042</b>	<b>62,080</b>	<b>281,123</b>
<b>Grand Total</b>			<b>13.00</b>	<b>545,610</b>	<b>136,437</b>	<b>682,046</b>

**Synergy Education Project  
2015-16 First Interim Budget  
FUNDING CALCULATIONS**

<b>2015-16 (Year 1)</b>	<b>Net State Funding COLA over prior year =</b>	<b>1.02%</b>
<b>GENERAL PURPOSE ENTITLEMENT</b>		<b>TOTALS</b>
	<b>\$/ADA                  ADA                  Subtotal</b>	
Total LCFF Funding (see LCFF page):	\$ 8,687.06                  175.75                  \$ 1,526,751	
State Aid Portion:	\$ 6,522.49                  175.75	1,146,327.00
Education Protection Account Portion:	\$ 1,322.41                  175.75	232,413.00
Local In-Lieu-Of Property Tax Portion:	\$ 842.17                  175.75	\$ 148,011.00
	<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>	<b>\$ 1,526,751.00</b>
<b>FEDERAL REVENUES</b>		
Title I Funding	\$ 57,865.00	
Title II Part A	1,085.00	
Title III LEP	-	
<b>Total Federal ESEA Funding:</b>		<b>58,950.00</b>
<b>Other Federal Revenues</b>		
PCSGP Startup/Implementation Grant	\$ -	
National School Lunch Program	23,170.08	
Federal IDEA Special Education	24,180.73	
Other Federal Revenue	-	
<b>Total Other Federal Revenues:</b>		<b>47,350.81</b>
	<b>TOTAL FEDERAL REVENUES</b>	<b>\$ 106,300.81</b>
<b>OTHER STATE REVENUES</b>		
Non-Prop 20 Lottery (using P-2 ADA)	\$ 140.00                  187                  26,180.00	
Prop 20 Lottery (using P-2 ADA):	41.00                  187                  7,667.00	
		<b>33,847.00</b>
<b>Additional Other State Revenues</b>		
State Lunch Program Revenues	3,569.49	
Mandate Block Grant	4,243.00	
Facility Grant Program (lesser of 75% or \$750/ADA)	131,812.50	
State Special Education (AB602)	82,588.00	
SPED Mental Health (Tier 1)	3,515.00	
SPED Mental Health (Tier 2)	5,130.00	
Prior Year Corrections/Adjustments	-	
Other State Revenues	-	
Other State Revenues - One-Time Discretionary	96,230.00	
Other State Revenues - Educator Effectiveness	15,765.00	
<b>Total Additional Other State Revenues:</b>		<b>342,852.99</b>
	<b>TOTAL OTHER STATE REVENUES</b>	<b>\$ 376,699.99</b>
<b>OTHER LOCAL REVENUES</b>		
Interest Earnings	\$ -	
Local Donations/Contributions	5,243.83	
Local Lunch Revenues	3,992.62	
Extended Day Program	-	
Other Local Revenues	-	
	<b>TOTAL OTHER LOCAL REVENUES</b>	<b>\$ 9,236.45</b>
	<b>TOTAL REVENUES</b>	<b>\$ 2,018,988.25</b>

**Synergy Education Project  
2015-16 First Interim Budget  
FUNDING CALCULATIONS**

<b>2016-17 (Year 2)</b>	<b>Net State Funding COLA over prior year =</b>	<b>1.60%</b>
<b>GENERAL PURPOSE ENTITLEMENT</b>		<b>TOTALS</b>
	<u>\$/ADA</u> <u>ADA</u> <u>Subtotal</u>	
Total LCFF Funding (see LCFF page):	\$ 9,216.86      232.75      \$ 2,145,224	
State Aid Portion:	\$ 7,056.41      232.75	1,642,379.00
Education Protection Account Portion:	\$ 1,318.28      232.75	306,830.00
Local In-Lieu-Of Property Tax Portion:	\$ 842.17      232.75	\$ 196,015.00
	<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>	<b>\$ 2,145,224.00</b>
<b>FEDERAL REVENUES</b>		
Title I Funding	\$ 76,632.03	
Title II Part A	1,436.89	
Title III LEP	-	
<b>Total Federal ESEA Funding:</b>		<b>78,068.92</b>
<b>Other Federal Revenues</b>		
PCSGP Startup/Implementation Grant	\$ -	
National School Lunch Program	30,684.70	
Federal IDEA Special Education	23,374.75	
Other Federal Revenue	-	
<b>Total Other Federal Revenues:</b>		<b>54,059.45</b>
	<b>TOTAL FEDERAL REVENUES</b>	<b>\$ 132,128.37</b>
<b>OTHER STATE REVENUES</b>		
Non-Prop 20 Lottery (using P-2 ADA)	\$ 140.00      248      34,720.00	
Prop 20 Lottery (using P-2 ADA):	41.00      248      10,168.00	
		<b>44,888.00</b>
<b>Additional Other State Revenues</b>		
State Lunch Program Revenues	4,000.00	
Mandate Block Grant	6,052.00	
Facility Grant Program (lesser of 75% or \$750/ADA)	174,562.50	
State Special Education (AB602)	109,373.30	
SPED Mental Health (Tier 1)	4,655.00	
SPED Mental Health (Tier 2)	5,130.00	
Prior Year Corrections/Adjustments	-	
Other State Revenues	-	
Other State Revenues - One-Time Discretionary	-	
Other State Revenues - Educator Effectiveness	-	
<b>Total Additional Other State Revenues:</b>		<b>303,772.80</b>
	<b>TOTAL OTHER STATE REVENUES</b>	<b>\$ 348,660.80</b>
<b>OTHER LOCAL REVENUES</b>		
Interest Earnings	\$ -	
Local Donations/Contributions	5,243.83	
Local Lunch Revenues	3,992.62	
Extended Day Program	-	
Other Local Revenues	-	
	<b>TOTAL OTHER LOCAL REVENUES</b>	<b>\$ 9,236.45</b>
	<b>TOTAL REVENUES</b>	<b>\$ 2,635,249.61</b>

**Synergy Education Project  
2015-16 First Interim Budget  
FUNDING CALCULATIONS**

<b>2017-18 (Year 3)</b>	<b>Net State Funding COLA over prior year =</b>	<b>2.43%</b>	
<b>GENERAL PURPOSE ENTITLEMENT</b>			
	<u>\$/ADA</u>	<u>ADA</u>	<u>Subtotal</u>
Total LCFF Funding (see LCFF page):	\$ 9,692.02	285.00	\$ 2,762,225
State Aid Portion:	\$ 7,637.02	285.00	2,176,552.00
Education Protection Account Portion:	\$ 1,212.82	285.00	345,654.00
Local In-Lieu-Of Property Tax Portion:	\$ 842.17	285.00	\$ 240,019.00
	<b>TOTAL GENERAL PURPOSE ENTITLEMENT</b>		<b>\$ 2,762,225.00</b>
<b>FEDERAL REVENUES</b>			
Title I Funding			\$ 93,835.14
Title II Part A			1,759.46
Title III LEP			-
<b>Total Federal ESEA Funding:</b>			<b>95,594.59</b>
<b>Other Federal Revenues</b>			
PCSGP Startup/Implementation Grant			\$ -
National School Lunch Program			40,636.49
Federal IDEA Special Education			23,374.75
Other Federal Revenue			-
<b>Total Other Federal Revenues:</b>			<b>64,011.24</b>
	<b>TOTAL FEDERAL REVENUES</b>		<b>\$ 159,605.84</b>
<b>OTHER STATE REVENUES</b>			
Non-Prop 20 Lottery (using P-2 ADA)	\$ 140.00	304	42,560.00
Prop 20 Lottery (using P-2 ADA):	41.00	304	12,464.00
			<b>55,024.00</b>
<b>Additional Other State Revenues</b>			
State Lunch Program Revenues			4,000.00
Mandate Block Grant			7,910.00
Facility Grant Program (lesser of 75% or \$750/ADA)			299,769.32
State Special Education (AB602)			109,373.30
SPED Mental Health (Tier 1)			4,655.00
SPED Mental Health (Tier 2)			5,130.00
Prior Year Corrections/Adjustments			-
Other State Revenues			-
Other State Revenues - One-Time Discretionary			-
Other State Revenues - Educator Effectiveness			-
<b>Total Additional Other State Revenues:</b>			<b>430,837.62</b>
	<b>TOTAL OTHER STATE REVENUES</b>		<b>\$ 485,861.62</b>
<b>OTHER LOCAL REVENUES</b>			
Interest Earnings			\$ -
Local Donations/Contributions			5,243.83
Local Lunch Revenues			3,992.62
Extended Day Program			-
Other Local Revenues			-
	<b>TOTAL OTHER LOCAL REVENUES</b>		<b>\$ 9,236.45</b>
	<b>TOTAL REVENUES</b>		<b>\$ 3,416,928.91</b>

**Synergy Education Project  
2015-16 First Interim Budget  
LOCAL CONTROL FUNDING FORMULA CALCULATOR (2015-16 - YEAR 1)**

**STEP 1: Calculate Start Point (2012-13 Actual Funding)**

2012-13 General Purpose Entitlement	300,584	
2012-13 Education Protection Account	80,506	
2012-13 In-Lieu-Of Property Taxes	61,484	
2012-13 Categorical Block Grant (Main)	34,524	
2012-13 Categorical Block Grant (EIA)	10,140	
2012-13 Supplemental Categorical Grant	10,659	
2012-13 Other "Flexed" Categoricals	-	
<b>2012-13 Actual Funding Total:</b>	<b>\$ 497,897</b>	
<b>2012-13 P-2 ADA:</b>	divided by <b>83.93</b>	
<b>2012-13 Actual Funding Per ADA:</b>		<b>\$ 5,932.29</b>

**Step 2: Calculate LCFF Target Amount:**

2015-16 Projected Enrollment:	185																																					
2015-16 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students:	142																																					
2015-16 Unduplicated % (13-14,14-15 & 15-16 Enrollment / 13-14, 14-15 & 15-16 UC):	76.87%																																					
Local District Unduplicated % (n/a unless school U% is over 55%):	84.27%																																					
	<table border="1"> <thead> <tr> <th>2015-16 ADA</th> <th>Base Grant (\$/ADA)</th> <th>Base Grant (Total \$)</th> <th>Supp. Grant (Total \$)</th> <th>Conc. Grant (Total \$)</th> <th>Total Target Amount (\$)</th> </tr> </thead> <tbody> <tr> <td>2015-16 K-3 ADA:</td> <td style="text-align: center;">-</td> <td style="text-align: right;">7,820</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td>2015-16 4-6 ADA:</td> <td style="text-align: right;">42.75</td> <td style="text-align: right;">7,189</td> <td style="text-align: right;">307,330</td> <td style="text-align: right;">47,249</td> <td style="text-align: right;">33,608</td> </tr> <tr> <td>2015-16 7-8 ADA:</td> <td style="text-align: right;">69.35</td> <td style="text-align: right;">7,403</td> <td style="text-align: right;">513,398</td> <td style="text-align: right;">78,931</td> <td style="text-align: right;">56,142</td> </tr> <tr> <td>2015-16 9-12 ADA:</td> <td style="text-align: right;">63.65</td> <td style="text-align: right;">8,801</td> <td style="text-align: right;">560,184</td> <td style="text-align: right;">86,123</td> <td style="text-align: right;">61,258</td> </tr> <tr> <td><b>Totals:</b></td> <td style="text-align: right;"><b>175.75</b></td> <td></td> <td style="text-align: right;"><b>1,380,912</b></td> <td style="text-align: right;"><b>212,303</b></td> <td style="text-align: right;"><b>1,744,213</b></td> </tr> </tbody> </table>	2015-16 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)	2015-16 K-3 ADA:	-	7,820	-	-	-	2015-16 4-6 ADA:	42.75	7,189	307,330	47,249	33,608	2015-16 7-8 ADA:	69.35	7,403	513,398	78,931	56,142	2015-16 9-12 ADA:	63.65	8,801	560,184	86,123	61,258	<b>Totals:</b>	<b>175.75</b>		<b>1,380,912</b>	<b>212,303</b>	<b>1,744,213</b>	
2015-16 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)																																	
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<b>Totals:</b>	<b>175.75</b>		<b>1,380,912</b>	<b>212,303</b>	<b>1,744,213</b>																																	
<b>LCFF Target:</b>		<b>\$ 1,744,213</b>																																				
<b>2015-16 P-2 ADA:</b>	divided by <b>175.75</b>																																					
<b>LCFF Target Per ADA:</b>		<b>\$ 9,924.40</b>																																				

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target:	<b>\$ 1,744,213</b>
Starting Amount (2012-13 Actual Funding Per ADA x 2015-16 ADA):	<b>(1,042,600)</b>
Prior Year Gaps per ADA x 2015-16 ADA:	<b>(253,061)</b>
<b>Total Revised Gap Amount:</b>	<b>\$ 448,552</b>
Percentage of Gap Covered in 2015-16:	<b>51.520%</b>
Dollar Amount of 2015-16 Gap Coverage:	<b>\$ 231,094</b>
<b>Total 2015-16 LCFF Funding (2013-14 Funding + 15-16 Gap Coverage):</b>	<b>\$ 1,526,751</b>
<b>Total 2015-16 LCFF Funding Per 2015-16 ADA:</b>	<b>\$ 8,687.06</b>
<b>% Change in \$/ADA Funding from 2014-15 to 2015-16:</b>	<b>17.836%</b>

**Synergy Education Project  
2015-16 First Interim Budget  
LOCAL CONTROL FUNDING FORMULA CALCULATOR (2016-17 - YEAR 2)**

**STEP 1: Calculate Start Point (2012-13 Actual Funding)**

2012-13 General Purpose Entitlement	300,584	
2012-13 Education Protection Account	80,506	
2012-13 In-Lieu-Of Property Taxes	61,484	
2012-13 Categorical Block Grant (Main)	34,524	
2012-13 Categorical Block Grant (EIA)	10,140	
2012-13 Supplemental Categorical Grant	10,659	
2012-13 Other "Flexed" Categoricals	-	
<b>2012-13 Actual Funding Total:</b>	<b>\$ 497,897</b>	
<b>2012-13 P-2 ADA:</b>	divided by	<b>83.93</b>
<b>2012-13 Actual Funding Per ADA:</b>		<b>\$ 5,932.29</b>

**Step 2: Calculate LCFF Target Amount:**

2016-17 Projected Enrollment:	236																																											
2016-17 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students:	181																																											
2016-17 Unduplicated % (14-15,15-16 & 16-17 Enrollment / 14-15, 15-16 & 16-17 UC):	76.24%																																											
Local District Unduplicated % (n/a unless school U% is over 55%):	84.27%																																											
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<b>LCFF Target:</b>		<b>\$ 2,368,782</b>																																										
<b>2016-17 P-2 ADA:</b>	divided by	<b>232.75</b>																																										
<b>LCFF Target Per ADA:</b>		<b>\$ 10,177.37</b>																																										

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target:	<b>\$ 2,368,782</b>
Starting Amount (2012-13 Actual Funding Per ADA x 2016-17 ADA):	<b>(1,380,740)</b>
Prior Year Gaps per ADA x 2016-17 ADA:	<b>(641,179)</b>
<b>Total Revised Gap Amount:</b>	<b>\$ 346,864</b>
Percentage of Gap Covered in 2016-17:	<b>35.550%</b>
Dollar Amount of 2016-17 Gap Coverage:	<b>\$ 123,310</b>
<b>Total 2016-17 LCFF Funding (2013-14 Funding + 15-16 Gap Coverage):</b>	<b>\$ 2,145,224</b>
<b>Total 2016-17 LCFF Funding Per 2016-17 ADA:</b>	<b>\$ 9,216.86</b>
<b>% Change in \$/ADA Funding from 2014-15 to 2016-17:</b>	<b>6.099%</b>

**Synergy Education Project  
2015-16 First Interim Budget  
LOCAL CONTROL FUNDING FORMULA CALCULATOR (2017-18 - YEAR 3)**

**STEP 1: Calculate Start Point (2012-13 Actual Funding)**

2012-13 General Purpose Entitlement	300,584	
2012-13 Education Protection Account	80,506	
2012-13 In-Lieu-Of Property Taxes	61,484	
2012-13 Categorical Block Grant (Main)	34,524	
2012-13 Categorical Block Grant (EIA)	10,140	
2012-13 Supplemental Categorical Grant	10,659	
2012-13 Other "Flexed" Categoricals	-	
<b>2012-13 Actual Funding Total:</b>	<b>\$ 497,897</b>	
<b>2012-13 P-2 ADA:</b>	divided by	<b>83.93</b>
<b>2012-13 Actual Funding Per ADA:</b>		<b>\$ 5,932.29</b>

**Step 2: Calculate LCFF Target Amount:**

2017-18 Projected Enrollment:	257																																											
2017-18 Total Unduplicated Count of Free/Red Lunch, EL and Foster Students:	196																																											
2017-18 Unduplicated % (14-15,15-16 & 16-17 Enrollment / 14-15, 15-16 & 16-17 UC):	76.55%																																											
Local District Unduplicated % (n/a unless school U% is over 55%):	84.27%																																											
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 10%;">2017-18 ADA</th> <th style="width: 10%;">Base Grant (\$/ADA)</th> <th style="width: 10%;">Base Grant (Total \$)</th> <th style="width: 10%;">Supp. Grant (Total \$)</th> <th style="width: 10%;">Conc. Grant (Total \$)</th> <th style="width: 10%;">Total Target Amount (\$)</th> </tr> </thead> <tbody> <tr> <td>2017-18 K-3 ADA:</td> <td style="text-align: center;">-</td> <td style="text-align: right;">8,141</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td>2017-18 4-6 ADA:</td> <td style="text-align: right;">50.00</td> <td style="text-align: right;">7,485</td> <td style="text-align: right;">374,250</td> <td style="text-align: right;">57,297</td> <td style="text-align: right;">40,323</td> <td style="text-align: right;">471,870</td> </tr> <tr> <td>2017-18 7-8 ADA:</td> <td style="text-align: right;">95.00</td> <td style="text-align: right;">7,708</td> <td style="text-align: right;">732,260</td> <td style="text-align: right;">112,107</td> <td style="text-align: right;">78,896</td> <td style="text-align: right;">923,263</td> </tr> <tr> <td>2017-18 9-12 ADA:</td> <td style="text-align: right;">140.00</td> <td style="text-align: right;">9,163</td> <td style="text-align: right;">1,282,820</td> <td style="text-align: right;">196,396</td> <td style="text-align: right;">138,215</td> <td style="text-align: right;">1,617,431</td> </tr> <tr> <td><b>Totals:</b></td> <td style="text-align: right;"><b>285.00</b></td> <td></td> <td style="text-align: right;"><b>2,389,330</b></td> <td style="text-align: right;"><b>365,800</b></td> <td style="text-align: right;"><b>257,434</b></td> <td style="text-align: right;"><b>3,012,504</b></td> </tr> </tbody> </table>		2017-18 ADA	Base Grant (\$/ADA)	Base Grant (Total \$)	Supp. Grant (Total \$)	Conc. Grant (Total \$)	Total Target Amount (\$)	2017-18 K-3 ADA:	-	8,141	-	-	-	-	2017-18 4-6 ADA:	50.00	7,485	374,250	57,297	40,323	471,870	2017-18 7-8 ADA:	95.00	7,708	732,260	112,107	78,896	923,263	2017-18 9-12 ADA:	140.00	9,163	1,282,820	196,396	138,215	1,617,431	<b>Totals:</b>	<b>285.00</b>		<b>2,389,330</b>	<b>365,800</b>	<b>257,434</b>	<b>3,012,504</b>	
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<b>2017-18 P-2 ADA:</b>	divided by	<b>285.00</b>																																										
<b>LCFF Target Per ADA:</b>		<b>\$ 10,570.19</b>																																										

**Step 3: Calculate Current Year LCFF Funding:**

LCFF Target:	<b>\$ 3,012,504</b>
Starting Amount (2012-13 Actual Funding Per ADA x 2017-18 ADA):	<b>(1,690,702)</b>
Prior Year Gaps per ADA x 2017-18 ADA:	<b>(936,109)</b>
<b>Total Revised Gap Amount:</b>	<b>\$ 385,693</b>
Percentage of Gap Covered in 2017-18:	<b>35.110%</b>
Dollar Amount of 2017-18 Gap Coverage:	<b>\$ 135,417</b>
<b>Total 2017-18 LCFF Funding (2013-14 Funding + 15-16 Gap Coverage):</b>	<b>\$ 2,762,225.15</b>
<b>Total 2017-18 LCFF Funding Per 2017-18 ADA:</b>	<b>\$ 9,692.02</b>
<b>% Change in \$/ADA Funding from 2014-15 to 2017-18:</b>	<b>5.155%</b>

**Synergy Education Project  
Special Meeting of the Board of Directors  
UNAPPROVED MEETING MINUTES  
Thursday November 5<sup>th</sup>, 2015 6:00pm  
355 E. Leland Rd, Pittsburg, CA**

*\*Synergy Education Project encourages members of the public to exercise their right to address the Board. Any members of the public wishing to do so can fill out a Request for Public Comment Card and return it to the Board Secretary.*

*\*\*Synergy Education Project Board of Directors will provide reasonable accommodations for persons with disabilities who wish to attend board meetings. If you need assistance with accommodations please submit a request to the school by calling 925 252-1900 in advance of each meeting you wish to attend.*

I **Call to Order**

Call to order at 6:07 pm

II **Roll Call**

Rachele Sullivan, Elizabeth Brooking, Kathleen Magana, Cheryl Townsend, Lawrence Rasheed. Absent: Amanda Sevillano.

III **Approval of the Agenda**

Elizabeth Brooking requested a volunteer member to chair this evening's meeting due to a cold and sore throat. Board member Cheryl Townsend volunteered to act as the meeting chair. Kathleen motions to approve the agenda. Lawrence seconds the motion. Vote taken. Ayes: 5 Nays: 0 Abstentions: 0 Motion approved.

IV **Approval of Meeting Minutes**

1. **October 22<sup>nd</sup>, 2015 Special Meeting**

Kathleen moves to approve the meeting minutes. Elizabeth seconds the motion. Vote taken. Ayes: 4 Nays: 0 Abstentions: 1 (board member was not present at the meeting on Oct. 22) Motion approved.

2. **October 27<sup>th</sup>, 2015 Special Meeting**

Kathleen moves to approve the meeting minutes. Rachele seconds the motion. Ayes: 5 Nays: 0 Abstentions: 0 Motion approved.

V **Public Comment for Items Not on the Agenda**

**Pam Thomas**, grandmother of Synergy student: She refers to a letter saying that if there are not enough students here, the school will have to close. She says she would like to know if this is what will happen. Pam does not feel like her child will be able to find at other schools what she finds suitable here. She feels the small classes are important and that the teachers really, really care here.

**Kaynek Young**, parent of a Synergy student. She is here to say thank you to the staff and people who are putting in the sweat and tears and anger and determination. There are a lot of people here who are fighting. This experience is teaching her daughter to fight. She is bouncing back and is coming home happy. She used to cry and hide under her bed when she attended other schools and now is excited about school. She is doing well here and loves to come here.

VI **Public Comments for Items on the Agenda**

None.

VII **Announcements and Correspondence**

1. **Correspondence from the California Department of Education Regarding Notice of Violation**

Lawrence Rasheed was in attendance at the State Board hearing today and reports out on how the school will move forward. He says the sense of the CDE is that they do not want the school to close. There is a lot of work that needs to be done in order to stay open. The transition will have to be made into a very specific action plan. The board has been working diligently on this plan. We will need the support of the parents and community. Raising money and increasing our enrollment are critical. The State wants to see us open beyond the 18<sup>th</sup>. We have to work to keep it open but the state does not want the school to close.

**2. Status Update on the Transition Plan to Begin Local Operations Management**

Cheryl reported out on how that the transition plan is tied to the rest of the agenda. A team of board members, along with parents and students, all providing input towards creating the transition plan. The remaining items on the agenda are all along the lines of meeting the requirements of the transition plan.

VIII Administrative Order of Business

**1. Ratification of SEP Board Members Seated 10-22-15 (Discussion/Action)**

Elizabeth states, "Since I was the sole remaining board member charged with the installation of new members it is required that I ratify the appointments of the following board members Cheryl Townsend, Lawrence Rasheed and Kathleen Magana appointed to the SEP board October 10<sup>th</sup>, 2015."

**2. Interview and Appointment of Synergy Education Project Board Members (Discussion/Action)**

Cynthia Ruehlig is called to read her letter of intent. Cynthia states that she wants to be sure the board members all have copies of her letter of resignation. She states her reasons for resigning stating many violations on the part of Encore. She states that she rescinds her resignation since the problems that led to her resignation are gone, she feels she can now serve well. She states that she does not want to walk away from the debt. She feels students should have choice and a voice in their education.

A number of board members asks interview questions.

Kathleen asks for more specifics of what Cynthia will accomplish on the board. Cynthia states that she has a lot of board experience. She states that she has positive relationships with many of the people involved in the school. She knows the school's history well and can use that to help move towards a stronger school program and operations.

Kathleen asks Cynthia what she hopes to accomplish specifically. Cynthia states that repayment of the debt has to be accomplished. She wants to help raise academic performance of the students. She wants to help improve the recruitment of students. Cynthia asks if we have the CDE approval yet to accept students again. Cynthia was also asked if she is able to maintain the meeting schedule and work involved. Cynthia responds that she will be able to meet the busy schedule.

Kathleen motions to approve Cynthia Ruehlig's appointment as member of the board.

Elizabeth seconds the motion. Vote taken. Ayes: 5 Nays 0 Abstentions: 0 Motion approved.

Alonzo Terry is called to the podium to state his intent for appointment to the board. Alonzo states that he wants to take a seat on the board because he wants to be part of the Synergy community. His volunteer experience spans the communities of Antioch through Bay Point. He as asked to speak about some specific skills and experience he has that will help him with this work. He replies that he has worked 20 years with the Sherriff's department. He created an after school program and helped students to learn how to problem solve. This program received accolades from Governor Schwarzenegger. It was very successful.

He said that he understands the urgency in outreach into the community regarding recruiting new students and also regarding fundraising.

Mr. Terry stated that he understands the time commitment and that he can meet these time demands.

Kathleen motions to approve Alonzo Terry as a member of the board. Rachele seconds the motion. Vote taken. Ayes: 5 Nays: 0 Abstentions: 0 Motion approved.

Jade Farrell-Paul is called to state her intent for appointment to the board. Jade reads her letter of intent. Jade states that we need to have someone that can communicate with our families about all the changes and updates. She says she feels that she can be that person. Jade shares her ideas about fundraising and community outreach..

Elizabeth asks if Jade is able to meet weekly. Jade confirms that she is able to put in the time.

Rachele motions to approve Jade as a new board member. Lawrence seconds the motion. Vote taken. Ayes: 5 Nays: 0 Abstentions: 0 Motion approved.

**3. Approval of 2015-2016 First Interim Budget(Discussion/Action)**

Background information was shared begins about the information that was provided DMS (Delta Managed Solutions) in developing the budget. Cynthia asks if the 175 enrollment in the budget will make us break even and pay the debt. Cheryl states that it will not. The budget shows a deficit at the end of this and next year. Cynthia asks if the payment schedule includes specific amounts for the first payment schedule. Cheryl recommends that board consult with DMS to get more specific details. Cynthia asks about the timeline with the budget. Cheryl states that this is the First Interim budget but that it is also consistent with the Transition Plan and was prepared with that in mind and that the CDE must be able to see a workable budget. The financial situation will improve if we can hold on to our enrollment and increase enrollment. Cynthia asks if this is approved and then sent to the CDE, will she be able to consult with Karl? She would like to get him to participate by phone or to be present at the next board meeting to answer questions. Cheryl suggests that contact be made with Karl to schedule his participation at a future meeting. Cynthia moves to approve the first interim budget. Elizabeth seconds the motion. Votes taken. Ayes: 9 Nays: 0 Abstentions: 0 Motion approved.

**4. Approval of Authorization for Interest Payment to US Bank on RAN (Discussion/Action)**

Historical information was provided to the board regarding the RAN and how it is the bulk of Synergy's outstanding debt. It was reported that DMS is encouraging the board to make an interest only payment to remain in good standing. It will set the repayment schedule in motion. There is a risk of lawsuits if we do not make this payment. Cynthia asks about the timeline of the initial payment. Cheryl says that it is not in the payment schedule because this interest only payment is necessary to keep in good standing and needs to be made immediately. Kathleen comments on how it will look to the CDE if we don't make this payment, that it will look bad. Board members agree. Rachele states that since they are not asking for the full loan, but only the interest, we should pay it. Elizabeth states that she wants to be sure that salaries can still be paid. Cheryl states that cash flow is still in good shape. Cynthia motions to approve the payment of an interest only payment. Elizabeth seconds the motion. Vote taken: 9 Nays: 0 Abstentions: 0 Motion approved.

**5. Approval of Authorization for Delta Managed Solutions to Resume Payments to Service Contractors From Synergy Education Project Bank Account (Discussion/Action)**

Information was provided to the board by Cheryl a growing concern that the board does not know what payments have been made to service providers and on various contracts. The concern here is that until the board is fully advised as to the immediate cash flow situation and what payments are and aren't being made the board may need authorize emergency payment of a particular item related to daily operations. She recommends the board request monthly warrant and aging reports to be made available to the board for the next board meeting so that the board can be aware of school's financial status. This is something that will be provided by DMS at the request of the board. Cynthia says she is willing to approve the making payments to contractors but wants to know about any contracts that Encore entered into that the board is unaware of. She requests that any new contracts that were created are made available to the board members for review. Cheryl asked Cynthia to email her specific request to the attorney. Alonzo asks if the bills are being paid. No member was able to confirm that information. Elizabeth states that we authorized a one year contract with DMS at the last board meeting. Rachele volunteers to be the board designee to approve expenditures for a set period of time only if needed for emergency purchases or payment. Alonzo motions to approve the authorization of DMS to resume payments from Synergy bank accounts on the condition that Rachele Sullivan act as a board designee as needed. Jade seconds the motion. Vote taken. Ayes: 9 Nays: 0 Abstentions: 0 Motion approved. Rachele request that all emails pertaining to this are forwarded to her.

**6. Approval of the SEP High School Transition Plan as Submitted to the California Department of Education (Discussion/Action)**

Information was provided that the school's attorney submitted a draft of the plan to the CDE staff on Tuesday November 3<sup>rd</sup>, 2015.

Elizabeth requests that it be clarified what "voluntary school closure" means.

Alonzo states that if we don't meet the numbers, we will close.

Cynthia says that we need to make the numbers that are needed to pay the bills and the debt.

Alonzo asks why we are not increasing our enrollment. Board members mention that lack of outreach. The board continues discussions about transition phases including staffing issues.

Kathleen motions to approve the transition plan. Rachele seconds the motion. Vote taken.

Ayes: 9 Nays: 0 Abstentions: 0 Motion approved.

**7. Approval of Contract for Student Information System (Discussion/Action)**

Cheryl provided information on the school's history using School Pathways is the former school student information system. She explained that she reached out to staff at School Pathways with questions regarding re-establishing a contract and the process of reactivating the school's prior account. Cheryl says that it was confirmed that it will not be an issue to just reactivate the old system. She explains the different services provided at the different price levels. She explains the various reporting cycles. She explains the time requirements that are needed to complete all the reports. She expresses her concern about certain staff having to lose too much time to the reporting requirements.

Cheryl recommends that the item be tabled so that the full contract will be available at the next meeting. The attorney would also have time to review the contract.

Cynthia moves to table this item until the full contract is available. Kathleen seconds the motion. Vote taken. Ayes: 9 Nays: 0 Abstentions: 0 Motion approved.

**8. Establishment of an SEP Board Employee Recruitment Committee (Discussion/Action)**

Kathleen volunteers to be on the committee. Alonzo also volunteers to be on the committee.

Cheryl volunteers to revise the job description to match any provisions for the position as stated in the current charter petition. Kathleen says she will put together some interview questions. Cheryl says she has some that she is willing to forward to Kathleen as well. Jade volunteers to be on that committee. Alonzo asks the audience if there is a parent who also wants to volunteer.

Patricia Estrada, a parent in the audience, volunteers as well.

Cynthia moves to approve the establishment of the Employee Recruitment Committee. Jade seconds the motion. Vote taken. Ayes: 9 Nays: 0 Abstentions: 0 Motion approved.

Public session adjourned at 8:01 pm.

Closed session opens at 8:01 pm.

Closed session is adjourned at 8:02 and public session is re-adjourned for the purpose of scheduling the next board meeting so that parents who need to leave can be informed of the next meeting.

The next board meeting is discussed and board members agree that it will be set for Tuesday, Nov. 10<sup>th</sup>, at 6:00pm.

Rachele makes a motion to calendar the next board meeting. Cynthia seconds the motion. Vote taken. Ayes: 9 Nays: 0 Abstentions: 0 Motion approved.

Open session is adjourned at 8:04.

Closed session is re-opened at 8:05.

IX

**Closed Session –**

**1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case**

Closed session is adjourned at 9:38pm.

Open session is re-opened at 9:38pm.

Cheryl reports out that the board discussed matters of possible litigation with the school's attorney but took no action at this time.

X

**Announcements**

**1. Board Announcements**

None.

**2. Next Board Meeting – To Be Determined**

The next board meeting will be Tuesday, Nov. 10, 6:00pm.

Location: Synergy School 355 E. Leland Rd, Pittsburg, Ca 94565

XI

**Adjournment**

Meeting adjourned at 9:40pm.

SEP Board Meeting Minutes  
November 10<sup>th</sup>, 2015

**Synergy Education Project  
Special Meeting of the Board of Directors  
UNAPPROVED MEETING MINUTES  
Tuesday November 10th, 2015 6:00pm  
355 E. Leland Rd, Pittsburg, CA**

*\*Synergy Education Project encourages members of the public to exercise their right to address the Board. Any members of the public wishing to do so can fill out a Request for Public Comment Card and return it to the Board Secretary.*

*\*\*Synergy Education Project Board of Directors will provide reasonable accommodations for persons with disabilities who wish to attend board meetings. If you need assistance with accommodations please submit a request to the school by calling 925 252-1900 in advance of each meeting you wish to attend.*

**I Call to Order**

Meeting called to order at 6:10pm.

**II Roll Call**

Lawrence Rasheed, Kathleen Magana, Rachele Sullivan, Elizabeth Brooking, Amanda Sevillano, Jade Farrel-Paul, Alonzo Terry

**III Approval of the Agenda**

Elizabeth would like to add to section VIII 5 a report out from the Board Designee who is working with Delta Managed Solutions. Alonzo motions to add the item to the agenda. Kathleen seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

**IV Approval of Meeting Minutes**

1. November 5th, 2015 Special Meeting  
Rachele motions to approve meeting minutes. Kathleen seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion Approved.

**V Public Comment for Items Not on the Agenda**

**Lana LaRue:** She is the grandparent of a 6<sup>th</sup> grader here. She is here because she has been in attendance at other meetings to make sense of what is happening. She went to the State Board website of the meeting minutes. She voiced her concerns over the negativity of the process. Her granddaughter has a very rough life. She hears the stories of other kids at the school and they share similar stories. She explains how she has homeschooled her granddaughter. Her granddaughter loves being here and no longer suffers anxiety and fear regarding the school. She encourages parents to go to the State website to know more. She says she distributed documentation to the parents. She encourages parents to reach out and work hard to save the school.

**VI Public Comments for Items on the Agenda**

None.

**VII Announcements and Correspondence**

Elizabeth reads the correspondence. The first is a letter of resignation. Lawrence Rasheed is a former employee and has been made aware that he cannot continue to serve on the Board because of his former employment and now because of his soon to be current employment. He is thanked for his service on the Board.

The second letter is a letter of resignation. Cheryl Townsend is a former employee and we now know that she cannot continue to serve on the Board as a former employee. She says she will be volunteering her time in service to the school.

**VIII Administrative Order of Business**

SEP Board Meeting Minutes  
November 10<sup>th</sup>, 2015

**1. Interview and Appointment of Synergy Education Project Board Members (Discussion/Action)**

Elizabeth calls Abraham Seminario. He shares about his background and his reasons for wanting to serve on the Board. He believes in fighting for the kids and if he is allowed on the Board, he states that is what he will do.

Rachele asks if his time schedule allows for him to meet frequently. He says he can.

Elizabeth asks if he has a child enrolled in the school. He says yes, a daughter in 7<sup>th</sup> grade.

Elizabeth asks if he can be impartial even though he has a child at the school. He says he will because the school is not only for her but for all the kids.

Rachele motions to accept Abraham Seminario as a new member to the Board. Alonzo seconds the motion. Vote taken. Ayes: 6 Nays: 0 Abstentions: 0 Motion approved.

**2. Election of the SEP Board Executive Committee; President, Secretary and Treasurer (Discussion/Action)**

Elizabeth explains the various roles involved with each Board member. The Board agrees to move forward with nominations. Kathleen nominates Rachele Sullivan as Board President based on her experience and skills. Rachele says she would be honored to take the position. Jade seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

Alonzo motions to have Elizabeth remain as vice-president. Abraham seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

Rachele nominates Alonzo as the Board Secretary. He says he will accept that nomination.

Kathleen motions to approve Alonzo as the Board Secretary. Abraham seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

Alonzo motions to appoint Abraham as the Board treasurer. Kathleen seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

**3. Approval of the Revised Synergy School Transition Plan (Discussion/Action)**

Elizabeth calls to table this item as it is not fully ready and it a large item. Alonzo motions to approve to table this item until the next board meeting. Kathleen seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

**4. Approval of Contract for Student Information System (Discussion/Action)**

Kathleen reminds the Board that there was lengthy discussion at the last board meeting regarding this item. We just did not have the contract available at the last board meeting.

Kathleen motions that the contract be approved. Abraham seconds the motion. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

**5. Approval of Authorization for Delta Managed Solutions to Prepare and Submit Exchange Offer to RAN Investors (Discussion/Action)**

Rachele shares that she is in communications with Delta Managed Solutions regarding the RAN, interest only payment and the provision of aging reports and warrants. Elizabeth permits Cheryl Townsend to speak openly to the Board. Cheryl states that the attorney and she have been working with Delta Managed Solutions in this matter. She explains that the RAN needs to be reorganized with the new payment plan. She states that the Board has to provide formal permission to Delta Managed Solutions to do the work of the reorganization. Delta Managed Solutions will provide that restructured loan for formal board approval at a future board meeting.

Rachele motions to approve this item. Kathleen seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

**6. Report from SEP Board Employee Recruitment Committee (Discussion)**

Elizabeth calls Kathleen to share out her interview committee report. She reads her statement regarding the experience of interviewing for the position of Interim Program

SEP Board Meeting Minutes  
November 10<sup>th</sup>, 2015

Director. She expresses her overwhelming feeling that the candidate is highly qualified and experienced. He is the right person to get the work done.  
Alonzo asks if Mr. Rasheed has a comment. Mr. Rasheed says that it is a monumental task and collectively we can do this. Alonzo comments that we will need everyone, the Board, staff and families, to help and to make it happen.  
Kathleen shares her report regarding the interview for the Office Manager position. She shares that the candidate interviewed has experience with the student information system. Kathleen shares that Ms. Townsend-Crosby is highly qualified for the position.  
Rachele thanks the committee for their commitment to find qualified applicants and for doing their due diligence in finding leaders that can take the school forward.

**7. Approval of Employment Hire for the Position of Interim Programs Director (Discussion/Action)**

Rachele motions to approve the hiring of Mr. Lawrence Rasheed as the Interim Programs Director. Abraham seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 motion approved.

**8. Approval of Employment Hire for Office Manager Position (Discussion/Action)**

Rachele motions to approve the hiring of Vanessa Townsend-Crosby as the Office Manager. Amanda seconds the motion. Vote taken. Ayes: 7 Nays: 0 Abstentions: 0 Motion approved.

**IX Closed Session –**

- 1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case**  
Elizabeth states that the Board will not hold a closed session due to the unavailability of the attorney at this time.

**X Announcements**

**1. Board Announcements**

Rachele shares that she looks forward to working cohesively with the Board and staff and to work towards compliance in order to maintain a successful school.  
Kathleen wants to thank the hiring committee for their work.  
Elizabeth thanks the parents who keep coming to the Board meetings. The support is important.

**2. Next Board Meeting**

The next meeting will be Thursday, November 12<sup>th</sup> at 6:00pm.  
Location: Synergy School 355 E. Leland Rd, Pittsburg, Ca 94565

**XI Adjournment**

The meeting is adjourned at 7:03pm.

## **SEP High School Transition Plan**

### **Approved by the SEP Board of Directors 11/5/2015**

#### **Introduction**

In response to the 30 day notice that Encore Education Corporation (EEC) was terminating its operational Memorandum of Understanding with Synergy Education Project (SEP) in operating SEP High School, the SEP Board of Directors has drafted this Transition Plan to keep the school fully operational with the intent to minimize interruption to the education of its currently enrolled students. The board membership has worked diligently with the school's attorney, contracted financial management company, staff, parents, students and the community at large in its effort to gather truthful information and to draft a realistic plan that offers short and long term solutions.

#### **Implementation of SBE Approved Synergy School Charter Petition July 2015**

The changes made to the originally approved SEP charter petition on July 9<sup>th</sup>, 2015 provide for a quality academic program and a financially sustainable school able to pay its debts. Changes to the school's daily schedule, staffing structures and the shift to a blended performing arts and Project Based Learning program have made a positive and significant difference in the school's ability to serve its students academically and to meet its financial obligations. The SEP Board of Directors believes it is in the best interest of the students to continue moving forward with ECC's initial efforts as reflected in the revised petition. A revised budget scheduled for board approval on Thursday November 5<sup>th</sup>, 2015 is attached as part of this plan.

ECC's unexpected exit is unfortunate because it put at risk the transition to the terms of the newly revised charter petition adopted this past July. However, the SEP Board of Directors, after considerable work with staff and analysis of the available information, agree that they can direct the school in moving forward with a plan set forth in the revised petition. Furthermore, the Board is prepared to install a new Principal and instruct this person to move forth implementing the revised charter program and to work with the Board and the CDE staff in remediating any outstanding issues that need the school's attention. This Transition Plan addresses all Letters of Concern and requests for documents made by the CDE staff regarding items like the school's 15-16 LCAP and revisions to the school's charter petition as it was approved July 9<sup>th</sup>, 2015. See Transition Timeline section later in this document.

#### **Voluntary Closure**

In light of several determining factors regarding the school's ability to remain open, the Board acknowledges the school's current financial situation and the relationship between the school's debt and the current enrollment numbers that determine future ADA apportionments. We believe that we have a realistic and viable plan based on the current enrollment number of 175 students. Stability in this enrollment number is imperative. Should enrollment experience a significant decrease such that it can't meet its financial obligations, the Board will instruct the staff and all school management to begin voluntary closure proceedings such that the school would close at the end of its current semester.

## **Section 1: Plans for Immediate Operations Transition**

The items listed and described in this section are already in process in the Board's efforts to instruct staff for a smooth transition to the blended management approach described on page 1.

### **1.1 School Leadership, Use of Outside Consultants, Certificated and Classified Staffing**

The Synergy Education Project Board of Directors has established a Transition Team consisting of board members, school staff, parents and Delta Managed Solutions, the school's back office service provider in efforts to create a timely and realistic plan for transition management from EEC to a combined self-management and outside consultation model. In short, the school will immediately replace an EEC Dean of Students with an experienced Principal. The Principal shall hold an Administrative Services Credential and demonstrate an employment history of holding school leadership positions. A particular applicant was recruited and arrangements are being made by members of the SEP Board's Transition Team to conduct an interview and discuss possible employment. Installation of the school's new Principal would be dependent upon board approval. The school may need to seek the use of outside management consultants in order to address the CDE's concerns like the technical amendments to the petition and LCAP development. Any consultants hired will be approved by the SEP Board. The plan for all other staffing is consistent with the revised Charter and contained in the attached revised budget included on the Staffing and Payroll Details page.

### **1.2 Communication Regarding Transition to Parents, Students, Staff and Stakeholders**

Upon SEP Board approval of this Transition Plan, the Board will instruct staff to communicate the details regarding the transition of the school's management and daily operations of the school and all other information contained in this plan to all parents, students, staff and stakeholders.

### **1.3 Website**

The school's former website was disabled when EEC installed the SEP High School website, [www.sepschool.net](http://www.sepschool.net). The former website is currently in the process of being revised to display updated school information so that parents and students can have access to important information. The updated website, [www.synergycharter.org](http://www.synergycharter.org) will be made "live" no later than **November 15<sup>th</sup>, 2015**, sooner if possible.

### **1.4 Student Information System (SIS)**

A Student Information System will remain active at all times throughout the transition. ECC staff is currently using Aeries to manage all SEP students. The current staff has access to this account and is conducting all daily attendance, matters related to enrollment and other data entry as appropriate. Contract discussions are already underway to either retain Aeries or install a new Student Information System. The SEP Board may vote on the contract for the new SIS as early as **November 5<sup>th</sup>, 2015**.

## **Section 2: Timeline to Address CDE Requirements for Continued Operations**

It was recently brought to the attention of the SEP Board of Directors that a number of correspondences provided to ECC by the CDE staff have gone unaddressed. This section addresses issues contained in correspondences forwarded to the SEP Board by the CDE and ECC.

### **2.1 An SEP Board approved budget which reflects the following:**

- A narrative detailing a plan for a balanced budget
- A revised budget based on current enrollment numbers
- A 3 year projection demonstrating a balanced budget
- A plan for repayment of the school's outstanding RAN
- A SEP Board meeting agenda and minutes reflecting approval of the RAN Repayment Schedule and revised budget submitted to the CDE by **November 15<sup>th</sup>, 2015**

### **2.2 Governance**

- Provide proof by way of meeting minutes and board members biographies for no less than 7 active members by **November 16<sup>th</sup>, 2015**
- Revise and receive board approval for updated Bylaws consistent with the school's charter petition no later than **November 30<sup>th</sup>, 2015**

### **2.3 Discipline Policies and Procedures**

- The SEP Board will make every effort to ensure EEC reports to the CDE all information regarding expelled students and will work diligently to correct any issues of non-compliance with respect to providing due process rights to expelled students
- The SEP Board will revise all discipline policies as needed as well as make good on the technical amendments regarding discipline policies and procedures in the charter petition as instructed by the CDE staff by **November 30<sup>th</sup> 2015**

### **2.4 Technical Amendments to the Charter Petition**

- A complete revised SEP petition addressing all technical amendments required by the CDE will be provided to the CDE on or before **November 16<sup>th</sup>, 2015**

### **2.5 Prepare and Upload A-G Courses for 10<sup>th</sup> and 11<sup>th</sup> Grade**

- Preparation of course outlines to begin immediately
- Uploads to take place at the first opportunity

- Communicate with parents immediately regarding the status and transition plan for all A-G courses making sure to explain that all approved A-G courses are retroactive to the 2013-2014 school year as per the UC Reagent's regular process for new schools.

## **2.6 Update Current Enrollment Form and Enrollment Procedures**

- SEP Board will instruct the school's staff in charge of enrollment to provide legally compliant enrollment forms void of any exclusionary language.

## **2.7 Local Control Accountability Plan (LCAP)**

- Staff will submit a Board approved LCAP Annual Update for 2014-2015 as well as 2015-2018 LCAP by **November 30<sup>th</sup>, 2015**

## **2.8 Inform the El Dorado County Charter SELPA of Transition Plan**

- Provide a copy of this Transition Plan to the El Dorado County Charter SELPA
- Work directly with SELPA staff to ensure information regarding the school's status is communicated clearly with the new management staff
- Assure the SELPA that any corrective plans will be managed effectively by qualified staff

## **Section 3: Plan for Long Term Operations Beyond 1/2016**

If the enrollment and the school's budget remain stable the school will need to move forward with actions that safeguard the effectiveness of the program as well as allow for its continued operations.

### **3.1 Prepare and Execute Self-Study in Preparation for WASC Site Visit Spring 2017**

- Provide parents with a comprehensive explanation of the school's accreditation Candidacy Status with the Western Association of Schools and Colleges as well as the process by which Synergy School plans to become fully accredited.
- Staff will initiate the self-study process no later than **March 30<sup>th</sup>, 2016**

### **3.2 Prepare and Initiate Charter Petition Renewal**

- Staff will initiate needed revisions to the school's petition and prepare to submit to the Pittsburg Unified School District no later than **June 1<sup>st</sup>, 2016**

**Adopted by the Synergy Education Project Board of Directors on \_\_\_\_\_**

**Ayes: Sullivan, Brooking, Magana, Townsend, Rasheed, Terry, Ruehlig, Farrel-Paul**

**Nays: 0**

**Absentions: 0**

**AGREEMENT FOR**  
**CHARTER SCHOOL BUSINESS & ADMINISTRATIVE SERVICES**  
**DATED AS OF JULY 1, 2015**

**THIS IS AN AGREEMENT FOR SERVICES** between **SYNERGY EDUCATION PROJECT, INC.**, to which reference is made herein as the "School," and **DELTA MANAGED SOLUTIONS, INC.**, to which reference is made herein as "DMS," in connection with charter school business and administrative services to be provided by DMS to the School, as described in the Scope of Services attached hereto.

1. **Employment.** The School hereby employs DMS to perform, as requested by the School, services set forth in the Scope of Services, attached hereto.
2. **Representations of DMS.** DMS hereby represents the following:
  - A. DMS shall not receive a fee from any source other than the School for services connected with this Agreement, except as may be disclosed in writing and has no arrangement with respect thereto with any party other than the School.
  - B. DMS is an independent private business and is not acting in any other professional capacity than as represented in this Agreement and the Scope of Services attached hereto.
3. **Agreements of DMS.** DMS hereby agrees as follows:
  - A. DMS will provide, as requested by the School, the services set forth in the Scope of Services attached hereto.
  - B. In providing such services, DMS will make available the experience of its organization so as to represent the School effectively.
4. **Term of the Agreement.** The term of this Agreement shall be twenty-four (24) months, for the period beginning on July 1, 2015 and ending on June 30, 2017.
5. **Compensation - Monthly Fee.** For each month during the term of this Agreement, the School shall pay to DMS as compensation \$8,250/month. All monthly compensation is due and payable on the 1st of each month beginning July 1, 2015. DMS' monthly fee covers all services set forth in the Scope of Services attached hereto and includes all travel and other out-of-pocket costs. Additional services (including but not limited to loan structuring and placement services and special project grant writing other than standard state formula grants) are available at an additional cost and will be negotiated by separate agreement between DMS and the School prior to the incurrence of such additional services.
6. **Contract Renewal.** As agreed by DMS and the School, this Agreement shall be renewable for consecutive single or multiple fiscal year terms, each such term beginning at the end of the prior period's agreement. Pricing for future years will be negotiated at the time of renewal.
7. **Entire Agreement; Amendments.** All discussions, negotiations and prior agreements between the School and DMS are merged into this Agreement. This Agreement is the entire agreement between the parties respecting the subject matter hereof. This Agreement may be amended only in writing.

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This Agreement is renewable by Amendment, subject to all terms and conditions herein unless otherwise agreed by the parties.

8. **Assignment.** This Agreement may not be assigned by either party hereto without the written consent of the other party.
9. **Exclusivity.** During the term of this Agreement, the School shall not seek alternative services, as described in the Scope of Services hereto, without the prior written consent of DMS, which shall not be unreasonably withheld.
10. **Termination.** Either party hereto may terminate this Agreement for cause, determined as a material breach prohibiting the accomplishment of the parties' objectives upon entering into this Agreement, upon thirty (30) days written notice to the other party. Upon termination by either party, DMS shall be paid compensation as described under Paragraph 5, Compensation, above incurred through the date of termination.
11. **Information.**
  - A. **Ownership and Accuracy.** The School, its officials, staff, and board will be providing DMS various data, records, studies, computer print-outs and other information and representations as to the facts relating to the School and its operations. DMS will be using and relying upon such data, records, studies, computer print-outs and other information in the preparation of DMS' work products. All such data, records, studies, computer print-outs and other information, and compilations created therefrom, are considered as and shall remain the property of the School. DMS shall not be obligated to establish or verify the accuracy or completeness of the information furnished to DMS by the School, its officials, staff, or board, and DMS bears no liability in the event any such information is deemed to be false, misleading or inaccurate or otherwise violates any law, regulation or order. In the event of any such determination, the School shall defend, indemnify and hold DMS harmless from and against any claim, suit, proceeding or loss, damages, or liability of any kind related to the information provided by the School, its officials, staff, and board to DMS.
  - B. **Confidentiality.** The School and DMS agree that each will ensure no use, dissemination, or disclosure of any confidential information of the other party to any person, firm or business, except as necessary to perform obligations or exercise rights or privileges set forth in this Agreement and the Scope of Services, attached hereto, and then only as agreed by the parties. Each party agrees it will receive all confidential information in trust and confidence and it will treat all confidential information with the same degree of care as it accords to its own confidential information of like sensitivity, but in no event less than a reasonable level of care.
12. **Standards.** DMS shall perform its services pursuant hereto in accordance with competent professional standards. The liability of DMS to the School for any breach of those professional standards arising out of or related to this Agreement or the services performed hereunder shall not exceed the fees paid or payable under this Agreement.

13. **Severability.** If any provision of this Agreement is unenforceable or invalid under any applicable law or is so held by applicable court decision such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions.
14. **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter unless otherwise agreed by the parties in writing; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself unless otherwise agreed by the parties in writing.
15. **Counterparts; Facsimile.** This Agreement may be signed in counterparts and shall be effective against signatures by facsimile.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.
17. **Independent Contractor.** DMS' relationship to the School is that of an independent contractor.
18. **Government Code.** DMS and its representatives are not public officials or participating in governmental decisions, as those terms are used in Section 87100 of the California Government Code. No actions or opinions necessary for the performance of DMS' duties under this Agreement will cause DMS to be a public official or to be participating in governmental decisions, as those terms are used in Section 87100 of the California Government Code.

IN WITNESS WHEREOF, this Agreement has been executed and delivered for and in the names and on behalf of the School and DMS as of the date set forth above.

**SYNERGY EDUCATION PROJECT, INC.**

By: SYNERGY EDUCATION PROJECT  
Name: ELIZABETH BROOKING  
Title: V. President, Board

**DELTA MANAGED SOLUTIONS, INC.**

By: [Signature]  
Name: Kelly McDole  
Title: Chief Executive Officer

**SYNERGY EDUCATION PROJECT, INC. / DELTA MANAGED SOLUTIONS, INC.**  
**SCOPE OF SERVICES**

In performing under this Agreement, DMS shall perform services as described below:

**FISCAL SERVICES:**

- ❖ DMS shall provide and administer a comprehensive web-based accounting system, including all requisite fund accounting and general ledger and accounts payable/receivable modules. The system will be fully SACS-compliant and capable of producing standardized SACS reports for financial reporting to the School's sponsor(s) and other public agencies as required. The system will be accessible by authorized School staff, state and local entities for review and audit reconciliation. School shall be responsible for the cost, if any, of establishing any local internet connections to access the web-based accounting system from the school site.
- ❖ DMS shall provide ongoing regular reporting of fiscal status to the School's board and staff.
- ❖ DMS shall coordinate and assist with the School's budgeting process, including preparation of the original budget and first and second interim budget, revising and discussing with School staff and/or Finance Committee members (if applicable), providing professional advice on actual and projected line item revenues and expenditures, attending budget approval board meetings if needed, and preparation and filing of State-required budget forms as required.
- ❖ DMS shall provide advisory services in relation to the School's monthly cash flow needs, including computation of expected monthly revenues based on current and projected ADA (as provided by the School), coordination of expenditure timing to match revenue flow (see Scope of Services - Purchasing/Procurement below) and other services as required. DMS may, at its own discretion, advance funds to the School to cover short-term working capital needs. Generally, this would only be done to meet crucial payroll expenditures when the School will be receiving other revenues close in time. DMS shall be repaid from the first available funds received by the School after the advance, unless DMS consents, at its own discretion, to a later payment date. DMS consent to a later payment date shall not in any way excuse the School from full repayment of any advance. Any such advances shall not carry an interest rate or origination fees. DMS can coordinate longer term cash flow financing for the School as needed for an additional fee to be determined via separate agreement at such time.
- ❖ DMS shall assist the School in developing a satisfactory system of financial controls to ensure financial stability, including working with the School to develop a Fiscal Procedures & Policies Manual, if requested.
- ❖ DMS shall assist the School in establishing and maintaining an external bank account(s) outside of the County Treasury, and will administer and reconcile all banking transactions through this external bank account(s) and the School's County Treasury account(s). Accounts will be held in the School's name; DMS will hold no School bank account(s).
- ❖ DMS shall work directly with the School's chosen independent auditor regarding the School's annual audit to ensure all necessary financial information is provided in a full and timely manner. DMS shall not be involved in the attendance portion of the audit except to prepare reports using attendance data provided by the School (see Scope of Services - Compliance/Reporting below) and to provide copies of the School's P-1, P-2, and Annual ADA reports to the auditor as needed.
- ❖ DMS shall coordinate filing of periodic use tax reporting, 1099 reporting, and annual public school property tax exemption filings.

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**PAYROLL/RISK MANAGEMENT:**

- ❖ DMS shall provide the School with a comprehensive payroll system, including calculation and payment of all federal and state payroll tax liabilities, California State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) calculations and payments, and any other benefits calculations and payments directly related to payroll processing.
- ❖ DMS shall assist the School in obtaining any necessary accounts for payroll tax payment and reporting, and shall coordinate filing of federal and state payroll tax reporting and STRS/PERS reporting, which shall be filed pursuant to required procedures for such reports in the School's county(ies).
- ❖ DMS shall work with the School's bank to establish direct deposit of employee pay if the bank allows such electronic transactions.
- ❖ DMS shall provide advice at the School's request regarding employee hiring, leave, and termination practices as related to payroll services, including recommending federal and state employment documents, assisting the School in establishing a California Department of Justice account for LiveScan fingerprinting if not already established, and responding to basic credentialing questions, and shall advise the School to seek legal or other professional counsel regarding such matters when appropriate. These services do not include performing credential or human resources audits and do not include COBRA or 403(b) administration.
- ❖ DMS shall assist the School in researching and obtaining appropriate employee benefits and insurance packages, including coordinating between staff and insurance plan providers, and will assist in soliciting alternative providers for better rates and/or services at the School's request. DMS functions only as a facilitator on behalf of the School and is not an insurance provider or broker.
- ❖ DMS shall assist the School in researching and obtaining appropriate insurance policies for liability, property, workers' compensation, and other insurance necessary for operation of the School and shall assist in soliciting alternative providers for better rates and/or services at the School's request. DMS functions only as a facilitator on behalf of the School and is not an insurance provider or broker.

**PURCHASING/PROCUREMENT:**

- ❖ The School shall be responsible for initial creation and approvals of all purchase orders ("POs"), including inputting such orders into DMS' purchasing system, using limited access security measures allowing for these functions only. The School is solely responsible for ensuring that all items ordered are suitable for public educational purposes (e.g. non-religious materials). Once POs are approved by the School's authorized staff, the school will be responsible for submission of POs to the vendors. POs and direct bill invoices shall reflect DMS as the billing address and the School location (or staff member location as applicable) as the shipping/physical location address. Once the order is received by the School, School staff is responsible for marking items as received and updating PO information in DMS' purchasing system.
- ❖ DMS shall match all POs to invoices, prepare and submit all vendor payments, and integrate the accounts payable with Fiscal Services as described in this Scope of Services for payment timing optimization and coordination of purchasing activities to coincide with timing of revenue limit receipts. The School authorizes DMS to process invoices that exceed authorized PO's by 15% or less. For Invoices that exceed this variance percentage, DMS will notify the school that a PO amendment is required and the School shall modify the existing PO using the purchasing system.
- ❖ DMS shall scan all invoices and batch reports, and provide the School with password-protected access to these scanned documents, so that authorized School staff may review all current and prior invoices

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online (dating back to the first non-implementation month of DMS provided services under this Agreement).

- ❖ DMS shall prepare a routine AP Batch at least twice per month containing all currently payable invoices, and electronically provide a summary of that voucher to the School for review and approval. DMS staff shall review batch and ensure adequate cash is available for the payments. Once approved by DMS Finance, DMS shall print all checks (using a pre-set electronic signature image built into the blank check stock) and deliver all payments to vendors.
- ❖
- ❖ DMS shall integrate purchasing activities with the School's external banking account(s). Accounts will be held in the School's name; DMS will hold no School bank account(s), nor be a signatory on School account(s).
- ❖ DMS shall assist the school in developing and approving a fixed asset capitalization policy, clarifying what items constitute fixed assets for accounting purposes. The School shall implement and maintain an updated inventory of fixed and non-capitalized assets based on the approved policy, and shall provide appropriate reporting to DMS of such inventory in order to coordinate with Fiscal Services as described in this Scope of Services. DMS shall be responsible for maintaining the fixed asset register in DMS' accounting system, computing depreciation and average life, and coordinating such fixed asset register with auditors during the School's annual audit.
- ❖ DMS shall assist in coordinating any competitive bidding activities, when applicable.

**COMPLIANCE/REPORTING:**

- ❖ DMS shall assist the School in preparing and submitting all required attendance reports, including but not limited to 20-day, P-1, P-2, and Annual ADA reports, from raw attendance data provided by the School. DMS shall have no responsibility for verifying the accuracy of raw attendance data as provided.
- ❖ DMS shall assist the School as needed with submitting the Consolidated Application and Reporting System (CARS), K-3 Class Size Reduction reporting if applicable, federal Cash Management quarterly reporting, free/reduced lunch eligibility and poverty level tracking, SB740 funding determination forms, special education maintenance of effort (MOE) reporting, Quarterly Benchmark Reporting under the Public Charter Schools Grant Program, and related compliance and budget reporting. School shall be responsible for forwarding any requests for information or submittals received from CDE, or other related agencies, to DMS' offices immediately upon receipt.
- ❖ DMS is not responsible for preparation or submittal of federal and state income tax forms relating to the School's tax-exempt status, including but not limited to IRS Form 1023, IRS Form 990, FTB Form 3500, and FTB Form 199. These forms are generally handled by the School's attorney or independent auditor, respectively. DMS shall timely provide all financial information requested by the School, attorney, or independent auditor to timely complete these filings.

DMS and the School shall be jointly responsible for training of the School, its officials, and staff regarding the use of any software or ministerial coordination required between DMS and the School. The School, its officials, staff, and parents agree to comply with and adhere to any licensing requirements of any and all software acquired and implemented by DMS according to all terms and conditions of use for such software.



Access Agreement 2015-2016

School Pathways, LLC (Provider) hereby grants access to the following computer software products to Synergy Education Project (Recipient) under the terms and conditions specified herein. In consideration for such access, Recipient agrees to pay the fees specified below and to comply with such terms and conditions. (A description of the computer software products may be found in the attached Description of Products.)

Products	Training	Auto Renew	Fees
PLSIS	10 hours	Yes	One-Time Setup Fee (Discounted): \$1,750  Annual Fee: * 0-50 students: \$2,500 51-499 students: \$3,500 500-999 students: \$5,000  * Annual fee to be billed in monthly installments, as specified in the terms and conditions

This Access Agreement shall be effective from July 1, 2015, or the last date signed by the parties below, whichever is later (the Effective Date), through June 30, 2016. If "Auto Renew" is marked "yes" above, the Access Agreement shall automatically be renewed for successive periods of twelve (12) months, from July 1 through the following June 30, unless either party notifies the other in writing prior to the end of a given term of its desire not to renew.

As part of the Access Agreement, and at no additional cost, Recipient shall be entitled to training in the use of the selected products for up to the amounts of time specified above.

This Access Agreement is subject to all the terms and conditions specified in the School Pathways SaaS Terms and Conditions, a copy of which is attached hereto and incorporated herein as part of this Access Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Access Agreement on the dates indicated below.

Synergy Education Project  
 By: Rachelle Sullivan  
 Title: President BOD  
 Date: 11/12/15

School Pathways, LLC  
 By: [Signature]  
 Title: Member  
 Date: 11/13/2015

### School Pathways SaaS Terms and Conditions

1. The following provisions shall apply to the access agreement to which these terms and conditions are attached and incorporated (the Access Agreement) unless otherwise provided in the Access Agreement or any attached addenda. In the event of a conflict between these terms and conditions, the Access Agreement and any attached addenda, the order of priority shall be the Access Agreement, the addenda, and the terms and conditions.

2. Recipient is being granted access to the computer software products indicated in the Access Agreement (the Software Products) either for its own benefit or for the benefit of School or Schools. As used hereafter, the term Recipient shall refer to both Recipient and, where applicable, either School or Schools. Recipient is being granted access to the Software Products under this Access Agreement solely for use in its K through 12 education program, and such access is so limited. Any use of the Software Products beyond this limit is strictly prohibited.

#### Payment Terms:

3. In the event the Access Agreement includes the PLSIS product, and this is Recipient's first such access, Recipient shall be charged a setup and training fee. The setup and training fee is intended to defray the cost to Provider of initial training of ten (10) hours on the use of PLSIS and related products and importing Recipient's student information into PLSIS. The setup and training fee shall be equal to the annual fee for PLSIS based on Recipient's enrolled student count at the time the setup work is completed. Payment of that fee shall be due within thirty (30) days of completion of the setup work. Because schools maintain student information in different formats, it is impossible to anticipate the amount of setup work that will be required. Therefore, the setup and training fee is premised on the student information being in a reasonably usable format. In the event Recipient's student information is not in a reasonably usable format, additional setup fees may be required. In such event, the amount of additional fees shall be agreed upon by the parties before any setup work is completed. If the parties are not able to agree, the Access Agreement may be terminated immediately by either party.

4. The annual fee for PLSIS may be charged in one, two or monthly installments, as agreed by the parties. If the parties choose one installment, the entire fee for the school year (July 1 through June 30) shall be the annual fee indicated in the Access Agreement for Recipient's enrolled student count on September 15 of the school year or the Effective Date, whichever is later (the First Installment Date), and shall be due and payable thirty (30) days after the First Installment Date. If the parties instead choose two installments, the first installment shall be equal to one-half of the indicated annual fee for Recipient's enrolled student count on the First Installment Date and shall be due and payable within thirty (30) days of that date. The second installment shall be equal to one-half of the annual fee for Recipient's enrolled student count on the following March 15 (the Second Installment Date) and shall be due and payable within thirty (30) days of that date. Finally, if the parties choose monthly installments, payments shall be due on the last day of each calendar month falling between the Effective Date and June 30, 2016, with each installment equal to the amount indicated in the Access Agreement for Recipient's enrolled student count on the last day of the month in question divided by the total number of such months in the term. In the event the Access Agreement is renewed for additional terms, the original payment scheme shall continue. However, the Effective Date for a term shall be July 1, the First Installment Date for that term shall be September 15, and monthly installments shall run from July 1 through June 30.

5. The annual fee for PLSIS Oversight may be charged in one, two or monthly installments, as described above. However, for PLSIS Oversight, the applicable student count shall be the combined enrolled student counts of all the schools to be overseen.

6. For all other products covered by this Access Agreement for which an annual fee is charged, that fee shall be due and payable within thirty (30) days of the First Installment Date described above. In the event the Access Agreement is renewed for additional terms, the annual fee for each such term shall be due and payable within thirty (30) days of September 15 of that term. If a setup fee is included, that fee shall be due and payable within thirty (30) days of completion of the setup work.

7. For all products covered by this Access Agreement for which a monthly use fee is charged, that fee shall be imposed at the end of the month for which it applies and shall be based on the applicable student count during that month. Any such fee is due and payable within thirty (30) days of the end of the month for which it applies.

8. For PLS, the monthly fee shall be the greater of \$150 or an amount computed by multiplying the number of Recipient's students who were enrolled in that product at any time during the month by the applicable per-student rate specified in the Access Agreement. Notwithstanding the fact most schools follow a traditional schedule, with no or few students during the summer months, the monthly fees imposed for PLS are based on a 12-month calendar in order to spread payments throughout the year. Hence, even though a given recipient may make limited use of those software products during the months of July and August, the recipient will be charged fees for those months commensurate with the average usage during the rest of the year. Except for the first school year during which the recipient uses PLS, the fees charged for July and August shall be equal to the fee charged for the preceding June. In the event the fee charged for the preceding June was materially lower than the average fee charged for the rest of the preceding term (more than 10% lower), Provider reserves the right to charge an amount for July and August equal to the average monthly fee charged for the rest of the preceding term. For the first school year during which the recipient uses PLS, the fees charged for July and August, shall be the average monthly fee charged for September 1 through June 30 of that initial term. Because this average cannot be determined until the end of the school year, Recipient shall be charged an initial fee of \$150 for those months. At the end of the school year, Recipient shall be charged the difference between the average fee and this minimum fee for those two months.

9. For any partial month during which the Access Agreement is in effect, either at the beginning of the term or in the event of early termination as specified below, Recipient shall be charged a proportion of any applicable monthly fee based on the number of days of the month the agreement was in effect.

10. In the event the Access Agreement includes the K12 Bridge, the Edgenuity Bridge, or the Plato Bridge, Recipient shall be entitled to use such product on a once-daily basis to import data to PLSIS from K12, Edgenuity, or Plato, respectively. For use of any of the foregoing bridges, Recipient shall be charged a monthly fee calculated by multiplying the fee specified in the Access Agreement by the total number of students enrolled with Recipient at any time during the month.

11. In the event the Access Agreement includes SPArchiving, Recipient shall be permitted to use SPArchiving for some or all of its enrolled students and to maintain Pupil-Generated Content (as defined below) of a given pupil in SPArchiving for up to three (3) years after the end of the school year during which the Pupil-Generated Content was archived. In consideration for the use of SPArchiving, Recipient shall pay Provider a monthly usage and

storage fee calculated by multiplying the number of Recipient's currently enrolled students with archived documents by the per-student fee specified in the Access Agreement.

12. In the event the Access Agreement includes RODBCA, Recipient shall pay Provider a one-time setup fee of \$1,000 plus a monthly fee of \$100. In addition to the foregoing fees, Recipient may be subject to additional charges for any query submitted by Recipient on its PLSIS database that has such an adverse impact on any server of the PLSIS system that such server must be restarted (erroneous query charge). This erroneous query charge shall be at the discretion of Provider but shall not exceed \$250 for any one erroneous query.

13. In the event the Access Agreement includes a license for RegOnline, Recipient shall be charged the fee indicated in the Access Agreement for each student who enrolls with Recipient using that product during a given school year (July 1 through June 30). Any student who enrolls with Recipient using RegOnline more than once during a given school year shall be treated as having enrolled only once for purposes of the applicable fee. Recipient shall be billed monthly based on the number of students who, for the first time in the school year, enroll with Recipient using RegOnline during the month.

14. In the event the Access Agreement includes Agilix BrainHoney, BrainHoney Connect, Agilix BUZZ, or BUZZ Connect, Recipient shall be charged monthly fees calculated by multiplying the number of Recipient's students who were enrolled in one or more Agilix BrainHoney or Agilix BUZZ courses at any time during the month by the applicable per-student rate. For Agilix BrainHoney and Agilix BUZZ, the indicated fee is merely collected by Provider and passed on to Agilix Labs, Inc.

15. All fees required by the Access Agreement that are not paid by Recipient within the time specified may be assessed interest, at the sole discretion of Provider, at the rate of twelve (12) percent per year from the date payment was due. If any required fees are not paid by Recipient within sixty (60) days of when they were due, this alone shall constitute a material breach of the Access Agreement and shall entitle Provider to terminate the Access Agreement and seek all fees and other damages as permitted by law.

16. The Access Agreement is for a term of up to twelve (12) months and may include automatic renewal for additional terms of twelve (12) months. However, either party may terminate the Access Agreement, or terminate access to a particular product covered by it, at any time and for any or no reason by giving the other party thirty (30) days written notice. In the event of such early termination, Provider shall be entitled to keep any applicable setup and training fees earned. In addition, any applicable annual fee shall be prorated according to the number of months (including partial months) during which the Access Agreement was in force (including the 30-day notice period) and shall be due and payable immediately (or Recipient shall be entitled to immediate reimbursement of any overpayment).

**School Pathways Proprietary Information:**

17. Provider represents that it is the sole owner of the various software products that are the subject of the Access Agreement (the Software Products) and has full right and authority to grant access to them to Recipient.

18. The Software Products are proprietary to Provider and, notwithstanding the Access Agreement, all rights to the Software Products remains with Provider. All common law and statutory rights in the Software Products and any updates thereof, including without limitation trade secrets, copyrights, patents, trademarks, trade names or service marks,

shall remain the property of Provider. Neither Recipient nor any other party shall obtain any right, title or interest in the Software Products by virtue of the Access Agreement.

19. Recipient acknowledges that Provider has expended significant time and effort in creating the Software Products. Recipient further acknowledges that the unauthorized copying or use of the Software Products could be detrimental to Provider. Recipient agrees not to copy any of the computer software or other materials comprising the Software Products that are made available to Recipient in connection with the Access Agreement without the express written consent of Provider. Recipient shall use reasonable efforts to prevent its employees or other authorized users of the Software Products from copying or recreating the proprietary materials provided by Provider without Provider's consent.

20. Except as expressly authorized by the Access Agreement or as reasonably necessary for the ordinary use of the Software Products by Recipient, Recipient's employees or other parties affiliated with Recipient, Recipient may not (a) incorporate or permit incorporation of any part of the Software Products into any other computer software or hardware product; (b) disassemble, decompile or otherwise reverse engineer the Software Products, or any part thereof, or related source code; or (c) use, copy, modify, sell, assign, convey, or transfer any of the Software Products, or otherwise permit any third party to do any of the foregoing.

21. Recipient shall allow access to the Software Products only to its employees and others as reasonably necessary in order for the Software Products to be used for their intended purposes by Recipient, Recipient's employees and any others affiliated with Recipient, including, in the case of a district, the District Schools. Recipient shall use reasonable efforts to safeguard the Software Products from disclosure to or use by any others and shall be responsible for any misuse of Provider's proprietary materials by any of its employees or affiliated parties.

**Training and Support:**

22. During the term of the Access Agreement, Provider shall provide Recipient up to a maximum number of hours of training as specified in the Access Agreement. Such training shall be by remote desktop, at Recipient's site, or at some other location, at the sole discretion of Provider. The dates and times of such training shall be by mutual agreement of the parties. In the event the Access Agreement provides for automatic renewal and the parties agree to extend it for additional school years, Provider shall provide additional training for each such year up to the amounts indicated in the agreement. However, if the Access Agreement includes PLSIS and calls for ten (10) hours of initial training, any training for subsequent school years shall be limited to four (4) hours. Recipient may request additional training for any or all products included in the Access Agreement. However, such additional training shall be subject to a fee of \$100 per hour per trainer, at the discretion of Provider. In the event the additional training is at Recipient's site or some other location, rather than by remote desktop or at Provider's offices, the hourly fee shall apply to reasonable travel time to and from the location, and Recipient shall be responsible for the trainers' reasonable travel expenses to and from the site.

23. While the Access Agreement is in effect, Provider shall provide all technical support necessary to correct any errors or omissions discovered in any of the Software Products. Provider shall also provide telephone and email advice, during the hours of 8:30 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding regular holidays, as necessary to facilitate Recipient's effective use of the Software Products. However, such advice shall

be available only to those employees or affiliated parties of Recipient who have participated in training on the use of the particular Software Product at issue.

24. From time to time, Recipient may find it necessary or desirable to seek the advice of Provider on how best to utilize the Software Products in complying with state reporting requirements or on how otherwise to meet the demands placed upon it by the state. Provider is not obligated by the Access Agreement to provide such advice. Nevertheless, in the event Provider chooses, in its sole discretion, to provide such advice at the request of Recipient, Provider does not warrant that the advice will be totally and completely accurate. Recipient agrees that Provider shall not be liable for any loss or other damage suffered by Recipient or any others as a result of the advice given.

25. From time to time, Recipient may request changes or modifications to Provider's software products that add, change or remove specific features. Recipient may also find that it has erroneously used Provider's software products in a way that requires intervention by Provider to correct Recipient's error. If Provider agrees to make the requested modification or correction, a Statement of Work (SOW) shall be prepared and signed by the parties specifying the nature of the modification or correction and the estimated programmer time required to complete the task. Unless otherwise specified in the SOW, employee time shall be billed to Recipient at a rate of \$150 per hour for computer programmers and \$100 per hour for all other staff. Also, unless otherwise specified in the SOW, Provider shall not be bound by the estimate of staff time indicated and Recipient shall be obligated to pay for any additional time required to complete the task.

26. Upgrades and corrections are being made to the Software Products on a continual basis by Provider. Recipient shall be given access to such product upgrades and corrections as they become available.

**Representations and Warranties:**

27. Provider warrants that the Software Products do not infringe on any copyright, trademark, patent or other proprietary rights of any third party. Provider agrees to indemnify Recipient and hold Recipient harmless from any and all liabilities, losses and expenses associated with any claim or action by any third party asserting that any of the Software Products violates any proprietary rights, provided Recipient gives Provider prompt notice of such claim and permits Provider to defend the claim.

28. Each party warrants that it is authorized to enter into the Access Agreement and that its performance thereof will not conflict with any other agreement.

29. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES PROVIDED BY PROVIDER. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE PRODUCTS. PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT OR DEFICIENCY IN THE SOFTWARE PRODUCTS, OR ANY MODIFICATION OR UPGRADE THEREOF, EXCEPT AS SPECIFIED HEREIN.

30. Except for the warranties contained in paragraph 27 above, Provider's liability for any breach of or failure to perform the Access Agreement shall be limited to the amount of fees paid by Recipient during the term of the Access Agreement in which such breach occurred. In no event shall Provider be liable for any damages or costs, including without

limitation consequential damages, incurred as a result of loss of time, data, revenue or the use of computer hardware, software, or data beyond the amount of fees paid by Recipient during the given term.

**Breach:**

31. In the event of any material breach of the Access Agreement by either party, the other party shall have the option to terminate the Access Agreement immediately, by giving written notice to the breaching party, or to continue the Access Agreement in full force and effect. Such failure to declare a breach shall not be considered a waiver of the breach or any future breach. Under either option, the non-breaching party shall be entitled to all relief provided by law, including without limitation monetary damages, subject to the limitations specified herein.

32. Neither party has been informed of any special damages that may be incurred by the other party in the event of a breach of the Access Agreement.

33. In the event of a breach by either party, the other party shall use reasonable efforts to mitigate its damages. However, such efforts shall not limit or modify the rights of the non-breaching party under the Access Agreement.

34. Upon completion of the term of the Access Agreement, where the parties have not renewed for an additional term, or upon early termination, either voluntarily or due to breach, Recipient shall have no further right to use any of the Software Products.

**Recipient Records:**

35. Pursuant to the Children's Online Privacy and Protection Act, California AB 1584 (COPPA), any information directly related to a pupil or acquired directly from a pupil through the use of instructional software or applications assigned to the pupil by a teacher or other school employee that is disclosed to Provider pursuant to this Access Agreement for the purpose of fulfilling Provider's obligations under this Access Agreement (Pupil Records) shall be the sole property of and under the control of Recipient, subject to the right of Provider to have access to such Pupil Records for the purpose of providing technical support to Recipient in connection with the Access Agreement. Provider agrees to maintain the confidentiality of such Pupil Records and not to use such Pupil Records for any purpose other than those required or permitted by this Access Agreement and specifically not to use personally identifiable information in Pupil Records to engage in targeted advertising. Provider shall immediately notify Recipient of any unauthorized disclosure of Pupil Records in order to permit Recipient a sufficient opportunity to notify the affected parents, guardians, or Eligible Pupils (as defined below).

36. Provider shall retain Pupil Records in its software databases for so long as the Access Agreement, including renewals thereof, or a successor access agreement between the parties, remains in effect. Following termination of the Access Agreement (as specified in paragraph 34 above), Recipient shall have sole rights to the Pupil Records, extracts of which shall be provided to Recipient in a reasonably usable format. However, in order to assist Recipient in retrieving Pupil Records as may be requested from time to time thereafter, Provider shall retain those Pupil Records in its databases in an encrypted form (with Recipient being given exclusive control of the encryption key) until directed by Recipient to do otherwise.

37. In addition to Provider's other obligations and restrictions herein, pursuant to the federal Family Educational Rights Privacy Act, 20 U.S.C. 1232g et seq. (FERPA), any Pupil Records disclosed to Provider pursuant to the Access Agreement shall be used solely for the stated purposes of the disclosure to fulfill obligations under the Access Agreement and shall not be re-disclosed to any other party without the prior written consent of the student's parent or guardian (or of the student if he or she is age 18 or older (eligible pupil)), except where such re-disclosure is to a third party with whom Recipient has entered into an agreement permitting such re-disclosure and such re-disclosure is provided for in the Access Agreement. Provider shall (i) maintain effective information security policies and procedures to protect against the unauthorized access, disclosure or use of Pupil Records; (ii) authorize only those staff members who are directly involved in the performance of the Access Agreement to have access to the Pupil Records and solely on a "need to know" basis; and (iii) alert Recipient immediately of any breach in its security policies and procedures and allow Recipient to investigate its procedures in the event of any such breach.

38. In addition to Provider's other obligations and restrictions herein, pursuant to COPPA, all materials created by a pupil, including essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content (Pupil-Generated Content), shall be accessible by Recipient upon request by a pupil for transfer to a personal account of the pupil to be established by Recipient. Any parent, legal guardian or Eligible Pupil authorized by Recipient to view and correct a particular pupil's records shall have access to personally identifiable information in those records maintained by Provider pursuant to the Access Agreement by way of the Portal portion of PLSIS.

39. In order to maintain the security and confidentiality of Pupil Records, pursuant to COPPA, Provider shall require all employees to sign privacy guidelines that restrict the use and disclosure of Pupil Records to purposes consistent with this Access Agreement. In addition, Provider shall require password-protected access to Pupil Records in its databases, permit Recipient to use encrypted passwords, utilize firewall protection against unauthorized access, and conduct real-time monitoring of system performance, behavior and load to detect unauthorized access. Provider shall designate and train one or more employees to monitor each of the foregoing.

40. As described above, if the Access Agreement includes SPArchiving, Provider shall maintain Pupil-Generated Content of Recipient for up to three (3) years after the end of the school year during which those records were archived, as required by California Code of Regulations, Title 5, Section 16026. At the completion of this period, such Pupil-Generated Content shall be returned to Recipient and deleted from Provider's databases.

41. Consistent with the foregoing provisions and with COPPA, Provider certifies that no Pupil Records or Pupil-Generated Content will be retained by Provider beyond the periods provided in this Access Agreement.

**General Terms:**

42. Except as specified below, neither party to the Access Agreement may assign any of its rights or delegate any of its duties under the Access Agreement without the prior written consent of the other party, which consent may not be withheld unreasonably. Any attempted assignment or delegation without the prior written consent of the other party shall be

voidable at the option of the other party and shall entitle that party to terminate the Access Agreement.

43. Any amendment or modification of the Access Agreement must be in writing signed by the authorized representatives of all the parties.

44. If any court or arbitrator of competent jurisdiction holds any provision of the Access Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

45. Time is of the essence in respect to all provisions of the Access Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period allowed in the Access Agreement.

46. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the Access Agreement shall be effective unless it is in writing and signed by the waiving party. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

47. The Access Agreement has been executed within the State of California, and all rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Venue for any legal action to enforce the terms of the Access Agreement shall be in the state and federal courts of California.

48. In the event of a legal action, either in a court of law or by arbitration, for the enforcement of the provisions of the Access Agreement, the prevailing party shall be entitled to its costs of suit or arbitration, including reasonable attorney fees.

49. The Access Agreement, including all exhibits and attachments thereto, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties and supersedes all prior or contemporaneous understandings or agreements between the parties. Neither party has been induced to enter into the Access Agreement by, nor is any party relying on, any representation or warranty other than those expressly set forth in the Access Agreement.

50. The rights, duties and obligations of the parties and the provisions of the Access Agreement which by their nature are intended to survive the termination or expiration of the Access Agreement shall survive and continue as valid and enforceable rights, duties and obligations.

51. The terms and conditions of the Access Agreement shall inure to the benefit of and be binding on the parties hereto and their heirs, representatives, successors and assigns.

Initials:

RS

URS

**Synergy Education Project  
Special Meeting of the Board of Directors  
Tuesday November 24<sup>th</sup>, 2015 6:00pm  
355 E. Leland Rd, Pittsburg, CA**

*\*Synergy Education Project encourages members of the public to exercise their right to address the Board. Any members of the public wishing to do so can fill out a Request for Public Comment Card and return it to the Board Secretary.*

*\*\*Synergy Education Project Board of Directors will provide reasonable accommodations for persons with disabilities who wish to attend board meetings. If you need assistance with accommodations please submit a request to the school by calling 925 252-1900 in advance of each meeting you wish to attend.*

- I Call to Order
- II Roll Call
- III Approval of the Agenda
- IV Approval of Meeting Minutes
  - 1. November 5<sup>th</sup>, 2015 Special Meeting
  - 2. November 10<sup>th</sup>, 2015 Special Meeting
  - 3. November 12<sup>th</sup>, 2015 Special Meeting
- V Public Comment for Items Not on the Agenda
- VI Public Comments for Items on the Agenda
- VII Announcements and Correspondence
- VIII Administrative Order of Business
  - 1. Interview and Appointment of Synergy Education Project Board Members (Discussion/Action)
  - 2. Approval of the Job Description for Programs Director (Discussion/Action)
  - 3. Approval of the 2015-2016 Local Control Accountability Plan (Discussion/Action)
  - 4. Approval of the Revised Charter Petition Including the Required Technical Amendments (Discussion/Action)
  - 5. Approval of the SEP High School Student/Parent Manual (Discussion/Action)
  - 6. Approval of the Revised Synergy Education Project Bylaws (Discussion/Action)
  - 7. Approval of Contract for Special Education Services with Growing Healthy Children (Discussion/Action)
  - 8. Approval of NPA Contract with WordPlay Speech Therapy Services (Discussion/Action)
- IX Closed Session –
  - 1. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
- X Announcements
  - 1. Board Announcements
  - 2. Next Board Meeting – To Be Determined  
Location: Synergy School 355 E. Leland Rd, Pittsburg, Ca 94565
- XI Adjournment