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For more information regarding the content of this material, please contact the Charter Schools Division by phone at 916-322-6029 or by e-mail at charters@cde.ca.gov.

TAB 3A:

LACBOE Non-Action on ECA Petition (LACOE Letter and Board Minutes)



Los Angeles County Office of Education

Serving Students • Supporting Communities • Leading Educators

December 21, 2018

Debra Duardo, M.S.W., Ed.D.
Superintendent

*Via First Class Mail & E-mail to:
eaglecollegiate@gmail.com*

Los Angeles County
Board of Education

Dr. Donald Rimac, Lead Petitioner
Dr. Ogo Okoye-Johnson, Lead Contact
Eagle Collegiate Academy
P. O. Box 803234
Santa Clarita, CA 91380

Thomas A. Saenz
President

James Cross
Vice President

Dear Dr. Rimac and Dr. Okoye-Johnson:

Candace Bond McKeever

Confirmation of County Board Action on the Eagle Collegiate Academy Charter School
Petition

Douglas R. Boyd

Alex Johnson

This letter serves to confirm the decision of the Los Angeles County Board of Education
(County Board) in the matter of the petition for the Eagle Collegiate Academy.

Gregory McGinity

Monte E. Perez

At its regular meeting held Tuesday, December 18, 2018, the County Board took action
not to consider the appeal and allow the charter school to appeal to the State Board of
Education. This action constitutes the final order in this matter by the County Board.
Attached is a copy of the action that was approved by the County Board

Should you have any questions, please do not hesitate to contact the Charter School Office
at (562) 922-8806.

Sincerely,

A handwritten signature in black ink, appearing to read "Indra Ciccarelli".

Indra Ciccarelli
Director II
Charter School Office
Division of Accountability, Support and Monitoring

IC:ls
Attachment

c: Lisa Constancio, Director, Charter Schools Division, CDE
Carrie Lopes, Education Administrator, Charter Schools Division, CDE
Lawrence King, Superintendent, Acton-Agua Dulce USD
Amanda Fischer, Director of Charter Schools, Acton-Agua Dulce USD
Debra Duardo, M.S.W., Ed.D., Superintendent, LACOE
Arturo Valdez, Chief Academic Officer, Educational Services, LACOE
Dina L. Wilson, Director III, Division of Accountability, Support & Monitoring,
LACOE

APPROVED
LOS ANGELES COUNTY
BOARD OF EDUCATION

DEC 18 2018

Board Meeting – December 18, 2018

By: DD:m
Ex Officio Secretary

Item VII. Recommendations

- C. Approve the Superintendent's Recommendation to Apply Section 11967 of the California Code of Regulations to *Eagle Collegiate Academy, Grades PK-12*: Appeal of a Petition to Establish a Charter Previously Denied by Acton-Agua Dulce Unified School District Board of Education.

California Code of Regulations, Title 5, Section 11967 states, "If within 60 days of a county board of education's receipt of a petition appealing the denial to establish a charter school, the county board of education does not grant or deny the petition for the establishment of a charter school, the charter school may submit the petition for the establishment of a charter school to the SBE [State Board of Education]."

The Superintendent recommends that the Los Angeles County Board of Education (County Board) exercise its option under the California Code of Regulations, Title 5, Section 11967, and take no action on the petition.

**APPROVED
NO. 16:2018-19**

**MINUTES
LOS ANGELES COUNTY BOARD OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890
Tuesday, December 18, 2018**

A meeting of the Los Angeles County Board of Education was held on Tuesday, December 18, 2018, in the Board Room in the Education Center at LACOE, 9300 Imperial Highway, Downey, CA 90242-2890.

PRESENT: Mr. Douglas R. Boyd, Ms. Candace Bond McKeever, Mr. James Cross, Dr. Monte Perez, Mr. Alex Johnson, Mr. Gregory McGinity, and Mr. Thomas A. Saenz

OTHERS PRESENT: Dr. Debra Duardo, Superintendent; Administrative Staff; and Ms. Beatrice Robles, Senior Executive Assistant, Office of the Superintendent

PRELIMINARY ACTIVITIES

CALL TO ORDER

Mr. Cross called the meeting to order at 2:10 p.m.

PLEDGE OF ALLEGIANCE

Mr. McGinity led the Pledge of Allegiance to the Flag.

ORDERING OF THE AGENDA

Dr. Duardo indicated that there was one correction for Item V-A: Staff Findings on the Renewal Petition for Valiente College Preparatory Charter School, Grades 4-8, Pursuant to Education Code Sections 47607 and 47605 – *Correction on page 10, table 3*

It was **MOVED** by Mr. Cross, **SECONDED** by Mr. Boyd, and **CARRIED** to approve the Board agenda with changes.

Yes vote: Mr. Boyd, Dr. Perez, Mr. Cross, Mr. Johnson, Mr. McGinity, Ms. Bond McKeever, and Mr. Saenz.

APPROVAL OF THE MINUTES -

- November 13, 2018 – *The minutes were approved as presented.*

It was **MOVED** by Mr. McGinity, **SECONDED** by Ms. Bond McKeever, and **CARRIED** to approve the minutes as presented.

Yes vote: Mr. Cross, Ms. Bond McKeever, Mr. McGinity and Mr. Saenz.

Abstained: Mr. Boyd, Dr. Perez, and Mr. Johnson.

Los Angeles County Board of Education
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- December 11, 2018 – *The minutes were approved as presented.*

It was **MOVED** by Mr. McGinity, **SECONDED** by Mr. Cross, and **CARRIED** to approve the minutes as presented.

Yes vote: *Mr. Boyd, Dr. Perez, Mr. Cross, Mr. Johnson, and Mr. McGinity*

Abstained: *Ms. Bond McKeever and Mr. Saenz.*

COMMUNICATIONS: BOARD / SUPERINTENDENT

Mr. Cross said he was at a Boys and Girls Club, Human IT which has a contract with City of Los Angeles. They receive old computers that they refurbish and give away to kids to use at home. 100 computers were given out yesterday. Mr. Cross suggested that LACOE partner with Human IT with our own obsolete computers that are taken to surplus.

Mr. Boyd wished everyone a Merry Christmas or whatever other holiday tradition that is celebrated. He said that this is a special time of the year for him and his wife and children and two billion other Christians around the world where we celebrate the birth of our Lord and Savior Jesus Christ who came to earth to live and die for us and for our sins, so whoever believes in him may have eternal life.

Mr. Boyd said he provided a small gift to all Board Members. Mr. Boyd said that he had another small gift for the Board. He said that he is a fan of the late Jonathan Gold, restaurant critic for the Los Angeles Times. He said that when you grow up in Pomona as Mr. Boyd did, you eat a lot of Mexican food. He said that everyone makes tamales this time of the year. He said that the best tamales are the ones you make at home. He said that commercial tamales are a lot harder to make properly. He said that the biggest issue is that commercial tamales have a lot more masa and it tastes like cardboard. He said that last week's section in the Times had an article about Me Gusta Gourmet Tamales in Pacoima, CA. He said that he drove out to Pacoima to try the tamales and they were fantastic. He said that they are half filled with Masa, but the consistency is fluffy, flavorful and good. He said that he bought all of the classics and brought them to the Board meeting to share with the Board.

Dr. Duardo said that on Monday, December 10, 2018, she filed a comment letter in opposition to the U.S. Department of Homeland Security's proposed regulations dictating how it conducts public charter determinations of immigrants seeking to adjust or change their immigration status. She said that the proposed regulatory changes would allow federal officials to consider the use of non-cash benefits, such as nutrition assistance, healthcare programs, and housing subsidies, in making public charge determinations. Dr. Duardo indicated that the final comment letter will be shared with LACOE's Congressional delegation.

Mr. Saenz thanked Dr. Duardo and LACOE for submitting the letter.

COMMUNICATIONS: PUBLIC (None)

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PRESENTATIONS

FRANK KWAN, DIRECTOR OF COMMUNICATIONS

Dr. Duardo and the County Board recognized Mr. Frank Kwan, who will retire as Director of Communications on January 31, 2019. Dr. Duardo thanked Mr. Kwan for his 25 years of service with LACOE and recognized him for his work and excellent leadership and longtime service at LACOE.

Mr. Saenz said that he has been on the Board for a long time and that he concluded that Mr. Kwan was the last cabinet member left, who was at LACOE when he first joined the Board in 2001. Mr. Saenz said that while serving on the Board, he observed Frank's many attributes, brought a tremendous set of skills, strategy and calm to Communications and at LACOE; And in those 17 years, there have been moments of crisis. He said that it was a boost to LACOE to have Frank Kwan at the helm who could handle those crisis communications with calm and demeanor that he brings to the Cabinet at each of the meetings. Mr. Saenz said he is very disappointed to see Frank leave, but he knows that he has earned his retirement and that he joins wholeheartedly in thanking him and congratulating him.

Dr. Duardo thanked Frank Kwan and said that he has been at LACOE since 1993. Dr. Duardo said that he also served as the Director of the LACSTA organization, L.A. County Academic Decathlon, and L.A. County Teachers of the Year. Dr. Duardo highlighted Mr. Kwan's lifetime achievements prior to coming to LACOE. Dr. Duardo thanked Mr. Kwan for his leadership and dedicated service to LACOE. She said that she is going to miss his advice, guidance and his calm.

Dr. Duardo and the County Board presented a gift to Mr. Kwan in recognition of his years of service with LACOE and wished him all the best in his retirement. A group photo was taken.

Mr. Kwan said that when he first came to LACOE from Channel 4, he thought the job would be boring. He said he could not have been more mistaken. He said it has been a fascinating time for him. He calculated he has attended about 1,000 Board meetings. He thanked the support staff brings to this organization. He also recognized the strong leadership at LACOE. He said that during these times, it is that type of strong leadership you need in this organization and he said that LACOE has this type of leadership among Cabinet members and Dr. Duardo, particularly, has brought forth her vision, sensitivity and compassion to LACOE which is something that was needed at LACOE. He also said that over the last few months, he has been working closely with Dr. Erika Torres and said he appreciated working with her. He said that he has had a wonderful time at LACOE and he takes life-long friendships he made while at LACOE. He said that it has been a pleasure and privilege to serve and he leaves LACOE with the greatest appreciation for LACOE, which is passionately dedicated to serving the children, families and students of Los Angeles County. He thanked the Board, Superintendent and staff.

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HEARINGS

INTELLECTUAL VIRTUES ACADEMY, GRADES 9-12: RENEWAL PETITION

Education Code section 47605(b) provides that within 30 days after receiving a charter petition, the County Board shall hold a public hearing for the purpose of determining the level of support for the charter petition by teachers, employees and parents of the proposed charter. Within 60 days, the County Board shall review the petition and information provided at the public hearing and either grant or deny the petition unless a 30-day extension is agreed to by the petitioner and the County Board.

Mr. James McGrath, Lead Petitioner, addressed the County Board in support of Intellectual Virtues Academy, Grades 9-12. Also speaking in support were Ms. Karen Brimm, student; Ms. Keslie Brimm, parent; Ms. Tricia Gumbs, student; Mr. Dustin Schmidt, teacher; and Mr. Armine Movsisyan, director of learning.

Dr. Duardo stepped away from the dais 2:56-3:02 p.m. Dr. Erika Torres, Deputy Superintendent, briefly sat in place of Dr. Duardo at the dais.

The County Board had a question regarding this item.

LOS ANGELES INTERNATIONAL CHARTER HIGH SCHOOL, GRADES 9-12: RENEWAL PETITION

Education Code section 47605(b) provides that within 30 days after receiving a charter petition, the County Board shall hold a public hearing for the purpose of determining the level of support for the charter petition by teachers, employees and parents of the proposed charter. Within 60 days, the County Board shall review the petition and information provided at the public hearing and either grant or deny the petition unless a 30-day extension is agreed to by the petitioner and the County Board.

Ms. Angelique Sims, Lead Petitioner, addressed the County Board in support of Los Angeles International Charter High School, Grades 9-12. Also speaking in support were Ms. Darlene Hernandez, College & Career Counselor/Testing Coordinator; Mr. Damion A. Moreno, teacher; Ms. Cindy Opsahl, teacher; Ms. Clarissa Arriola, student; Mr. Jose Juarez, student; Ms. Valerie Rodriguez, student; Mr. Luis Vega, student; Ms. Tashina Medina, teacher; Mr. Jose Montoya, Board Member; and Ms. Claudia Perez, Board President.

REQUEST FOR A MATERIAL REVISION TO THE CHARTER OF VALIENTE COLLEGE PREPARATORY CHARTER SCHOOL, GRADES 4-8

Education Code section 47605 (b) provides that within 30 days after receiving a request for a material revision to the charter, the County Board shall hold a public hearing for the purpose of determining the level of support for the charter petition by teachers, employees and parents of the proposed charter. Within 60 days, the County Board shall review the proposed material revision to the charter and either grant or deny the revision, unless a 30-day extension is agreed to by the petitioner and the County Board.

Dr. Esther Perez, Lead Petitioner, addressed the County Board in support of Valiente College Preparatory Charter School, Grades 4-8.

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Mr. Boyd left the dais 3:30-3:36 p.m.
Dr. Perez left the dais 3:30 – 3:35 p.m.

The County Board had a recess from 3:36 – 3:42 p.m.

REPORTS / STUDY TOPICS

STAFF FINDINGS ON THE RENEWAL PETITION FOR VALIENTE COLLEGE PREPARATORY CHARTER SCHOOL, GRADES 4-8: PURSUANT TO EDUCATION CODE SECTIONS 47607 AND 47605

Mr. Arturo Valdez provided background information regarding the Valiente College Preparatory Charter School, Grades 4-8.

Mr. Indra Ciccarelli, Coordinator for the Charter Schools Office, provided the staff findings for Valiente College Preparatory Charter School.

Ms. April Mitchell, Financial Operations Consultant, provided a fiscal and operational review for Valiente College Preparatory Charter School.

There were no questions from the County Board regarding this item.

Mr. McGinity requested the standard Memorandum of Understanding used for charter schools.

RECOMMENDATIONS

ADOPT THE SUPERINTENDENT'S RECOMMENDATION TO AUTHORIZE THE RENEWAL PETITION FOR VALIENTE COLLEGE PREPARATORY CHARTER SCHOOL, GRADES 4-8: PURSUANT TO EDUCATION CODE SECTION 47607

The Superintendent recommended that the County Board take action to approve the renewal of Valiente College Preparatory Charter School, Grades 4-8 for a term of five years commencing July 1, 2019 and ending June 30, 2024, subject to meeting the conditions specified in the Recommendation by the specified dates.

It was **MOVED** by Mr. Boyd, **SECONDED** by Mr. Cross, and **CARRIED** to approve the recommendation to Authorize the renewal petition for Valiente College Preparatory Charter School.

Yes vote: Mr. Boyd, Dr. Perez, Mr. Cross, Mr. Johnson, Mr. McGinity, Ms. Bond McKeever, and Mr. Saenz.

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STAFF FINDINGS ON THE MATERIAL REVISION TO THE CHARTER OF VALIENTE COLLEGE PREPARATORY CHARTER SCHOOL, GRADES 4-8

Education Code section 47605(a)(4) provides that within 30 days after receiving a request for a material revision to the charter, the Los Angeles County Board of Education shall hold a public hearing on the proposed material revision to the charter. On October 26, 2018, Valiente College Preparatory Charter School submitted a request for a material revision for a change to the grade levels served by the school. Specifically, the material revision would reduce the grade levels served from grades 4-8 to grades 5-8. Within 60 days of the request, the County Board shall review the proposed material revision to the charter and either grant or deny the revision, unless a 30-day extension is agreed to by the charter and the County Board.

The following individuals addressed the County Board in support of the Material Revision to the Charter of Valiente College Preparatory: Dr. Esther Perez, lead petitioner; Ms. Victoria Barron, student; and Ms. Lizette Rojas, student.

There were no questions from the County Board regarding this item.

RECOMMENDATIONS

ADOPT THE SUPERINTENDENT'S RECOMMENDATION TO APPROVE THE MATERIAL REVISION TO THE CHARTER OF VALIENTE COLLEGE PREPARATORY CHARTER SCHOOL, GRADES 4-8

The Superintendent recommended that the County Board take action to accept the material revision to the charter of Valiente College Preparatory Charter School to reduce the grade levels served by the school from grades 4-8 to grades 5-8.

It was **MOVED** by Mr. Boyd, **SECONDED** by Dr. Perez, and **CARRIED** to approve the Material Revision to the Charter of Valiente College Preparatory Charter School, Grades 4-8.

Yes vote: Mr. Boyd, Dr. Perez, Mr. Cross, Mr. Johnson, Mr. McGinity, Ms. Bond McKeever, and Mr. Saenz.

REPORTS / STUDY TOPICS

REPORT ON THE APPLICATION OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 5 (5CCR), SECTION 11967 TO THE EAGLE COLLEGIATE ACADEMY, GRADES PK-12: APPEAL OF A PETITION TO ESTABLISH A CHARTER PREVIOUSLY DENIED BY ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Education Code 47605(j)(1) states, "If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education."

5 CCR section 11967 states, "If within 60 days of a county board of education's receipt of a petition appealing the denial to establish a charter school, the county board of education does not grant or deny the petition for the establishment of a charter school, the charter

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school may submit the petition for the establishment of a charter school to the SBE [State Board of Education].”

The Los Angeles County Office of Education (LACOE) received the appeal for Eagle Collegiate Academy (ECA) on November 13, 2018, after it was denied by the Acton-Agua Dulce Unified School District Board of Education on November 8, 2018.

Two (2) previous versions of the ECA petitions were presented to the Los Angeles County Board of Education (County Board) in December 2017 and July 2018. Both petitions failed to receive approval from the County Board.

Mr. Patrick Saldana, Deputy General Counsel, provided a report to the County Board.

The following individuals addressed the County Board in support of Eagle Collegiate Academy: Ms. Janelle Ruley, Attorney; Dr. Donald Rimac, President of Eagle Collegiate; Dr. Ayo Idowu, ECA; Mr. Chike Johnson, community member; and Dr. Ogo Okoye-Johnson, Board Secretary.

Mr. Lawrence M. King, Acton-Agua Dulce USD Superintendent, spoke in opposition of Eagle Collegiate Academy.

There were questions from the County Board regarding this item.

RECOMMENDATIONS

APPROVE THE SUPERINTENDENT'S RECOMMENDATION TO APPLY SECTION 11967 OF THE CALIFORNIA CODE OF REGULATIONS TO EAGLE COLLEGIATE ACADEMY, GRADES PK-12: APPEAL OF A PETITION TO ESTABLISH A CHARTER PREVIOUSLY DENIED BY ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

The Superintendent recommended that the County Board exercise its option under the California Code of Regulation, Title 5, Section 11967, and take no action on the petition.

It was **MOVED** by Mr. Boyd, **SECONDED** by Ms. Bond McKeever, and **CARRIED** to exercise its option under the California Code of Regulation, Title 5, Section 11967, and take no action on the petition.

Yes vote: Mr. Boyd, Dr. Perez, Mr. Cross, Mr. Johnson, Ms. Bond McKeever, and Mr. Saenz.

No vote: Mr. McGinity

REPORTS / STUDY TOPICS

OVERVIEW OF THE CENSUS 2020 COUNT ME IN! LOS ANGELES COUNTY CURRICULUM INITIATIVE

Dr. Michelle Herzog, Consultant for Educational Services, provided a report to the County Board regarding information on the 2020 Census Curriculum Project funded by the

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Governor's Office of Planning and Research in partnership with the Sacramento County Office of Education. The goal of the project is to create curriculum to educate students across California of the historical significance of the U.S. Census, realize the importance of a complete count in 2020, and explore strategies to promote a complete count in local school communities.

Mr. Saenz indicated that it is good to know that LACOE is involved with this project.

The County Board had questions regarding this item.

STATUS OF THE EARLY HEAD START DELEGATE AGENCY YOUTH POLICY INSTITUTE

Ms. Keesha Woods, Executive Director, Head Start and Early Learning Division, provided a report on the status of delegate agency Youth Policy Institute's (YPI) current operations and the Superintendent's decision not to include YPI in the next five-year Head Start project period starting July 1, 2019.

YPI is funded to serve 89 infants and toddlers in two licensed centers located in the Hollywood service area. The funding award includes both Early Head Start–Child Care Partnership (EHS-CCP) and state General Child Care and Development (CCTR) funds: EHS-CCP \$1,982,327 and CCTR \$909,512.

The County Board had questions regarding this item.

Speaking in support of Superintendent's decision not to include YPI in the next five-year Head Start Period starting July 1, 2019 was Ms. Cecilia J. Prudencio

Speaking in opposition to support the Superintendent's decision not to include YPI in the next five-year Head Start Period starting July 1, 2019 were: Dr. Jesse Noonan, CFO for YPI; Ms. Melissa Ramos, parent (used an interpreter); Ms. Cynthia Ortega, parent; Dr. Deidre Jones, Director of Early Childhood Education (shared materials with the County Board); Ms. Lilinana Gomez, parent; and Ms. Iris Zuniga, Vice President of YPI.

Dr. Perez left the dais 4:59-5:01 p.m.

Mr. Boyd left the Board meeting at 5:21 p.m.

INFORMATIONAL ITEMS

GOVERNMENTAL RELATIONS

Ms. Pam Gibbs provided a legislative update for the County Board.

LOS ANGELES COUNTY BOARD OF EDUCATION MEETING SCHEDULE, ESTABLISHMENT OF MEETING TIMES, FUTURE AGENDA ITEMS, FOLLOW-UP

Dr. Duardo reviewed the Board calendar for January 8, 2019 Board meeting.

Mr. McGinity indicated that he would like to receive an updated chart on the schools that are in the Differentiated Assistance list.

Los Angeles County Board of Education
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**LOS ANGELES COUNTY BOARD OF EDUCATION'S DECISION
ON AN INTERDISTRICT ATTENDANCE APPEAL**

SAMUEL V. V. POMONA UNIFIED SCHOOL DISTRICT

The proceedings were conducted in open session to reach a decision on the interdistrict attendance appeal. Ms. Vibiana Andrade, General Counsel, represented the Los Angeles County Board of Education. Dr. Victor Thompson, Director, Student Support Services, Los Angeles County Office of Education, was also present.

The appellant was not present, but was represented by his mother, Ms. Christina Valdez. Mr. Cesar Covarrubias, Interim Director, Pupil Resources, represented Pomona Unified School District.

Fact-finding was conducted by a designated hearing consultant. A copy of the record, a summary of findings and conclusions, and a recommendation by the hearing consultant were provided to all parties. The representatives addressed the Board and responded to questions from the Board.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. An electronic vote was taken. Voting yes were Dr. Perez, Mr. Cross, Mr. Johnson, Mr. McGinity and Ms. Bond McKeever. Voting no was Mr. Saenz. The Appeal was denied.

ADJOURNMENT

It was **MOVED** by Mr. Johnson, **SECONDED** by Mr. Cross, and **CARRIED** to adjourn the meeting.

Yes vote: Dr. Perez, Mr. Cross, Mr. Johnson, Mr. McGinity, Ms. Bond McKeever, and Mr. Saenz.

The meeting was adjourned at 6:30 p.m.

TAB 3B:

LACOE Staff Report

Board Meeting – December 18, 2018

Item V. Reports / Study Topics

- C. Report on the Application of the California Code of Regulations, Title 5 (5 CCR), Section 11967 to the *Eagle Collegiate Academy, Grades PK-12: Appeal of a Petition to Establish a Charter Previously Denied by Acton-Agua Dulce Unified School District Board of Education*

Education Code 47605(j)(1) states, “If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education.”

5 CCR section 11967 states, “If within 60 days of a county board of education’s receipt of a petition appealing the denial to establish a charter school, the county board of education does not grant or deny the petition for the establishment of a charter school, the charter school may submit the petition for the establishment of a charter school to the SBE [State Board of Education].”

The Los Angeles County Office of Education (LACOE) received the appeal for Eagle Collegiate Academy (ECA) on November 13, 2018, after it was denied by the Acton-Agua Dulce Unified School District Board of Education on November 8, 2018.

Two (2) previous versions of the ECA petitions were presented to the Los Angeles County Board of Education (County Board) in December 2017 and July 2018. Both petitions failed to receive approval from the County Board.

Los Angeles County Office of Education
Charter School Office and Office of General Counsel
Date: December 18, 2018

Report on the Application of 5 CCR 11967 to the *Eagle Collegiate Academy, Grades PK-12*:
Appeal of a Petition to Establish a Charter Previously Denied by Acton-Agua Dulce Unified
School District Board of Education

Background Information

The Los Angeles County Office of Education (LACOE) Charter School Office received an appeal petition from Eagle Collegiate Academy (ECA) on November 13, 2018. ECA is appealing the denial of its petition by the Acton-Agua Dulce Unified School District Board of Education (AADUSD).

ECA has made four unsuccessful attempts to obtain a District-level charter. ECA was previously denied once by Sulphur Springs Union School District on December 7, 2016 and three times by AADUSD on May 11, 2017, April 26, 2018, and November 8, 2018. ECA has submitted two prior appeals to the Los Angeles County Board of Education following denial by AADUSD. The County Board denied the first petition on December 12, 2017 by a vote of five to zero. On July 24, 2018 the County Board took no action on the second appeal, with a split vote of three to two in favor of denial. ECA did not appeal to the State Board of Education on any of its prior petitions, and is now requesting that the County Board hear a third appeal on a substantially similar petition.

Summary of Changes from Previous Petition

Following the County Board's July 24, 2018 vote to take no action, ECA made few changes to its petition prior to resubmitting the petition to AADUSD. Along with minor changes to the proposed curriculum, ECA replaced one member of its board.

Despite the changes that have been made, the petition is substantially the same as the two prior versions that were submitted to the County Board. ECA's curriculum, including use of the International Baccalaureate program, remains largely unchanged. ECA's leadership consists of the same key personnel as the prior petition. ECA provides the same projected enrollment numbers as in the prior petition, which staff previously determined were overly aggressive and unrealistic for the area in which ECA proposes to operate. ECA has made no significant changes to its budget, despite staff findings that the prior petitions presented an unrealistic budget.

Legal Background

The County Board receives and reviews appeals for the establishment of District-level charter schools pursuant to Education Code section 47605. EC 47605(b) specifies that, no later than 30 days after receiving a petition, the governing board shall hold a public hearing on the charter, after which the board shall either grant or deny the charter within 60 days of receipt of the petition. However, the County Board may exercise a third option which is provided for by 5 CCR 11967 and EC 47605(j), and take no action upon the petition, allowing the petitioner to either file an appeal to the State Board of Education or seek judicial review of the denial by the District.

Staff Report on the Application of 5 CCR 11967 to the Eagle Collegiate Academy, Grades PK-12: Appeal of a Petition to Establish a Charter Previously Denied by Acton-Agua Dulce Unified School District Board of Education

5 CCR 11967(d) specifies, in relevant part:

If within 60 days of a county board of education's receipt of a petition appealing the denial to establish a charter school, the county board of education does not grant or deny the petition for the establishment of a charter school, the charter school may submit the petition for the establishment of a charter school to the SBE.

EC 47605(j)(4) states:

If either the county board of education or the state board fails to act on a petition within 120 days of receipt, the decision of the governing board of the school district to deny the petition shall be subject to judicial review.

If the County Board takes no action upon ECA's third appeal, ECA may immediately file an appeal with the State Board of Education, which has not had the opportunity to consider any of ECA's prior petitions. Additionally, a decision by the County Board to take no action will provide ECA with the option to seek judicial review of the AADUSD denial pursuant to EC 47605(j)(4), an option which otherwise would not be available to ECA at this stage in the appeal process.

Recommendation

ECA's current petition contains few changes from its two prior petitions, which were heard, considered, and were not approved by the County Board. Staff recommends that the County Board vote to take no action upon ECA's third attempt to obtain approval of a substantially similar petition, thereby allowing ECA to either appeal to the State Board of Education or seek judicial review of AADUSD's denial of the petition.

TAB 3C:

LACOE Appeal Documents

Eagle Collegiate Academy



Charter Petition Appeal

Submitted to the
Los Angeles County Board of Education

By

Eagle Collegiate Academy Board of Directors

November 13, 2018



Eagle Collegiate Academy

A proposed Pre-K to 12th College Preparatory Charter School
P. O. Box 803234 Santa Clarita, CA 91380 Phone: (661) 347-6016
www.eaglecollegiateacademy.org e-mail: eaglecollegiate@gmail.com

November 13, 2018

Dr. Debra Duardo, Superintendent of Schools
Los Angeles County Office of Education
9300 Imperial Highway, Downey CA 90242

Re: Eagle Collegiate Academy Charter Petition

Dear Dr. Duardo, President Saenz, and Members of the Los Angeles County Board of Education:

Eagle Collegiate Academy founding team is excited to submit this petition to the Los Angeles County Office of Education, (“LACOE”) for a new and the first PreK-12 public charter school, as well as the first International Baccalaureate School in Agua Dulce, called the Eagle Collegiate Academy, to be located within the Acton-Agua Dulce Unified School District (“AADUSD”).

As stipulated in the LACOE “Overview of the Process for Considering a Charter Petition Received on Appeal”, the Petition is presented exactly as it was in our September 27, 2018 submission to the AADUSD.

We have also complied with No. 3 of the LACOE “Overview of the Process for Considering a Charter Petition Received on Appeal”. Accordingly, substantive changes to the petition “based on the inherent structure of the county office or County Board Policies” have been made. We also note that the Los Angeles County Board of Education (“County Board”) will replace all instances in the petition where AADUSD is listed as the chartering entity.

AADUSD Board of Trustees voted on November 8, 2018 to deny our petition as follows:

1. 3 (Porter, Fox, and Pfalzgraf) voted yes to the Resolution to Deny ECA petition stating their obligation to support District staff.
2. 1 (Jensen) was absent.

We have included AADUSD staff report from their review of our petition, as well as our response to the district staff report in our appeal (See Section 1 of Required Documents).

ECA Team continues to be responsive to AADUSD and County Staff and would like to assure you that our petition has meticulously addressed the findings from our previous petition as documented in the table below. In doing so, our team reached out to LACOE Staff to discuss their concerns, worked closely with the California Charter School Association (“CCSA”), our financial consultant/back office vendor and our legal team. We also reviewed charter petitions recently approved by the County Board.

Finding	Topic	Section in Petition
AADUSD	All Budgeted Expenses are Reasonable	Appendix D-Budget
LACOE No. 1	An Unsound Educational Program	All Elements and Appendices
LACOE No. 2	Ability to Successfully Implement Intended Program	Budget; Elements 1, 4, 10 and 14
LACOE No. 5	Reasonably Comprehensive Description of all Elements	Elements 1, 2, 3, 4, 5, 7 and 10
LACOE No. 6	Required Assurances of Ed. Code 47605(c) and 47605(e)	Section VII

On Monday November 5, 2018, the Public Charter Schools Grant Program (PCSGP) Office, in the Charter Schools Division of the California Department of Education notified us that ECA's PCSGP application met the RFA scoring criteria, receiving a passing score by the peer reviewers and making ECA eligible for up to \$475, 000 upon approval of its petition. ECA did not include the competitive PCSG Funds in its budget. In addition to a strong and viable financial plan, ECA has the potential to receive a grant that will cover start-up and some first-year costs and expenses, thereby reducing projected receivables amount. The funds and your approval will allow ECA to have 6 months to prepare to open for the 2019/20 school year. The letter from PCSGP is in Sections 1.3 and IV.9 of our packet.

ECA also included a budget at 80% proposed enrollment to address concerns of not meeting our proposed enrollment, despite ECA's confidence that we will meet and or exceed our proposed enrollment target. We received substantial applications in response to our posted employment openings, and have hired teachers and staff contingent upon approval of our charter petition. Our families, though disheartened by the process, are eager to start their children's education at ECA and are anxiously awaiting your approval of ECA petition. ECA proposes to establish a K-12 school and AADUSD is the only K-12 school district in our immediate area which complies with EC sections 47605(a)(6). ECA's proposed site is in a very picturesque setting that is very conducive to teaching and learning. The property is centrally located for easy accessibility for all families, especially those who may be coming from Antelope and San Fernando Valleys.

ECA team, therefore, has the funds and operational systems in place to accelerate student enrollment, teachers and staff recruitment, facility readiness, and to perform all the necessary actions needed to successfully welcome students and families for the 2019-20 school year.

Eagle Collegiate Academy scholars will participate in a rigorous, college preparatory program, characterized by low student-teacher ratios, extended day academic enrichment, supported by intensive interventions focused on quickly accelerating the learning of scholars. ECA founding team is very pleased that ECA will answer the need for children and their families to have a public college and career preparatory International Baccalaureate (IB) school that approaches teaching and learning holistically from the Primary Years Program (PYP), to the Middle Years Program (MYP) and to the Diploma Program (DP) in high school. Our faculty and board are passionate about bringing the unique benefits of these programs to our community and about providing families and students an active "voice" in their education options. ECA founding team is very humbled by the overwhelming support the proposed school has garnered from parents and community members. We are truly enthused at the prospect of working with the Los Angeles County Board of Education and administration in this venture.

Please do not hesitate to share any questions or feedback you might have. We are looking forward to engaging in meaningful discussions with you. We very much appreciate your time and consideration in reviewing Eagle Collegiate Academy's charter petition, and are looking forward to working closely with you in serving our children and families, and hence fulfill our motto "Lux Fiat" to be a "Beacon of Light" for generation of families to come.

Sincerely,

Don Rimac, Ed.D.
Board President

Los Angeles County Office of Education

Charter School Office
12830 Columbia Way
Downey, CA 90242
(562) 922-8806

Notice of Submission: Appeal of a Denied Charter Petition

To Establish a Charter

To Renew a Charter

Submit form with petition documents

Please print or type

Name of Charter School: Eagle Collegiate Academy

Contact Information:

Name of lead petitioner(s)/relationship to

charter school: Donald Rimal, Ed.D., Board President

All Eagle Collegiate Academy Board of Directors

Name of lead contact (if not petitioner): Ogo Okoye-Johnson, Ph.D.

Address: P. O Box 803234

Santa Clarita

California / 91380

Telephone number(s): 661-347-6016

FAX number: _____

Email: eaglecollegiate@gmail.com

School Information:

Proposed enrollment: First year: 370 Fully implemented: 570

Proposed grade levels: First year: PK – 8th Fully implemented: PK – 12th

Proposed opening date: August 2018

Proposed or actual school location/address: 13136 Sierra Hwy

*If more than one site, provide main site here &
attach a list of additional site addresses.*

Agua Dulce

CA 91390

Notice of Appeal:

Signature of lead petitioner(s): _____

Date: November 13, 2018

Los Angeles County Office of Education

Charter School Office

Required Documents: Appeal of a Denied Charter Petition

X To Establish a Charter

To Renew a Charter

Submission Package: Submit one (1) set of the following required documents to the Los Angeles County Office of Education (LACOE) Charter School Office.

Check items submitted and submit this form with petition documents

- 1. Completed and signed *Notice of Submission: Appeal of a Denied Charter Petition* Form
- 2. Completed and signed *Required Documents: Appeal of a Denied Charter Petition* Form
- Table of Contents for Sections I – VII**

Section I

- I.1 Evidence of the school board's action of denial (letter and/or board minutes)
- I.2 School board's written Findings of Fact specific to the denied petition
- I.3 Petitioner's response to Findings of Fact (optional)
- I.4 Evidence the school's governing body approved submission of the petition to the County Board

Section II

- A separate narrative containing a description of changes to the petition necessary to reflect the County Board as the authorizer (e.g., special education, dispute resolution, closure procedures, fiscal reporting). Indicate page numbers and elements of changes. *Do not submit as redline or "track-change" petition.*

Section III

- III.1 Complete copy of charter petition as denied by local school board (verified by the district)
- III.2 All supporting documents to the petition submitted to the district
- III.3 Signature page of interested parents or teachers with complete contact information (not applicable if a renewal petition)

Section IV

- IV.1 Proposed first year operational budget including start-up costs, cash-flow and assumptions as denied by the local district board (Including at 80% of Projected Enrollment)
- IV.2 Financial projections for the first three (3) years of operation
- IV.3 Copies of the three (3) most recent Independent Financial Audit(s) of 501(c)(3) (if applicable)
- IV.4 Fiscal Policies approved by the governing board.
- IV.5 General Ledger for both the non-profit entity holding the charter and the school for the three (3) months prior to petition submission to local district
- IV.6 Debt Schedule (including total principal, interest due and term of debt)
- IV.7 Bank Statements for the three (3) months prior to petition submission to local district
- IV.8 CMO Contracts and/or Contracts exceeding \$5,000 annually
- IV.9 Public Charter Schools Grant Program application and budget (if applicable)

Section V

- V.1 Resumes for the petitioner(s) and members of the Board of Directors (if not included in petition)

Los Angeles County Office of Education

Charter School Office

Section VI

- VI.1 Bylaws of 501(c)(3) (if school operated as/by a nonprofit and not included in petition)
 VI.2 Articles of Incorporation of 501(c)(3) (if school operated as/by a nonprofit and not in petition)

Section VII

- VII.1 Lease/Rental Agreement(s) or Similar Documents (if not included in petition)
 VII.2 Certificate(s) of Occupancy (if not included in petition)

Directions: Submit all documents simultaneously in a loose-leaf (3-ring) binder with numbered dividers inserted between sections. Copies are to be single-sided. Also submit an electronic copy of items 1 – 2, Table of Contents, and Sections I – VII via CD or Flash Drive. Items 1 – 2 may be combined as one file; Table of Contents and each section shall be submitted as separate files. Submit Section III as three (3) separate files (III.1, III.2, III.3). Submit Section IV as eight (8) separate files; budgets as unlocked spreadsheets.

Once LACOE verifies that all required documents have been submitted, it will notify the petitioner in writing. The petitioner shall have no less than five (5) working days to submit 13 collated, two-sided (back-to-back), three-hole punched, rubber banded copies of Sections I through VII.

LACOE reserves the right to request additional documents and information as necessary to provide the County Board with a complete understanding of the proposed charter.

LACOE will conduct a facilities inspection as part of the petition review process or prior to opening, if authorized.

Required Certification

Submission of a petition and this signed document certifies that:

1. The governing board has taken action to approve the submitted petition and budget.
2. The governing board has taken action to approve submission of the petition to the County Board.
3. The governing board and lead petitioner(s) have read, understand, and intend to adhere to the requirements outlined in this document, the *Overview of the Process for Considering a Charter Petition Received on Appeal**; Los Angeles County Board Policies and Administrative Regulations regarding Charter Schools**; and the *Charter School Monitoring and Oversight Memorandum of Understanding (MOU)****.

Printed name of board signatory: Donald Rimalc

Signature of board signatory: _____ Date: November 13, 2018

Printed name of lead petitioner(s): Donald Rimalc

Signature of lead petitioner(s): _____ Date: November 13, 2018

***Please review the document, *Overview of the Process for Considering a Charter Petition Received on Appeal* or contact the Charter School Office for additional information.**

****Los Angeles County Board Policies and Regulations are available at
<http://gamutonline.net/district/lacoe/PolicyCategoryList/2422/0>**

*****The Charter School Monitoring and Oversight MOU is available at
http://www.lacoe.edu/Portals/0/LACOE/CharterSchools/MOU_Template_FINAL_3-2016.pdf**

Required Documents: Appeal of a Denied Charter Petition

TABLE OF CONTENTS

Section I

- I.1 Evidence of the school board's action of denial (letter and/or board minutes)
- I.2 School board's written Findings of Fact specific to the denied petition
- I.3 Petitioner's response to Findings of Fact
- I.4 Evidence ECA's Board approved submission of the petition to County Board

Section II

- Description of changes to the petition to reflect the County Board as the authorizer
- Element 1: Description of the Educational Program
- Serving Students with Disabilities found on page 116 of the petition
- Element 4: Governance Structure on page 179 of the petition; and the Bylaws of ECA
- Element 6: Health and Safety
- New Law Applies the California Healthy Youth Act to Charter Schools Beginning in the 2019-2020 School Year
- Element 14: Dispute Resolution Procedures found on page 239 of petition
- Element 15: Closure Procedures on page 242 of the petition
- Budget and Financial Reporting on page 244 of the petition
- New Law Requires Charter Schools to Provide Free or Reduced Price Meals Starting in the 2019-2020 School Year

Section III

- III.1 Complete copy of charter petition as denied by local school board (verified by the district)
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- III.3 Signature page of interested teachers with complete contact information

Section IV

- IV.1 Proposed first year operational budget (Including at 80% of Projected Enrollment)
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- IV.8 CMO Contracts and/or Contracts exceeding \$5,000 annually
- IV.9 Public Charter Schools Grant Program application decision notification

Section V

- V.1 Resumes for the petitioner(s) and members of the Board of Directors

Section VI

- VI.1 Bylaws of 501(c)(3)
- VI.2 Articles of Incorporation of 501(c)(3)

Section VII

- VII.1 Lease/Rental Agreement(s) or Similar Documents
- VII.2 Certificate(s) of Occupancy (if not included in petition)

Section I.4

ECA Board Minutes

Approving Appeal Submission



**Minutes of a meeting of the Board of Directors of
Eagle Collegiate Academy
Held October 20, 2018
4:00 pm**

A meeting of the Board of Directors of Eagle Collegiate Academy was held at 4 pm on October 20, 2018 in Santa Clarita, CA.

The following persons were in attendance:

Dr. Don Rimac
Mrs. Amaka Akudinobi, Esq.
Ms. Christine Figueroa
Mr. Ndubusi Oguejiofor
Dr. Ogo Okoye-Johnson

Dr. Rimac conducted the meeting. Dr. Johnson recorded the minutes.

1. Approval of today's Agenda and Minutes from Last Meeting
Dr. Rimac reviewed today's agenda and minutes from last meeting.
2. Voting to Adopt Minutes
Ms. Figueroa moved to approve the minutes and Mr. Oguejiofor seconded it. The minutes were approved.
3. Approve Updated Fiscal Policy
Dr. Rimac reviewed updated Fiscal Policy and motioned for approval. Mrs. Akudinobi moved to approve it and Dr. Johnson seconded it.
4. IB Forum Attendance at Downtown Magnet in LA Next Week
(Board members, CEO, Staff, Teacher and Parents)- 7 team members have registered so far.
5. Tour of Goethe International Charter School in LA
Goethe Executive Director accepted our request to tour Goethe IB PYP in Los Angeles – after Oct. 31st
6. Kids Expo tomorrow October 21
We will attend Kids Expo tomorrow October 21 from 11 am to 3 pm at Golden Valley H S to share info about ECA and pass out fliers.
7. Informational Meetings
Reviewed Informational Meetings held so far in Castaic on August 5, 2018 and Canyon Country on 10/07/18. We are planning an informational meeting in Palmdale in November once we solidify the location.
8. Town Council Presentations
We will be presenting at the next meetings of Agua Dulce Town Council and Acton Town Council respectively

9. Facility Update

- a. Randy- Realtor confirmed that property remains available for lease for 5yrs and will work with owner to be ready for opening.
- b. Architect and our team continue to work with County Public Works -Fire Dept, Engineers about out proposed site. We met with the Engineers last month.

10. Prepare for Public Hearing at AADUSD Board on October 25

Speakers will include

- a. Board Members
- b. Parents
- c. Teachers
- d. Community Members
- e. If AADUSD does not approve petition:
 - i. Appeal Petition Denial to LACOE Board
 - ii. Choose LACOE SELPA for ECA upon approval
 - iii. Complete and Submit Appeal packet to LACOE

11. Appeal Petition Denial to LACOE Board

All the directors present voted unanimously to appeal the denial to LACOE Board. The members present were a majority and created a quorum. The members not present had earlier shared their support to appeal to LACOE Board.

12. Next Steps

Attend Public Hearing at AADUSD Board on October 25, 2018 at 7:30pm

13. Next Meeting

Our next meeting will be on November 3rd to prep for AADUSD Decision Vote on November 8. If petition is denied, we will appeal to LACOE as already discussed.

14. Adjourn

Upon motion duly made and seconded, the meeting was adjourned at 5:30 pm.

Section II

Description of Changes

Section II

Description of changes to the petition to reflect the County Board as the authorizer

(e.g., special education, dispute resolution, closure procedures, fiscal reporting). Indicate page numbers and elements of changes. *Do not submit as redline or "track-change" petition.*

Eagle Collegiate Academy ("ECA") will comply with and implement with fidelity the Los Angeles County Board of Education's ("County Board") charter school policy. ECA will enter into a Monitoring and Oversight Memorandum with the County Board that will ensure ECA's total compliance with County Board's charter policy stipulated in its Policies and Administrative Regulations. The County Board will replace all instances in the petition where AADUSD is listed as the chartering entity.

Element 1: Description of the Educational Program

Serving Students with Disabilities found on page 116 of the petition. The information below will replace the appropriate section in the petition.

Eagle Collegiate Academy shall submit documentation to County Board specifying that it is a Local Education Agency (LEA) with a Special Education Local Plan Area (SELPA) prior to commencing operations and provide a copy of its SELPA Agreement to LACOE annually.

Eagle Collegiate Academy has contacted Los Angeles County (LAC) Charter SELPA and will join LAC Charter SELPA upon its approval.

Element 4: Governance Structure on page 179 of the petition; and the Bylaws of ECA

ECA shall comply with all conflict of interest laws that pertain to public agencies including Government Code 1090 and the Political Reform Act. (Government Code 87100 et seq.) The County board's conflict of interest code includes the filing of the Form 700 Statement of Economic Interests with LACOE.

ECA will update its Bylaws if needed to comply with Government Code 1090 and the Political Reform Act. (Government Code 87100 et seq.), and submit the updated Bylaws within 30 days of approval of the petition.

Element 6: Health and Safety

The information below will be included in this section of the petition since it was recently signed into law after the petition has been completed.

California Healthy Youth Act ("CHYA")

On September 18, 2018, Governor Jerry Brown signed AB-2601 into law applying the California Healthy Youth Act ("CHYA") to charter schools at the commencement of the 2019-2020 school year. The CHYA, found in Education Code Section 51930, requires California charter schools to teach sexual education and human immunodeficiency virus

("HIV") prevention to students in grades 7 to 12 at least once in junior high or middle school and at least once in high school.

The CHYA does not require instruction to be delivered by a teacher with a specific credential. Rather, the CHYA requires that the instruction be taught by "instructors trained in the appropriate courses," which is defined as "instructors with knowledge of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections." Outside consultants or guest speakers can be used to deliver comprehensive sexual health education and HIV prevention education or to provide training for the school staff.

The stated purposes of the CHYA are (1) to provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy; (2) to provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family; (3) to promote understanding of sexuality as a normal part of human development; (4) to ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end; and (5) to provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors.

All instruction under the CHYA must satisfy the following minimum criteria:

1. Instruction and materials shall be age appropriate.
2. All factual information presented shall be medically accurate and objective.
3. All instruction and materials shall:
 - align with and support the purposes of the CHYA (see above for listed purposes) and not conflict with them;
 - be appropriate for use with pupils of all races, genders, sexual orientations, and ethnic and cultural backgrounds, pupils with disabilities, and English learners;
 - be made available on an equal basis to a pupil who is an English learner;
 - be accessible to pupils with disabilities, including, but not limited to, the provision of a modified curriculum, materials and instruction in alternative formats, and auxiliary aids;
 - not reflect or promote bias against any person on the basis of any protected characteristic (i.e. disability, gender, gender identify, gender expression, nationality, race, ethnicity, religion, sexual orientation, immigration status);

- affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships;
- teach pupils about gender, gender expression, gender identity, and explore the harm of negative gender stereotypes;

- encourage a pupil to communicate with his or her parents, guardians, and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so;

- teach the value of and prepare pupils to have and maintain committed relationships such as marriage;

- provide pupils with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection, and are free from violence, coercion, and intimidation;

- provide pupils with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist pupils in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities;

- not teach or promote religious doctrine.

At a minimum, instruction under the CHYA must include the following:

1. Information on the nature of HIV, as well as other sexually transmitted infections, and their effects on the human body.

2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual activities and injection drug use.

3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections and abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy. This instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of

contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the federal Centers for Disease Control and Prevention.

5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing.
6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others.
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV. This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and the only way to know if one is HIV-positive is to get tested.
8. Information about local resources, how to access local resources, and pupils' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence.
9. Information about the effectiveness and safety of all FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to, all of the following:
 - Parenting, adoption, and abortion.
 - Information on the law on surrendering physical custody of a minor child 72 hours of age or younger.
 - The importance of prenatal care.
10. Information about sexual harassment, sexual assault, sexual abuse, and human trafficking. Information on human trafficking shall include information on the prevalence, nature, and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance.
11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs thereof.

Element 14: Dispute Resolution Procedures on page 239 of the petition. ECA will adopt and comply with the Dispute Resolution in LACOE's AR 0420.4 Administrative Regulations for charter schools below:

Dispute Resolution Procedures (Education Code 47605(b)(5)(N), 47605.6(b)(5)(L); 5 CCR 11967.5.1(f)(14)) To be reasonably comprehensive, the petition must state the following: That in the event that any dispute arises between the charter school and LACOE, both parties agree to use the procedure as stated herein, except for any dispute that is any way related to revocation of the charter school. The party who claims there is a dispute shall first identify the issue in writing with specificity and with supporting facts.

The other party shall provide a written response to the identification of the issue within 20 business days. Both parties will attempt to settle such dispute by meeting and conferring in a good faith attempt to resolve the dispute within 15 business days of the date of the written response. At any time that LACOE believes the dispute relates to an issue that could lead to revocation of the charter school, both parties will no longer be subject to this process. LACOE may proceed immediately with the revocation procedures as set forth in law and stated below if LACOE believes the charter school:

- a. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- b. Failed to meet or pursue any of the pupil outcomes identified in the charter.
- c. Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- d. Violated any provision of law.

Element 15: Closure Procedures on page 242 of the petition. The information below will supplement the appropriate section in the petition.

At all times it is operational, Eagle Collegiate Academy, ECA, shall have closure procedures in place and available for review. Closure procedures shall be submitted to LACOE prior to opening, whenever updated, and upon request. Procedures shall be compliant with EC § 47604.32, 47605, 47605.6 and 47607; with Title 5, CCR § 11962 and 11962.1; as well as with County Board Policies and Procedures, and shall contain at a minimum, the following:

- Identification of a responsible person(s). ECA's President of the governing board will oversee and conduct the closure process; this provision shall include a process to ensure that closure procedures are updated no less than annually or when any change is made.
- Notification of students and families of the Charter School closure.
- Security of student and business records.
- System for exiting all students correctly in CALPADS. The exit date must be on or before the official closure date.
- Processing of final employee payroll and benefits, including contributions to

STRS/PERS, as applicable.

- Identification of all assets and liabilities and the plan for transfer as detailed in the charter.
- Final close-out audit to be paid for by the Charter School.
- Identification of a source of funding to be used for closeout expenses including the final audit.
- Dissolution of the Charter School and/or nonprofit corporation.

Further descriptions of each of these items can be found in the laws and regulations listed above.

If ECA is to close permanently for any reason (i.e., voluntary surrender, non-renewal, or revocation), LACOE shall serve written notice on the Charter School that closure procedures have been invoked. No later than 10 days after receiving that notice, ECA will meet with LACOE to plan for the orderly closing of the Charter School. Individuals present at that meeting shall include the Board President responsible for closure, the CEO and LACOE staff that will work with the Charter School to complete all close out activities. Eagle Collegiate Academy expressly acknowledges the right of LACOE, on behalf of the County Superintendent of Schools to take immediate and direct control of all of the Charter School's student and business records at any time after LACOE gives written notice that it is invoking closure procedures

Budget and Financial Reporting on page 244 of the petition

ECA will comply with all LACOE Fiscal Reporting requirements that meet LACOE's BP 0420.4 and AR 0420.4 Policies and Administrative Regulations for charter schools.

Charter Schools to Provide Free or Reduced Price Meals

The information below is included here since it was recently signed into law after the petition has been completed.

On September 18, 2018, Governor Jerry Brown signed AB 1871 into law which adds Section 47613.5 to the Charter Schools Act. At the commencement of the 2019-2020 school year, this law requires charter schools, with some exceptions described below, to provide at least one nutritionally adequate free or reduced priced meal (breakfast or lunch) a day to "needy" students (those eligible for free or reduced-price meals).

The law applies to all classroom-based charter schools. Charter schools who offer nonclassroom-based instruction must comply on any school day that an eligible pupil is scheduled for educational activities lasting two or more hours at a school site, resource center, meeting space, or other satellite facility operated by the charter school. "Educational activities" are defined as an activity that constitutes an integral fundamental part of elementary and secondary education including, but not limited to, curricular and extracurricular activities.

Charter schools which are currently in operation must implement this meal requirement at the commencement of the 2019-2020 school year.

A charter school that becomes operational on or after July 1, 2019, have a lead time of one year of operation. The new law requires these new schools to meet the following deadlines and requirements:

1. Implement no later than July 1 of the school year after becoming operational; and
2. Provide written notification disclosing the period of time for which the charter school will not implement the requirement. The written notice shall be provided at the time of application for enrollment in the charter school to the parent or guardian of each pupil or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder. The written notice shall be provided in languages other than English, consistent with languages used for the charter school enrollment application.

A "nutritionally adequate meal" is a breakfast or lunch that qualifies for reimbursement under the federal child nutrition program regulations. (More information on nutrition standards for school meals can be found at <https://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>.) The new law requires charter authorizers, upon request by charter schools, to provide technical assistance to the charter school, to the extent feasible and within existing resources. The new law also specifies that a charter school may enter into a partnership with an existing school food authority for the purposes of compliance.

Section III.3

Teachers Contact List

PETITION FOR THE ESTABLISHMENT OF A CHARTER SCHOOL – TEACHERS’ CONTACT

We the undersigned believe that the attached charter merits consideration and hereby petition the Board of Education of the Acton Agua-Dulce Unified School District to grant approval of the charter pursuant to Education Code Section 47605 to enable the creation of Eagle Collegiate Academy. Eagle Collegiate Academy agrees to operate the school pursuant to the terms of The Charter Schools Act of 1992 and the provisions of the school’s charter. The petitioners listed below certify that they are credentialed teachers who are meaningfully interested in teaching at the school.

By the Petitioners:

No.	Name (please print)	Credential	Address	Phone
1.	Elizabeth Chislett	Single Subject Art	27117 Westview Lane Valencia, CA 91354	818-425-5101
2.	Andrea Douglas	Education Specialist	9150 Tampa Ave. #337 Northridge, CA 91324	818-900-3307
3.	Janet Frnzyan	Education Specialist	6505 Agnes Ave. North Hollywood 91606	818-482-8259
4.	Vanessa Frnzyan	Admin Eligibility Education Specialist	7030 Bevis Ave Van Nuys, CA 91405	818-427-6004
5.	Derrick Hill	Single Subject Health	31764 Camino del Montana, Castaic CA 91384	310-773-7293
6.	Eliana L. Howe	Multiple Subjects Education Specialist	22030 Gilmore Street, Woodland Hills, 91303	310-740-6831
7.	Yvonne M. Johnson	Education Specialist	28611 Black Oak Lane Castaic, CA 91384	661-857-1795
8.	Mary Lou Kashima	English Single Subject	18631 Burbank Blvd #5 Tarzana CA 91356	818-825-4823
9.	Chris Kim	Multiple Subjects, Secondary Math, Korean	17736 Superior St Northridge, CA 91325	818-427-4094
10.	Curtis Muhammad	Education Specialist	21723 Vintage St, Chatsworth CA 91311	323-855-6011
11.	Joy Ofiabulu	Math Single Subject Science Single Subject	13935 Lemoli Ave #11 Hawthorne, CA 90250	424-244-5404
12.	Miriam Oguejiofor	Education Specialist Health Single Subject	25624 Wolfe Circle Stevenson Ranch, CA	818-216-2674
13.	Jones Okeke	Multiple Subjects	727 Loyola Avenue, Carson CA 90746	310-350-9852

Section IV

IV.2

Financial projections for the first three (3) years of operation

See IV.1 above. The budget presented is a five (5) year forecast.

IV.3

Copies of the three (3) most recent Independent Financial Audit(s) of 501(c)(3)

This does not apply to Eagle Collegiate Academy.

Section IV.4

Fiscal Policies

Eagle Collegiate Academy



Fiscal Policies and Procedures

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

OVERVIEW AND GENERAL BUSINESS POLICIES

The Board of EAGLE COLLEGIATE ACADEMY (or "School") has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of the School to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board approves financial policies and procedures, delegate's administration of the policies and procedures to the Chief Executive Officer and reviews operations and activities on a regular basis.
2. The Chief Executive Officer, CEO, has responsibility for all operations and activities related to financial management. However, the Board can appoint someone else to perform the CEO's responsibilities in the case of CEO's absence.
3. Financial duties and responsibilities must be separated so that no one employee has sole control authorizing transactions, recording financial transactions and custody of assets.
4. The School will maintain in effect the following principles in its ongoing fiscal management practices to ensure that:
 - a. expenditures are authorized by and in accord with amounts specified in the board-adopted budget,
 - b. the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and
 - c. all transactions are recorded and documented in an appropriate manner.

Budget Development, Oversight Calendar and Responsibilities

The School will develop and monitor its budget in accord with the annual budget development and monitoring calendar as specified below.

January - April

The contracted back-office provider works with the CEO to review Governor's proposed state budget for the upcoming fiscal year, and identify the likely range of revenues for the school's upcoming fiscal year (July 1 - June 30) based on projected enrollment. Once the revenue estimates are complete, the back-office provider and the CEO will develop the remainder of the budget including staffing levels, review of fixed costs and discretionary spending. Then a five-year budget projection is developed in accordance with the schools' established strategic and growth plans.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

Budget Development, Oversight Calendar and Responsibilities (continued)

May – June

The back-office provider and the CEO reviews revenue projections subsequent to the Governor's annual "May Revise" budget figures, fine-tunes the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Board reviews and formally adopts a budget for upcoming fiscal year. A copy of the final budget is provided to the charter-granting agency.

July – August

The back-office provider closes books for prior fiscal year, all transactions are posted, and records assembled for audit.

The budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter-granting agency, if applicable.

September – December

The independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Committee.

At the end of the first full week of school, the CEO reviews the Charter School's actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is revised to match likely revenues.

The Audit Committee of the Board reviews a copy of the audit. The CEO and Board address any audit exceptions or adverse findings. Once the Board approves the audit report, it is submitted to charter-granting agency.

On a monthly basis, the CEO and Board reviews current year actual versus budgeted revenues and expenditures and other financial reports as presented by the back-office provider. The Board approves any needed changes to the annual budget.

Budget Transfers

The Chief Executive Officer may transfer up to \$100,000 from one unrestricted budget item to another without board approval, but shall notify the Board of the transfer at the next regularly scheduled meeting.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

Banking Arrangements

The School will maintain its accounts either in the County Treasury or at a federally insured commercial bank or credit union. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments or in the County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies and all checks over \$50,000 must be signed by two authorized signatories. The back-office provider will reconcile the school's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis.

Record Keeping

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer.

Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

The back-office provider will retain electronic records at their site for a minimum of two (2) years; after which, the remaining five years will be the responsibility of the School.

Property Inventory

The Chief Executive Officer shall establish and maintain an inventory of all non-consumable goods and equipment worth over \$1,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board.

All non-consumable school property lent to students shall be returned to the school no later than 5 working days after end of the school year. Any excess or surplus property owned by the school may be sold or auctioned by the CEO provided the CEO engages in due diligence to maximize the value of the sale or auction to the school. The Board shall approve in advance the sale or auction of property owned by the school with a fair market value in excess of \$1,000.

The CEO will immediately notify the back-office provider of all cases of theft, loss, damage or destruction of assets.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

Attendance Accounting

The Chief Executive Officer will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

1. ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by the School.
2. The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar must also document that the school offers an amount of annual minutes of instruction as required pursuant to applicable law.
3. If independent study is offered, then said independent study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement in instructional activity to the school on forms prepared by the school. As applicable, such study shall be in full compliance with law governing independent study.

Annual Financial Audit

The Board will annually appoint an audit committee by January 1 to oversee the independent auditors for that fiscal year. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of the school's attendance accounting and revenue claims practices, and in conjunction with (1) and (2) above, review the school's internal controls over financial reporting. If the school spends in excess of federal limits, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The Audit shall be completed, reviewed by the Board, and submitted to the charter-granting agency, the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

Required Budget and Other Fiscal Reports

The Chief Executive Officer, working in conjunction with the back-office provider, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

Property and Liability Insurance

The Chief Executive Officer shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained and address business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement cost coverage for all assets listed in the school's Property Inventory and consumables. Premises and Board errors and omissions liability insurance shall also be obtained and kept in force at all times on a "claims made" form with a self-insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The school's CEO and other staff who manage funds shall be placed under a fidelity bond.

Board Compensation

Board members shall serve without compensation, but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attending board meetings and meetings of board committees need not be approved in advance by the board. All other expenses shall be approved in advance by the board. Travel expenses reimbursed shall not exceed levels that would be subject to federal or state income tax. Receipts shall document all expenses reimbursed and in no event may reimbursements exceed actual expenses.

Fundraising, Grant Solicitation, and Donation Recognition

All fundraising or grant solicitation activities on behalf of the school must be approved in advance by the CEO. Grants with awards in excess of \$50,000 must be approved by the Board in advance of submitting any grant application. The Board shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the state or federal government. The Board shall be notified no later than the next regular board meeting of the award or receipt of any funds and shall approve the receipt of any grants, donations, or receipts of fundraising proceeds prior to their deposit in the school's accounts.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting for them. Except as otherwise provided in these policies, the CEO may enter into contracts and agreements not to exceed \$25,000 without Board approval, provided funds sufficient for the contract or agreement are authorized and available within the school's board- adopted budget. Contracts and agreements in excess of \$25,000 must be submitted for board approval and may be executed by the CEO or other person specifically designated by the Board after the Board has duly approved the contract or agreement.

Office staff will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over \$25,000. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.

Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors). Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The CEO may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the Executive Assistant will obtain a W-9 from the contract service provider prior to submitting any requests for payments to the back-office provider.

The Chief Executive Officer will approve proposed contracts and modifications in writing. Contract service providers will be paid in accordance with approved contracts as work is performed. The CEO will be responsible for ensuring the terms of the contracts are fulfilled. Potential conflicts of interest will be disclosed upfront, and the CEO and/or Member(s) of the Governing Board with the conflict will excuse themselves from discussions and from voting on the contract.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

PURCHASING AND VENDOR PAYMENT

Segregation of Duties

The School will develop and maintain purchase order forms to document the authorization of non-payroll expenditures. All proposed expenditures must be approved by the CEO who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget. In the absence of a vendor invoice, the School will develop and maintain a check request form to document the approval of payment for specific items.

All transactions will be posted in an electronic general ledger maintained by the back-office provider. To ensure segregation of recording and authorization, the bookkeeper may not co-sign check requests for purchase orders.

General Purchasing Procedures

All purchases over \$25,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. This good faith effort may include issuance of a request for proposal and corresponding processes, as applicable. The CEO shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three vendors were contacted and such documentation shall be maintained for three years. All purchases in excess of \$10,000 must be bid by a board-approved process, except in the case of emergencies that necessitate the purchase of emergency response supplies, equipment, or services.

The Chief Executive Officer may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts and non-budgeted expenses over \$25,000.

When approving purchases, the CEO must:

- a. Determine if the expenditure is budgeted
- b. Determine if funds are currently available for expenditures (i.e. cash flow)
- c. Determine if the expenditure is allowable under the appropriate revenue source
- d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
- e. Determine if the price is competitive and prudent.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

Any individual making an authorized purchase on behalf of the school must provide the back-office provider with appropriate documentation of the purchase. Individuals other than those specified above are not authorized to make purchases without pre-approval.

General Purchasing Procedures (continued)

Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.

Petty Cash

The Executive Assistant will manage the petty cash fund, which will be capped at \$500. All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the Executive Assistant and CEO will have keys to the petty cash box and drawer or file cabinet. All disbursements will require documentation of purchase. A register receipt for all purchases must be provided. The following are general petty cash operating procedures:

1. At all times the petty cash box will contain receipts and cash totaling \$500. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Executive Assistant within 24 hours of withdrawing the petty cash.
2. When expenditures total \$400 (when cash balance is reduced to \$100), the Executive Assistant will total the disbursements, complete a Petty Cash Reimbursement Form, and obtain the approval of the CEO. This should be done on at least a quarterly basis. The supporting receipts will be attached to the reimbursement request form and forwarded to the back-office provider.
3. Petty cash fund reimbursement checks will be made payable to the CEO.
4. Any irregularities in the petty cash fund will be immediately reported in writing to the CEO.
5. The back-office provider will conduct surprise counts of the petty cash fund.

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Fiscal Policies and Procedures**

Purchase Orders

All non-recurring purchases require the use of a purchase order, which must be approved by the CEO.

1. The accounts payable clerk compiles purchase requests, with all appropriate documentation, and submits these to the CEO for approval and signature. The CEO's signature indicates authorization for the production of a PO.
2. The accounts payable clerk or designated clerk will create a PO and assign PO numbers in sequential order.
3. The numbered PO is then logged into an Excel sheet or other tracking program (i.e., office books) which lists all issued PO's.
4. The printed PO is submitted electronically to the CEO for approval.
5. The PO is then scanned and emailed to the vendor or copied and mailed. The original (or copy if original was mailed) is then placed in the Open PO folder.

Payment Authorization

All original invoices will be forwarded to the Chief Executive Officer for approval.

1. The accounts payable clerk or other clerical support will carefully review each invoice, attach all supporting documentation (including a PO), and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to the back-office provider with the invoice, if applicable.
2. Once approved by the CEO, he/she will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures. The invoice and supporting documentation will be sent to the back-office provider on at least a weekly basis (CEO should be aware of invoice due dates to avoid late payments). The back-office provider will then process the invoices with sufficient supporting documentation.
3. The CEO may authorize the back-office provider to pay recurring expenses (e.g. utilities) without the CEO's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to the back-office provider in writing and updated on an annual basis.

**Eagle Collegiate Academy
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Accounts Payable Checks

The Governing Board will approve, in advance, the list of authorized signers on the school account. The CEO and any other employee authorized by the Governing Board may sign bank checks within established limitations.

1. The back-office provider does not use pre-printed check stock to avoid the risk of theft.

Accounts Payable Checks (continued)

2. When there is a need to generate a check, the Executive Assistant, accounts payable clerk or other designated clerk will send appropriate approved documentation to the back-office provider. This is usually an approved invoice or Check Request Form.
3. Once approved by the CEO, the back-office provider prepares the check based on the check authorization prior to obtaining the appropriate signature(s).
4. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
5. The back-office provider will record the check transaction(s) into the appropriate checkbook and in the general ledger.
6. The back-office provider will distribute the checks and vouchers as follows:
 - a. Original – mailed or delivered to payee
 - b. Duplicate or voucher – attached to the invoice and filed by vendor name by the back-office provider accountant.
 - c. Cancelled Checks – filed numerically with bank statements by the back-office provider accountant.
 - d. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to the back-office provider who will attach any other related documentation as appropriate.

Bank Reconciliations

Bank statements will be received directly, unopened, by a school site staff member that does not have access to cash or the authority to approve payments. This staff member then scans and emails the statement to the back-office provider (or the back-office provider may be granted view-only online access). Once the statement is received:

1. The back-office provider will examine all paid checks for date, name, cancellation, and endorsement. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
2. The back-office provider will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.

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3. The back-office provider will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any discrepancies to the CEO.

CASH RECEIPT MANAGEMENT

General Procedures for Non-Governmental Cash Receipts

For all fundraising activities approved by the board, the School will establish internal controls to ensure the safeguarding of assets. The following are general procedures for recurring activities:

1. For each fundraising or other event in which cash or checks will be collected, a Volunteer Coordinator will be designated, who will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity.
 - a. The Volunteer Coordinator will record each transaction in a receipt book or electronically at the time the transaction is made, with a copy of the receipt provided to the donor.
 - b. The cash, checks, receipt book or electronic record, and deposit summary must be given to the school Executive Assistant, clerk or designee by the end of the next school day, who will immediately put the funds in a secure, locked location.
 - c. Both the Volunteer Coordinator and the Executive Assistant, clerk, or designee will count the deposit and verify the amount of the funds in writing.
2. Cash/checks dropped off at the school office will be placed directly into a lock box or safe by the person dropping off the cash/checks.
 - a. All funds are deposited into the lock box or safe in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.
 - b. The Executive Assistant, clerk or designee and one other staff member will jointly open the lock box to verify the cash/check amounts, and sign off on the amounts received.
 - c. The lock box or safe will be emptied weekly, corresponding to days when deposits are made.
3. For Student Store receipts, the designated Office Clerk maintains a cash drawer of \$60.00 to make change.
 - a. At the end of each lunch period, the Office Clerk prints a Close Day Report showing a description of what was sold and how much funds were collected.
 - b. After reviewing the Close Day Report for accuracy, the Office Clerk completes a Sales Reconciliation Sheet and attaches a Close Day Report.
 - c. The funds are deposited at least weekly and the reconciliation report and Close Day Report are filed.

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4. All checks will be immediately endorsed with the school deposit stamp, containing at least the following information: "For Deposit Only"
5. A deposit slip will be completed by the Executive Assistant, clerk or designee and initialed by the CEO for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of check, letter, etc.) will be attached to the duplicate deposit slip.

General Procedures for Non-Governmental Cash Receipts (continued)

6. Deposits totaling greater than \$2,000 will be deposited within 24 hours by the designated school employee. Deposits totaling less than \$2,000 will be made weekly by the designated school employee. All cash will be immediately put into a lock box.
7. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to the back-office provider to be filed and recorded weekly.

Volunteer Expenses

All volunteers will submit a purchase requisition form to the CEO for all potential expenses. Only items with prior written authorization from the CEO will be paid/reimbursed.

Returned Check Policy

A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the back-office provider or the CEO, payment of the NSF check and processing fee must be made by money order or certified check.

In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

NSF checks written by parents of students for lost, stolen or damaged school property will be treated as failure to pay for lost, stolen or damaged school property which may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the CEO and/or Governing Board EC 48904(b)(2). If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the CEO and/or Governing Board.

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Fiscal Policies and Procedures**

HUMAN RESOURCES AND PAYROLL

Payroll Services and Setup

The back-office provider prepares payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The CEO will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The CEO or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, the CEO will be responsible for the creation of a personnel file will with all appropriate payroll-related documentation and completing or providing all of the items on the Employee Payroll Set-up/Change Form. Items include a federal I-9 form, tax withholding forms, retirement date, and an accounting of the use of sick leave.

Timesheets

All classified employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the appropriate supervisor will sign the completed timesheet. Incomplete timesheets will be returned to the signatory supervisor and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted. If an employee is unexpectedly absent and therefore prevented from working the last day of the pay period or turning in the timesheet (such as an employee calling in sick), the employee is responsible for notifying the signatory supervisor or for making other arrangements for the timesheet to be submitted. However, the employee must still complete and submit the timesheet upon return.

Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime. Overtime only applies to classified employees and is defined as hours worked in excess of eight (8) hours within a day or forty (40) hours within a week. Any hours worked in excess of an employee's regular work schedule must be pre-approved by the supervisor, unless it is prompted by an emergency. No overtime will be paid without the approval of the

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

employee's supervisor. Overtime will not be granted on a routine basis and is only reserved for extraordinary or unforeseen circumstances. If a supervisor identifies a recurring need for overtime in any given position, the supervisor should immediately consult with the CEO for further guidance.

Payroll Processing

For hourly employees, employees must sign timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The CEO will approve these timesheets. No overtime hours should be listed on timesheets without the supervisor's initials next to the day on which overtime was worked. Certificated staff attendance is monitored through our substitute-finder system, and classified attendance is monitored via our clock-in/clock-out timekeeping system. The HR manager, payroll clerk or designee will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

For substitute teachers, the Executive Assistant will maintain a log of teacher absences and the respective substitutes that work for them. The Executive Assistant will verify that the substitutes clock in and out and that they sign the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. The CEO will notify the back-office provider of all authorizations for approved stipends.

Payroll is processed within 10 days after the period in which it is earned for hourly employees.

1. The signatory supervisor will submit a Payroll Summary Report of timesheets to the back-office provider for processing.
2. The back-office provider will prepare the payroll worksheet based on the summary report.
3. The payroll checks (if applicable) will be delivered to the school. The CEO will document receipt of the paychecks and review the payroll checks prior to distribution.

Payroll Taxes and Record Keeping

The back-office provider will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries based on the reporting submitted.

The back-office provider will also prepare the state and federal quarterly and annual payroll tax forms for income tax withholdings, Social Security and Medicare and submit the forms to the respective agencies on behalf of the school. The back-office provider will prepare the quarterly state returns for unemployment and disability, review the forms with the CEO, and submit the forms to the state on behalf of the school.

The designated school employee will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.

1. The designated school employee will immediately notify the CEO if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.
2. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.

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Expense Reports

Employees will be reimbursed for expenditures within ten (10) business days of presentation of appropriate documentation. Receipts or other appropriate documentation will be required for all expenses over five dollars and all reports must be approved by the CEO the back-office provider. Expenses greater than two months old will not be reimbursed.

The Chief Executive Officer expense reports must be approved by a member of the Board and always be submitted to the back-office provider for processing and payment. Petty cash may not be used.

Travel

Employees will be reimbursed for mileage when pre-approved by the CEO. Mileage will be reimbursed at the government-mandated rate for the distance traveled, less the distance from the employee's residence to the school site for each direction traveled. For incidental travel, mileage will only be reimbursed if the one-way mileage exceeds 10 miles.

The Chief Executive Officer must pre-approve all out of town travel. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 50 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.

Travel advances require written approval from the CEO and receipts for all advanced funds not returned. After the trip, the employee must enter all of the appropriate information on a Travel Expense Report and submit it to the CEO for approval and then on to the back-office provider for processing. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check. If the advance is less than the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

Telephone Usage

Employees will not make personal long distance calls on the telephones without prior approval from a supervisor. Employees will reimburse the school for all personal telephone calls.

**Eagle Collegiate Academy
Fiscal Policies and Procedures**

FINANCE AND FINANCIAL REPORTING

Monthly Reporting

The back-office provider will submit a monthly financial report including:

- a. Statement of Financial Position
- b. Budget vs. Actual Report
- c. Statement of Activities by Period
- d. Accounts Payable Aging
- e. Monthly Check Register

The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.

Loans

The Chief Executive Officer and the Board will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.

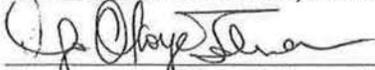
Once approved, a promissory note will be prepared and signed by the CEO before funds are borrowed.

CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of Eagle Collegiate Academy, a California nonprofit public benefit corporation, do hereby certify:

That the foregoing Fiscal Policies consisting of sixteen (16) pages were adopted as the Fiscal Policies of the Corporation by the Directors of the Corporation on October 20, 2018, and the same do now constitute the Fiscal Policies of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this October 20, 2018.



Signature: Ogo Okoye-Johnson, Ph. D., Board Secretary

IV.5

**General Ledger for both the non-profit entity holding the charter and the school
for the three (3) months prior to petition submission to local district**

This does not apply to Eagle Collegiate Academy.

IV.6

Debt Schedule (including total principal, interest due and term of debt)

This does not apply to Eagle Collegiate Academy. ECA does not have a debt schedule.

IV.7

Bank Statements for the three (3) months prior to petition submission to district

This does not apply to Eagle Collegiate Academy.

IV.8

CMO Contracts and/or Contracts exceeding \$5,000 annually

This does not apply to Eagle Collegiate Academy.

Section IV.9

PCSGP Status



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TOM TORLAKSON
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

November 5, 2018

Ogo Okoye-Johnson, Board Secretary
Eagle Collegiate Academy
P.O. Box 803234
Santa Clarita, CA 91380

Dear Ogo Okoye-Johnson:

Subject: 2018–19 Public Charter Schools Grant Program Application Scoring

The purpose of this letter is to provide feedback on the Public Charter Schools Grant Program (PCSGP) application submitted by the September 12, 2018, submission deadline. Pursuant to the 2018–19 PCSGP Planning and Implementation Request for Applications (RFA), revised June 2018, the PCSGP application was reviewed and scored through a peer review process. Each element of the application's narrative responses was scored, based on the rubric provided in the RFA.

The overall narrative element score for the PCSGP application submitted by **Eagle Collegiate Academy** met the RFA scoring criteria, receiving a passing score by the peer reviewers.

Pursuant to the RFA, an applicant must have an approved charter from the school district governing board or county board of education where the charter school will be located, or from the State Board of Education, by March 14, 2019, for the application may be considered for funding. Please notify California Department of Education (CDE) staff as soon as the charter petition for **Eagle Collegiate Academy** has been approved, so that the application can continue moving forward to the budget review process to determine whether it is eligible for funding.

During the budget review process, the proposed PCSGP budget (Forms 5 and 6) will be reviewed for alignment to the work plan, allowable costs, and appropriate funding levels for the school type. If there are any concerns during this budget review process, CDE staff will contact you by e-mail describing any issues identified. Once issues are addressed by **Eagle Collegiate Academy**, CDE staff will review budget revisions and if approved, your charter school will advance to the next phase of the approval process.

Ogo Okoye-Johnson, Board Secretary
November 5, 2018
Page 2

If you have any questions regarding this subject, please contact CDE staff by phone at 916-322-6029 or by email at PCSGP-APPS@cde.ca.gov with the words "PCSGP Scoring" and the charter school name in the subject line.

Sincerely,

/s/

Lisa F. Constancio, Director
Charter Schools Division

LFC:km

cc: Lawrence King, Superintendent, Acton-Aqua Dulce Unified

Sent via Email to:

eaglecollegiate@gmail.com

Section V.1

ECA Board of Directors List and Resumes

Eagle Collegiate Academy Board of Directors

- | | |
|----------------------------|---------------------------|
| 1. President: | Don Rimal, Ed.D. |
| 2. Vice President: | Ndubuisi Oguejiofor |
| 3. Chief Financial Officer | Ben Geronimo |
| 4. Secretary: | Ogo Okoye-Johnson, Ph.D. |
| 5. Director: | Amaka Ada Akudinobi, Esq. |
| 6. Director: | Christine Figueroa |
| 7. Parent Director: | Rita Zelaya |

AMAKA ADA AKUDINOBI

ADDRESS: Law Offices of Amaka Ada Akudinobi
3540 Wilshire Blvd., Suite 602
Los Angeles, California 90010

OFFICE PHONE : (213)480-0578

E-MAIL: akudinobi.a@sbcglobal.net

EDUCATION: L.L.B. Honors, University of Nigeria, Nsukka, Nigeria, 1989
B.L. Honors, Nigerian Law School, Lagos, Nigeria, 1990.

BAR ADMISSIONS:

Nigerian Bar Association, December 1990
Supreme Court of the State of California, December 1994
United States District Court, December 1994
United States Court of Appeals, Ninth Circuit, March 2008.

LEGAL EXPERIENCE:

January 1997 to Present: Owner-Sole Practitioner, **Law Offices of Amaka Ada Akudinobi**, Los Angeles, California. Primary Fields of Practice are Personal Injury, Family Law, International Child Abduction Cases, Dependency Court Proceedings, Employment Law, Business law, Criminal Law and Workers Compensation. Research, plan and manage all aspects of the cases from origination through completion.

January 1996 to June 1996: Attorney Volunteer at **Maynard Toll Center**, Los Angeles, California, Assisted Pro Per Litigants in Family Law proceedings (Divorces, Paternity, Domestic violence proceedings).

December 1994 to December 1996: Associate Attorney, **Law Offices of Samuel Ogbogu**, Los Angeles, California, Primary areas of practice included Personal Injury, Criminal Law, Administrative Law and Immigration.

March 1993-December1994: Law Clerk, **Law Offices of Samuel Ogbogu**, Los Angeles, California, primarily responsible for Initial Client Interviews, Legal research, brief and memorandum writing. Primary fields of research and writing included State Jurisdiction, Immigration, Personal Injury, and Workers Compensation claims.

AWARDS:

Certificate of Appreciation; Outstanding Family Law Volunteer, Los Angeles County Bar Association, 1996.

Award of Merit: National Center For Missing and Exploited Children, August 23, 2004

Award of Merit: National Center For Missing and Exploited Children, June 08, 2005

Award of Merit: National Center For Missing and Exploited Children, January 31, 2007

Award of Merit: National Center For Missing and Exploited Children, July 13, 2007

REFERENCES: AVAILABLE UPON REQUEST.

BENJAMIN B. GERONIMO

PROFESSIONAL SUMMARY

Has extensive experiences in the field of commercial banking, management, and accounting in public education.

SKILLS

- Comprehensive knowledge in basic bookkeeping and general accounting
- Proficient in Microsoft Office, Excel, and Word
- Proficient in 10 key calculator

WORK EXPERIENCE

- Senior Financial Manager, William Howard Taft High School in Woodland Hills, CA, 1999-2013
- Financial Manager, Millikan Middle School, Sherman Oaks, CA, 1998-1999
- Financial Manager, El Camino Real Community Adult School, Woodland Hills, CA, 1995-1998
- Accounting Technician II, Transportation Branch, Los Angeles Unified School District, 1987-1995
- staff Accountant, Countrywide Credit Industries, Pasadena, CA, 1986-1987
- Officer-in-Charge, Property Management & Acquired Asset Dept., Security Bank Corp., Makati City, Philippines, 1985
- Senior Assistant Manager, Credit Investigation & Appraisal Unit, Security Bank Corp., 1984
- Assistant Manager, Treasury & Money Market Dept., Liquidity Management Unit, Security Bank Corp., 1980-1983
- Executive Management Trainee, Security Bank Corp., 1979
- Credit Investigator/Appraiser, Security Bank Corp., 1976-1979
- Accounting Clerk, International Banking Dept., 1973-1976

EDUCATIONAL ATTAINMENT

Graduate, Bachelor of Science in Commerce & Business Administration
Major in Accounting, De La Salle University, Manila Philippines, 1973

Graduate, High School, University of Santo Tomas, Manila, Philippines, 1969

Christine A. Figueroa

mscfig@hotmail.com

818-565-9188 (cell)

EXPERIENCE:

July 2017-18 **The Palmdale Aerospace Academy** Palmdale, CA
RSP teacher for 7th grade push-in and pullout. Write IEPs, conduct assessments, facilitate IEP meetings.

July 2015-June 2016 **Alpine School** Littlerock, CA
SAI Teacher Grades 5-8

Feb. 2014-June 2015 **Life Source International Charter School** Lancaster, CA
RSP/Special Ed Coordinator and Leadership Team

Dec. 2012-Feb.2012 **Westat: National Assessment of Educational Programs** Rockville, MD
Troubleshooter Assessment Coordinator Coordinate/Oversee Assessment
PATH Study: Field Interviewer Conduct interviews in homes in LA County

Sept. 2012-Present **University of Antelope Valley** Lancaster, CA
Adjunct Assistant Professor English, Psychology, & Sociology

July 2012-Present **International Learning Enterprises** Cambridge, MA
Online teacher Teach Business English to Professionals in China

August 2010 **AVUHSD** Palmdale, CA
To Teacher-Special Education: SCIENCE (2010-2012), Substitute and home teacher
May 2014 Teach Biology & Earth Science to 9-12 grade students. Write and implement IEPs for students. KEY CLUB advisor, tutoring, and Home Teaching.

July 2007 **LAUSD** Los Angeles, CA
to Teacher-Special Education
June 2010 Designed and implemented a program to work with 7th-9th grade At-Risk students in Community Day Schools. Also implement and oversee IEPs for all Special Ed students.

April 2007 **RTI-LA FANS2** Los Angeles, CA
to Field Interviewer
November 2008 Conducted field interviews including Health Measures for a Rand-UCLA study throughout LA

March 2001 **Kyung Hee University** Seoul, Korea
to Visiting Professor
August 2006 Taught English, Economics, and Sociology classes for university students. I developed the Sociology curriculum. Private English Schools. Also worked summer/winter camps and specialty courses in Economics and Medical English in Taiwan, China, & Korea

EDUCATION:

2005 & 2009 **University of Phoenix** Phoenix, AZ
Master of Education Adult Ed and Distance Education GPA: 3.90 (2005)
CLAD Certification for teaching English Language Learners 3.90 (2009)

2010-2011 **NCLB Certified to teach Social Science & Science in Special settings** Palmdale, CA
Autism Certification

1990 **CSULA** Los Angeles, CA
Multiple subject and Special Ed Teaching credentials 3.82 GPA

1978 **Metropolitan State College** Denver, CO
B.A. Summa Cum Laude Behavioral Science/Administration of Community Services

Ogo Okoye-Johnson, Ph.D.

PROFESSIONAL DEVELOPMENT

Mastery Charter Schools Teacher Development, Coaching and School Turn Around Institute -2014

DISTRICTWIDE LEADERSHIP EXPERIENCE

- ****Parliamentarian***; Council of Black Administrators, Los Angeles Unified School District
- ****AALA Representative*** on the District Marking Practices and Procedures Taskforce
- ****President***; *Senior High Assistant Principals' Organization*

EDUCATION

Ph.D. Urban Services / Urban Education, Old Dominion University, Norfolk Virginia, 1999

SITE LEADERSHIP EXPERIENCE

School Administrator

2001 - Present

Palmdale Aerospace Academy: Lead Assistant Headmaster	March 2017 -Present
Magnolia Science Academy 3: Dean of Academics	Feb 2016 – Oct 2016
School District of Philadelphia: Asst. Principal; Principal	2013 – Jan 2016
Los Angeles Unified School District: Asst. Prin; Summer Principal	2005 – 2013
Compton Unified School District: Program Manager, Principal	2001 – 2005

English Teacher

1992 - 2001

Virginia Beach City Public Schools, Virginia
Selected as a “VIP” Best of the Beach Teacher at Larkspur Middle School, Virginia Beach, Virginia

PROGRAM DEVELOPMENT and IMPLEMENTATION

Led the conversion of a traditional high school into small learning communities
Developed *Managing Students' Diverse Learning Styles Equitably* - To help teachers manage learning styles in the classroom and *Reading Incentive*: To encourage students to read beyond the classroom
Trained International Baccalaureate Examiner – 2012 to Present

PUBLICATION

Okoye-Johnson, O. (2016). *Chike the Invincible*. Texas: Waldorf Publishing.
Okoye-Johnson, O. (2011). Intangible Heritage of Standard English Learners: The ‘Invisible’ Subgroup? Implications for Closing the Achievement Gap. *Sage Open*, 1,1. -Podcast @sageopen.com
Okoye-Johnson, O. (2011). Does Multicultural Education Improve Students’ Racial Attitudes? Implications on Closing the Achievement Gap. *Journal of Black Studies*.
Okoye-Johnson, O. (1999). *Oma The Faithful Daughter*. Virginia: Noon Productions.

PRESENTATIONS

Multicultural Education Presenter at pre-k-12 schools, colleges, churches and community organizations
Supervising and Implementing the Essential Elements of Instruction at the California League of Schools Annual Conference North, Sacramento, CA
Effective Pedagogy for Standard English Learners: The “Invisible” Subgroup at the Council of Black Administrators 36th Annual Black Child Conference, Los Angeles
Successful Implementation of the Essential Elements of Effective Instruction presented at the 2nd Annual “4 LAUSD by LAUSD” Best Practices Conference
Children’s Author Publication Process and Storytelling at 112th Street Elementary School Career Day
Intangible Heritage of Standard English Learners: The “Invisible” Subgroup Implications for Closing the Achievement Gap at the Council of Black Administrators Retreat, Santa Ana, CA

COMMUNITY INVOLVEMENT

Ad Hoc Committee on Diversity –Hart School District
Sound Body Sound Mind Foundation Board Member; Student Athletes, Inc. Board Member

Curriculum Vitae

CONTACT INFORMATION

Ndubisi Oguejiofor

25624 Wolfe Circle

Stevenson Ranch

CA 91381

Email: endeee@gmail.com

PERSONAL INFORMATION

Date of Birth August 1, 1961

EDUCATION

1994-1995	Kings College, University of London, England MS (with Distinction) in Pharmaceutical Analysis & Quality Control
1980-1985	University of Benin, Benin City, Nigeria B.Pharm (with Honors)
1974 – 1980	Dennis Memorial Grammar School, Onitsha, Nigeria Grade 1

EMPLOYMENT

2008 – date	President/Pharmacist in Charge, North Valley Pharmacy, San Fernando, CA
2007 – 2010	Pharmacist, CVS, Soledad Canyon Blvd, Canyon Country, CA
2000 – 2007	Pharmacist Manager, Rite Aid Pharmacy, San Fernando, CA
1999 – 2000	Intern Pharmacist, Rite Aid Pharmacy, North Hollywood, CA
1996 – 1999	Pharmacist Manager, Moss Chemists, Chelmsford, Essex, England
1987 – 1994	Senior Pharmacist, Federal Ministry of Health, Ikoyi, Nigeria

PROFESSIONAL AFFILIATIONS

Registered Pharmacist, RPh, CA

Member California Pharmacists Association

Member Royal Pharmaceutical Society, United Kingdom MRPharmS

INTERESTS

Swimming, Soccer, Travelling, Reading

DONALD RIMAC, Ed.D.
23713 Via Beguine
Valencia, California 91355
Home: (661) 255-2416
Cell: (661) 803-6571
Fax: (661) 253-2638
E-mail: donrimac@sbcglobal.net

EDUCATIONAL BACKGROUND

Doctor of Education – University of Southern California 1977

Major: Secondary Curriculum and Instruction
Minor: Secondary Administration and Supervision

Master of Education – California State University at Long Beach 1965

Major: Secondary Administration and Supervision
Minor: Biological Science

Bachelor of Arts – University of Southern California 1960

Major: Social Studies
Minor: Science

EMPLOYMENT EXPERIENCE

William S. Hart Union High School District – Santa Clarita, California

2007	Interim Director of Classified Personnel
1990-2005	Personnel Commissioner / Hart Personnel Commission
2007-Present	Personnel Commissioner / Hart Personnel Commission

Los Angeles Unified School District – Los Angeles, California

1999 – Present	Various Interim Certificated Administrative Assignments
2000	Principal - Wilbur Avenue Elementary School
2001	Assistant Principal - Arroyo Seco Middle School
2008	Assistant Principal - North Hollywood High School

Los Angeles County Office of Education (Retired 1999) – Downey, California

1986 – 1999	Coordinator-in-Charge	GAIN Job Services Program
1985 – 1986	Assistant Director	ROP Administration
1975 – 1985	Coordinator-in-Charge	ROP District Liaison

La Honda-Pescadero Unified School District – Pescadero, California

1972 – 1974	Principal	Pescadero High School
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Norwalk-La Mirada Unified School District – Norwalk, California

1971 – 1972	Assistant Principal	Excelsior High School
1970 – 1971	Counselor	La Mirada High School
1965 – 1970	Counselor	El Camino High School
1963 – 1965	Instructor	El Camino High School

CALIFORNIA EDUCATION CREDENTIALS

Driver Training and Public Safety	Life
Elementary Teaching	Life
General Administration	Life
General Secondary Teaching	Life
Pupil Personnel Services	Life
Ryan Vocational – Sales and Merchandising	Clear

RITA Zelaya
17566 Harris Way
Canyon Country

OBJECTIVE

Work as a behavior analyst in Applied Behavior Analysis (ABA) interventions for children with Autism Spectrum Disorders.

PROFESSIONAL EXPERIENCE

Behavior Education Services Team
Northridge Ca
VP of Operations
2008-Present

Recruited initially for office manager position, and advanced to VP of Operations. Direct communication with CEO of the company regarding strategic matters, client flow, predictions, staffing, costs/expenses transactions. Provide leadership for a 100+ -person task force

- Ensured quality of service to consumers is above industry standards.
- Field Supervision
- Liaison between families and clinical practitioners
- Worked collaborative with Behaviorist Therapists, Doctors, office staff, contractors and Co-Clinical Directors.
- Ensured policies and procedures are followed and enforced by staff.
- Evaluated the work performance of staff together with the Co-Clinical Director.
- Ensured compliance of established policies and procedures and evaluating employee's contribution to attaining goals and objectives.
- Developed new organizational policies to coordinate functions and operations between department to address expansion and quality assurance programs.
- Established responsibilities and procedures to achieve a smooth flow of operations.
- Carried and reviewed financial statements to determine progress and status in attaining profitability.
- Directed and coordinating the formulation of procedures and policies to increase efficiency of operations.
- Primary contact with Regional Center Service Coordinators.
- Conducted primary screening of regional center referrals.
- Organized referral information and forwards to Clinical Staff.
- Conducted workshops training education for Latino Community (PowerPoint presentation)
- Managed 200+calendars: clients, staff, office events, Clinical Directors and CEO.
- Manage and collaborate in meeting with board of directors, shareholders, staff, clients, vendors, consortium and committees.

Key Results:

- Launched Spanish Service Division resulting 60% growth.
- Opened contracts with Health Insurance Plan to provide Behavior Intervention service to families with health insurance plans.
- Opened administration virtual office in Europe.
- Build relationship with Regional Centers, Health Insurance groups, families' resource centers.
- Part of task force to expand business and open branch offices to serve underserved communities

- Served as chairperson of Insurance Education Committee of California Consortium for Behavior Analyst (CCBA)

Caesar's Carpet & Flooring
Moorpark Ca. 93021
Owner 2005-2008

Opened a 10,000 sq/ft facility in the city of Simi Valley. Serving the Ventura County on all flooring needs, counter tops, and cabinets. Due to economy factors closed business

AAA Flooring Source, Inc.
Camarillo, Ca.
Controller/General Manager 2002-2005

Recruited initially to help owner to open new business and challenged to turnaround new business to grow and have increase of sales and partnered with owner to manage finances. Advanced quickly to dual role as General Manger/Controller.

Directed all operations of the \$3.2 Million business with retail and wholesale sales throughout the Ventura County. Provided leadership for an 11-person workforce and held full financial Planning responsibility. Oversee all finances, business development, marketing, sales, human resources, and administrative affairs.

Selected Results:

- Established financial control, to a new company to a strong and sustained bottom-line profitability in 2 years.
- Implemented an accounting control system that identified gross profit components and empowered Management with data to improve gross profits.
- Instituted new inventory control system and developed excess inventory system that reduced overall inventory and resulted in annual savings.
- Established good relationship with vendors and negotiated line of credits obtaining more favorable terms at reduced rates, improving cash management and securing cash flow for company growth.
- Grew revenues 52% increased annual sales from 1.3 to 2.5 by executing a series of business development initiatives that expanded sales, opened new markets, and built new distribution channels.

QUALITY FINANCIAL
NORTH HOLLYWOOD, CA.,

General Manager/Controller 1998-2002
Company's President Assistance 1993-1998

Recruited to assist CEO direct operation of a 6.5 million business, Solar Energy Company, with commercial and residential solar energy efficiency panels throughout Northern and Southern California. Advanced to General Manager/Controller in 1998 at the Finance Division.

Solar Energy Division as the right-hand of CEO helping dealing with the legal department, accounting department, and negotiation department. CEO resided at Miami Florida. Business was run by creating statistics graphs, implementing other executive decisions and having a daily communication with CEO.

In 1993 promoted to General Manager/Controller for the Finance Division this division was at the time in growing venture. Implemented a full modules accounting software (Megasyss) from accounting software which didn't provide full financial statements.

Key Results:

- Helped launched a Finance Division which generated purchases of contract throughout the Hispanic community with minimal charge-back.
- Computerized and standardized accounting systems report for the Collection Department and Purchasing Department, meeting aggressive monthly timeframe results.
- Created Financial Statements for Bank institutions to obtained securing 5.6 million in funds for Company growth.
- Opened a new division for verification of contract to minimize fraud action on the purchasing of Contracts.
- Established General Ledger control, leading company to a strong and sustained month-end reports empowering CEO and VP with data to improve net profits.

EDUCATION

**Florida Institute of Technology
Board Certified Behavior Analyst 2015-present**

**University of Phoenix-Woodland Hills
Bachelor of Science-Psychology 2010-2014**

**Merrit College-Panorama Ca.
Business Management**

**Business Management Training
Pepsi Co-Irving Ca.**

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References upon request

Section VI.

Section VI. 1

The Bylaws are in the petition.

Section VI. 2

The Articles of Incorporation are in the petition.

Section VII

Lease/Rental Agreement(s) or Similar Documents

Eagle Collegiate Academy submitted a lease agreement proposal for 13136 Sierra Highway, Agua Dulce, CA that the current owner has accepted. Please see attached lease agreement and email acknowledging owner's receipt and acceptance of lease proposal.

This property is in a very picturesque setting that is very conducive to teaching and learning. The property is centrally located for easy accessibility for all families, especially those who may be coming from Antelope and San Fernando Valleys.

Additionally, Eagle Collegiate Academy Foundation, ECAF, has notified the owners of the following properties of ECAF's intention to negotiate the sale of the respective lots as alternative sites for the school. The properties in no particular order are located at:

1. 15 Vac/Vic Deerglen Lane, Agua Dulce, CA – 150 acres
2. 0 Alpine Street, Agua Dulce, CA - 23 parcels
3. 9807 Sierra Highway, Agua Dulce, CA – 27.28 acres

Certificate(s) of Occupancy (if not included in petition)

The staff at the Los Angeles County, LAC, Department of Public Works, DPW, notified ECA that while no Certificate of Occupancy currently exists for the property, there have been permits pulled for the property for different projects in recent years. The LAC DPW staff also advised ECA that a Certificate of Occupancy would be issued to the owners when all the required building and safety requirements have been certified prior to occupancy by the school. The building was recently used as a church.

This property was very recently used as a church with functional utilities and amenities such as a full kitchen, private wells for water, electricity, and plumbing. ECA will work in conjunction with the owner to ensure that the Certificate of Occupancy is issued prior to school opening. Our architect has a good working relationship with the Los Angeles County Department of Public Works' staff, LACDPW, and is familiar with the LACDPW's protocols and timelines for permits. Our architect will oversee the necessary tenant improvements. ECA will ensure the facility is compliant with the most-up-to-date ADA regulations. ECA will ensure that the school facility will maintain compliance with all county code regulations and requirements and will work with LACOE personnel to ensure school-specific health and safety aspects of the site are met. The property has enough acreage that allows ECA to place modular classrooms /buildings as needed. This property is zoned for commercial use. The Los Angeles County Department of Public Works advised ECA that areas and facilities zoned for commercial use are suitable for educational purposes. This property is suitable to house ECA PK-12 instructional program.

The LAC DPW staff also shared with ECA Team during our on-going communication with the staff that it would be really great for the property to be used in a positive way.



COMMERCIAL LEASE AGREEMENT
 (C.A.R. Form CL, Revised 12/15)

Date (For reference only): August 2, 2018

Aqua Garden Inc. ("Landlord") and
Eagle Collegiate Academy ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 13136 Sierra Hwy, Aqua Dulce, CA ("Premises"), which comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) July 1, 2019 ("Commencement Date"),
 (Check A or B):

- A. **Lease:** and shall terminate on (date) _____ at _____ AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- (1) \$ 8,000.00 per month, for the term of the agreement.
- (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
- (4) In accordance with the attached rent schedule.
- (5) Other: Main Building by road-front of property at 13284 Sierra Hwy included in lease agreement.

- B. Base Rent is payable in advance on the 1st (or day) of each calendar month, and is delinquent on the next day.
- C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
- B. Payment: Rent shall be paid to (Name) _____ at (address) _____, or at any other location specified by Landlord in writing to Tenant.
- C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

- A. Tenant agrees to pay Landlord \$ 10,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
- C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (_____) (_____)

Tenant's Initials (DK) (_____)



Premises: 13136 Sierra Hwy, Agua Dulce, CA

Date August 2, 2018

7. PAYMENTS.

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From _____ To _____ Date Date	\$ _____	\$ _____	\$ _____	_____
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ _____	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to parking lots unreserved and _____ reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____
 The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ _____ as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
 Items listed as exceptions shall be dealt with in the following manner: _____
12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant Billed to Eagle Collegiate Academy
14. **PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____
OR B. (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as _____
 No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. **MAINTENANCE:**
A. Tenant **OR** (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord **OR** (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and brush clean up as needed.

Landlord's Initials (_____) (_____)

Tenant's Initials (DR) (_____)



Premises: 13136 Sierra Hwy, Agua Dulce, CA

Date August 2, 2018

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within **60** (or _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ _____ and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (_____) (_____)

Tenant's Initials (DF) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

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Premises: 13136 Sierra Hwy, Agua Dulce, CA

Date August 2, 2018

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials DK / _____

Landlord's Initials (_____) (_____)

Tenant's Initials (DK) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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Eagle Colleague



Premises: 13136 Sierra Hwy, Agua Dulce, CA Date August 2, 2018

36. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: Proposal to expire in 60 days.

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)

41. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
 Listing Agent: _____ (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
 Selling Agent: Patron Realty Group (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (_____) (_____)

Tenant's Initials (DK) (_____)



Premises: 13136 Sierra Hwy, Agua Dulce, CA

Date August 2, 2018

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date 8/2/18

Eagle Collegiate Academy
 (Print name)

Address P.O. Box 803234 City Santa Clarita State CA Zip 91380

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
 Guarantor _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord _____ Date _____
 (owner or agent with authority to enter into this agreement) Aqua Garden Inc

Address _____ City _____ State _____ Zip _____

Landlord _____ Date _____

Address _____ City _____ State _____ Zip _____
 (owner or agent with authority to enter into this agreement)

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Patron Realty Group CalBRE Lic. # 01921148

By (Agent) _____ CalBRE Lic. # 01265321 Date _____

Randy Conrad

Address 28019 Eagle Peak Ave. City Santa Clarita State CA Zip 91387

Telephone (661)373-1881 Fax (661)554-7348 E-mail randy@randyconrad.com

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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TAB 3D:

ECA Response to LACOE Staff Report



Eagle Collegiate Academy

A proposed Pre-K to 12th College Preparatory Charter School
P. O. Box 803234 Santa Clarita, CA 91380 Phone: (661) 347-6016
www.eaglecollegiateacademy.org e-mail: eaglecollegiate@gmail.com

December 18, 2018

Via: Email and Hand Delivery

Debra Duardo, Superintendent
Los Angeles County Office of Education
9300 Imperial Highway
Downey, CA 90242

RE: Eagle Collegiate Academy Response to County Report on the Application of California Code of Regulations, Title 5 Section 11967 to its Charter Petition

Dear Dr. Duardo, President Saenz, and Members of the Los Angeles County Board of Education:

The purpose of this letter is to respond to Los Angeles County Office of Education's ("LACOE") Staff Report on the Application of 5 CCR 11967 to the Eagle Collegiate Academy ("ECA" or the "Charter School"), Grades PK-12: Appeal of a Petition to Establish a Charter Previously Denied by Acton-Agua Dulce Unified School District ("AADUSD") Board of Education ("Staff Report"), and to demonstrate that the Report does not constitute sufficient legal grounds to apply 5 CCR 11967 to the ECA charter petition

Legal Standard

At the outset, we point out that the Education Code provides specific guidance to governing boards to approve the establishment of charter schools. Education Code Section 47605(b) states:

In reviewing petitions for the establishment of charter schools, the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged. (Emphasis added.)

Education Code Section 47605(j)(1) provides the legal basis for the appeal of a charter petition as follows:

If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education. The county board of education shall review the petition pursuant to subdivision (b).

Education Code Section 47605(b) provides the legal basis for the review of a charter petition as follows:

Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 60 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if

both parties agree to the extension.

Education Code Section 47605(b) provides the legal basis for the denial of a charter petition as follows:

The governing board of the school district shall grant a charter for the operation of a school under this part if it is satisfied that granting the charter is consistent with sound educational practice. The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
 - (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
 - (3) The petition does not contain the number of signatures required by subdivision (a) [of Education Code Section 47605].
 - (4) The petition does not contain an affirmation of each of the conditions described in subdivision (d) [of Education Code Section 47605].
 - (5) The petition does not contain reasonably comprehensive descriptions of [the 15 required elements].
 - (6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school [].
- (Emphasis added.)

Accordingly, the law dictates that the default position is for an authorizer to *approve* a charter petition, unless it makes written factual findings to support a denial.

LACOE staff's recommendation in the Report that the County Board vote to take no action on ECA's petition because "ECA's current petition contains few changes from its two prior petitions" is factually inaccurate and vague. Pursuant to the concerns and responses identified below, we request the Board not to vote to take no action on ECA's establishment charter petition, but instead, to direct County staff to conduct a thorough review of ECA's establishment charter petition, which contains, as outlined below, significant changes compared to previous versions of ECA's charter petitions.

Timeline Concerns

On November 13, 2018, ECA submitted its establishment charter petition on appeal to LACOE after the AADUSD Board denied the petition. On November 20, 2018, ECA's petition was deemed complete by LACOE staff, and on November 27, 2018, ECA submitted the required 13 copies of its charter petition to LACOE. During a telephone conversation on November 28, 2018 about dates to schedule the public hearing, capacity interview and decision for the ECA petition, LACOE staff expressed concerns about having enough staff to conduct a review of ECA petition because of the upcoming holidays. When staff notified the ECA team on December 12, 2018 about the plan to recommend that the County Board not hear ECA's appeal, staff indicated that the decision will accelerate ECA's timeline to appeal to the State Board of Education.

ECA team made it clear to staff that a County Board decision on ECA's petition appeal on December 18, 2018 as opposed to on January 8, 2019 as was originally decided by Staff as the County Board Vote date would not accelerate the timeline to appeal to the State Board of Education as a decision on either date would still allow for ECA to submit an appeal to the SBE for the May 2019 meeting.

Staff also stated that the reason for this recommendation is because the County Board usually does not approve petitions that are presented several times to the Board, and hence, should our petition make it to a vote, it would likely be a denial. However, we are aware of a situation where the County Board has approved a charter petition presented several times before the Board, in the case of Alma Fuerte Charter. Thus, such reasons seem insufficient to support County Staff's recommendation for no action on the ECA petition.

Also, addressed again below, if the County Board refuses to hear our appeal, ECA will lose the PCSGP funding that we have been found eligible for, because schools have to be approved by March 2019 to access the funds. However, the earliest SBE meeting that ECA can have its appeal heard is the May 8, 2019 SBE meeting. Thus, a non-action by County staff on our petition, without an actual review by County staff of our revised and updated charter petition, would result in the devastating loss of both crucial funds and time necessary for a smooth school opening.

Eagle Collegiate Academy Responses to LACOE Report on the Application of 5 CCR 11967 to the ECA Charter Petition

Below, please find excerpts from the Report (in *italicized* text), in the order in which they were presented, immediately followed by the Charter School's response (in plain text). In addition to the responses to the Report below, ECA has prepared a comparison table of LACOE's findings in December 2017 and in July 2018 for ECA's earlier charter petition submissions, a detailed table highlighting the key changes to the charter petition in the July 2018 version and another detailed table highlighting the key changes to the most recently submitted version in November 2018.

LACOE Report

Background Information

ECA has made four unsuccessful attempts to obtain a District-level charter. ECA was previously denied once by Sulphur Springs Union School District (SSSD) on December 7, 2016 and three times by AADUSD on May 11, 2017, April 26, 2018, and November 8, 2018. ECA has submitted two prior appeals to the Los Angeles County Board of Education following denial by AADUSD. The County Board denied the first petition on December 12, 2017 by a vote of five to zero. On July 24, 2018, the County Board took no action on the second appeal, with a split vote of three to two in favor of denial. ECA did not appeal to the State Board of Education on any of its prior petitions, and is now requesting that the County Board hear a third appeal on a substantially similar petition.

ECA Response

Sulphur Springs Union School District ("SSUSD") Findings:

SSUSD staff stated in their findings that the District lacked expertise in overseeing high schools; specifically, their report stated, "the Charter School's choice to include high school students is questionable and potentially problematic in light of the District's status and expertise in serving elementary school children." (Emphasis added.) It is important to note that SSUSD found our educational program presented in the petition to be sound.

AADUSD Findings:

ECA took this statement to heart as we reflected on next steps. At the same time, our realtor notified us of a reasonably priced property on Sierra Highway in Agua Dulce that just became available then. Since AADUSD is the only K-12 school district in the area where we wished to establish ECA, and since the location is centrally located for all the families from Antelope, San Fernando and Santa Clarita Valleys that have showed interest in ECA, our team met with AADUSD staff over several months prior to submitting our charter petition to AADUSD. It is important to note that AADUSD found our educational program to be sound on each of the three occasions.

Thus, with the understanding that ECA had a strong educational program, we engaged with District staff, and later, with County staff, to make revisions and address the concerns that the respective Boards raised regarding the ECA petition.

LACOE Report

Summary of Changes from Previous Petition

Following the County Board's July 24, 2018 vote to take no action, ECA made few changes to its petition prior to resubmitting the petition to AADUSD. Along with minor changes to the proposed curriculum, ECA replaced one member of its board. Despite the changes that have been made, the petition is substantially the same as the two prior versions that were submitted to the County Board. ECA's curriculum, including use of the International Baccalaureate program, remains largely unchanged. ECA's leadership consists of the same key personnel as the prior petition. ECA provides the same projected enrollment numbers as in the prior petition, which staff previously determined were overly aggressive and unrealistic for the area in which ECA proposes to operate. ECA has made no significant changes to its budget, despite staff findings that the prior petitions presented an unrealistic budget.

ECA Response

This summary of the changes made to the ECA petition is conclusory and factually incorrect. Following the July 24, 2018 vote by the LACOE Board resulting in a non-action on the ECA petition, ECA made substantive changes to the petition prior to re-submitting to AADUSD, and to LACOE on appeal. Please find below a summary of the key changes to the current version of the ECA charter petition:

1. Instructional Program

When LACOE staff evaluated this petition in December 2017, it determined that the petition presented a **sound educational program**. Following the December 2017 LACOE denial, our team took the decision to heart and decided to rework the petition rather than appealing the decision guided by the findings and consultation with CCSA, IB regional school developer, experienced charter attorneys and back office vendors, in addition to similar recommendation from LACOE staff (prior to the December 2017 denial by the County Board) to pull the petition prior to vote, make suggested changes and resubmit to AADUSD. Yet this reworked petition was determined to be unsound by LACOE staff in July 2018. The July 24, 2018 no action decision by the County Board did not provide ECA team enough time to appeal to the State Board of Education.

Immediately following the July 24, 2018 no action decision, ECA team reached out to LACOE staff both in writing and via telephonic communication to receive clarity and guidance about the findings.

Staff shared with our team that they did not think STEAM should be included with IB even though our team explained that IB incorporates STEAM related courses. However, to be responsive to Staff, our team complied and removed STEAM. Once again guided by the findings and in consultation with experts in the field, ECA team reworked this current petition. Hence this current petition is not “substantially the same as the two prior versions that were submitted to the County Board.” While the number of pages of the petitions do not necessarily show substance, however, the petition decided on by the County Board in December 2017 was 150 pages, the petition decided on in July 24, 2018 was 207 pages and the current petition is 253 pages. 103 more pages were added to the original version of the charter petition to bolster our petition in response to the various feedback received from District and County staff and Board members.

All the petition elements were reworked significantly as shown in the tables below. However, Elements 1- Description of Educational Program, 2 -Measurable Pupil Outcomes (MPOs) and 3 - Method for Measuring Pupil Progress were substantively reworked to make sure that all subgroups (English Learners, students with disability, foster youth, homeless youth and socially disadvantaged students’) needs, challenges, ECA supports for all students, MPOs and methods for measuring pupil progress all students are abreast with current statue. Element 10 - Suspension and Expulsion Procedures was completely replaced to meet most current law.

2. Team Capacity

Staff indicated that team capacity refers to both ECA staff and board members and that they would like to see more team members at the capacity interview. Staff also stated that since ECA is not yet operating that it would be okay to only identify team members that would take leadership roles. Based on these recommendations:

- We used the surplus from this year’s LCFF funding to create a full time position for an EL Coordinator in this current petition rather than a part-time position.
- We also identified our founding teachers with expertise in Special Education to take the lead teacher position.
- The ECA Board accepted a new board member after two board members retired.
- We have also identified a very skilled office manager with extensive charter school experience.
- We added the description of a counselor in the petition, which was missing.

As a result of questions raised during the capacity interview regarding IB experience, our team, out of our own volition, toured Goethe International Charter School, an IB School Authorized by LAUSD since 2008, and which was just authorized to add IB Middle Years Programme (“MYP”). Our tour of the classrooms, discussions with teachers, administration and parents gave our team great insights, and validated our decision to meet the request of our interested families for a PK-12 school with an IB program. Goethe staff also confirmed that they did not have IB training prior to being hired.

In response to Staff comments and concerns regarding prior IB experience for staff, even before IB application and candidacy, a team of parents, staff, CEO, board members and a teacher we identified to become the IB Coordinator for ECA attended an IB Forum hosted by IB school developers and the California Association of IB World Schools at Downtown Magnet School in Los Angeles where we networked with nearby IB schools. We did this despite the fact that, as we shared with County staff, IB does not require teachers to have prior IB experience before being hired because IB will train the school leader and teachers after the school receives candidacy and is operational, which is supported by the letter from Mr. Evans, IB Regional School Developer that was read on his behalf during the ECA public hearing on December 11, 2018. Our team is really looking forward

to showing Staff during the capacity interview how much we have been responsive to their recommendations in seeking out opportunities to prepare to operate ECA.

3. Enrollment

Contrary to the Report, LACOE Staff has never “previously determined” that our enrollment projection is “overly aggressive and unrealistic for the area in which ECA proposes to operate.” Thus, such a statement in the Report is inaccurate. Nevertheless, our enrollment projection is based on families’ and students’ interest, which were shared with AADUSD staff via parent signatures and also based on the intent to enroll figures. Due to an on-going and vigorous community outreach efforts over the last year, ECA had received enrollment interest from PK-8 parents who are meaningfully interested in enrolling their child or children at our school translating to potentially about 400 students. ECA continues to receive student interest. ECA’s proposed enrollment of 355 for grades K-8 is definitely not aggressive considering that the total enrollment per grade level as clearly indicated in the petition ranges from 25 – 40.

4. Location

As already stated above, contrary to the Report, LACOE Staff has never “previously determined” that our enrollment projection is “overly aggressive and unrealistic for the area in which ECA proposes to operate.” Thus, such a statement in the Report is inaccurate, factually misleading and a conjecture. ECA’s proposed site is centrally located on Sierra Highway, a major alternate route for commuters and travelers between the Antelope Valley and the San Fernando Valley who want to avoid the excruciating traffic on CA Highway 14. The location is only about 5 minutes’ drive from the CA Highway 14. ECA’s proposed location is very accessible and will not negatively impact enrollment.

5. Fiscal Impact

Our team also addressed start-up funding by applying for the Public Charter Schools Grant Program (“PCSGP”). The ECA application passed peer review making it eligible for up to \$475,000 upon approval. The ECA team also completed CDE PCSGP Reporting and Accountability Training for applicants that passed the peer review held December 4, 2018. The funds and an approval from the County Board will allow ECA to have 6 months to prepare to open for the 2019/20 school year. The letter from PCSGP is in Sections 1.3 and IV.9 of ECA’s submitted petition packet.

If the County Board refuses to hear our appeal, ECA will lose the PCSGP funds that it has been found eligible for, because schools have to be approved by March 2019 to access the funds, which is before the May 8, 2019 SBE meeting—the earliest SBE meeting where ECA’s appeal to the SBE can be heard. Hence both crucial funds and time necessary for a smooth school opening will be lost as a result if County Board chooses not to hear the ECA appeal.

6. Budget at 80% Enrollment

ECA also included a budget at 80% proposed enrollment to address concerns of not meeting our proposed enrollment, despite ECA’s confidence that we will meet and or exceed our proposed enrollment target.

7. Increase in Budgeted Cost for Services

Although this was never a LACOE Finding, to be responsive to AADUSD, ECA has already addressed this by using the increased LCFF State funds to increase the budgeted expenses in order to be **responsive** to Staff’s prior request. However, with ECA’s PCSGP application having met the RFA scoring criteria by receiving a passing score by the peer reviewers which makes ECA eligible

for up to \$475,000 upon approval of its petition, ECA will have additional funds for both start-up and first year expenses. Hence Staff's assertion that "ECA has made no significant changes to its budget, despite staff findings that the prior petitions presented an unrealistic budget" is not accurate.

8. The comparison tables based on the December 2017 and July 2018 findings are below.

Table 1 compares the findings from December 2017 and July 2018. The items in red highlight the changes. The table shows that Element 8 - Admissions Requirements and Element 14 - Dispute Resolutions met requirements in July 2018 with few technical changes but did not meet requirements in December 2017. Finding 4 - Affirmation of Specified Conditions, Element 15 and Finding 6 - Standards, Assessments and Parent Consultation moved to meeting the requirements without any technical changes needed.

This means that per the July 2018 findings, 5 sections of the petition showed growth while no other section moved from meeting the requirement to not meeting the requirement except Finding 1-Sound Educational practice which we already discussed represents inconsistent recommendation. Hence, based on the July findings, ECA July 2018 petition showed significant changes when compared to December 2017 petition.

Table 2 highlights how ECA addressed the findings from December 2017 and where to find them in the petition that was decided in July 2018.

Table 3 highlights how ECA addressed the findings from July 2018 and where to find them in the current petition.

Conclusion

The ECA team has demonstrated that significant and substantive changes were made to the ECA establishment charter petition submitted to LACOE on appeal, in addition to our responsiveness to LACOE staff's capacity interview questions. We are looking forward to sharing with County staff the changes we made and are willing to work with staff to accommodate any time constraints they may have. However, the only way that County staff and the County Board can accurately review and evaluate all of the changes made to our charter petition is for County staff to conduct a full review of our current petition. Hence, ECA fervently implores the County Board, on behalf of all ECA team members and interested families, to deny the staff recommendation to vote to take no action upon ECA's petition, and instead to direct County staff to conduct a full review of ECA's establishment charter petition.

Sincerely,

Ogo Okoye-Johnson

Ogo Okoye-Johnson, Ph.D.

Secretary, Eagle Collegiate Academy Board

cc: Janelle A. Ruley and Sei Hee Park, Attorneys at Law, Young, Minney and Corr, LLP

**Eagle Collegiate Academy Petition Received on Appeal
Comparison of December 2017 and July 2018 LACOE Staff Finding**

Summary of Required Charter Elements Pursuant to <i>Education Code Section 47605(b)</i>			
Findings 1-5 are Grounds for Denial Pursuant to <i>EC 47605(b)</i>		(12/17) Meets Requirements* (7/18)	
Finding 1	Sound Educational Practice	Yes	No
Finding 2	Ability to Successfully Implement Intended Program	No	No
Finding 3	Required Number of Signatures	Yes	Yes
Finding 4	Affirmation of Specified Conditions	Yes*	Yes
Finding 5: The charter petition contains a reasonably comprehensive description of all required elements.	1	Description of Educational Program	No
	2	Measureable Pupil Outcomes	No
	3	Method for Measuring Pupil Progress	No
	4	Governance Structure	No
	5	Employee Qualifications	No
	6	Health and Safety Procedures	Yes*
	7	Racial and Ethnic Balance	No
	8	Admission Requirements	No
	9	Annual Independent Financial Audits	Yes*
	10	Suspension and Expulsion Procedures	No
	11	Retirement Coverage	Yes
	12	Public School Attendance Alternatives	Yes
	13	Post-employment Rights of Employees	Yes
	14	Dispute Resolution Procedures	No
	15	Closure Procedures	Yes*
Finding 6: The charter petition meets the additional statutory requirements <i>EC 47605 (c), (e) – (h), (l) and (m)</i>	(c)	Standards, Assessments and Parent Consultation	No
	(e)	Employment is Voluntary	Not applicable
	(f)	Pupil Attendance is Voluntary	Not applicable
	(g)	Effect on Authorizer and Financial Projections Facilities, Administrative Services, Civil Liability and Financial Statements	No
	(h)	Targets Academically Low Achieving Pupils**	Does not qualify
	(l)	Teacher Credentialing	Yes
	(m)	Transmission of Audit Report	Yes
<p><i>*Elements marked as meeting requirements may need further explanation, adjustment, or technical changes; however, they are reasonably comprehensive and/or substantively comply with regulatory guidance and the LACOE standard of review described in Board Policy and the Superintendent's Administrative Regulations.</i></p> <p><i>**Charters created to target academically low achieving pupils are given a priority for authorization</i></p>			

December 2017 Addressed Findings Found in the May 2018 Petition

Summary of Required Charter Elements Pursuant to Education Code Section 47605(b)				
Findings 1-5 are Grounds for Denial Pursuant to EC 47605(b)		Meets*	Addressed in Section / Page	
Finding 1	Sound Educational Practice	Yes	NA	
Finding 2	<p>Ability to Successfully Implement Intended Program</p> <p>Indicator 2: 1. Ps stated during C I that ECA SWD might be 10% of Enrollment but AADUSD is 17%</p> <p>2. CEO will certify attendance registers instead of teachers. 3. P lacks needs/measurable outcomes of foster youth and socio-economically disadvantaged. 4. Has 16 required elements instead of 15.</p> <p>Indicator 3: 1. Credit Card and Returned Check Policy; 2. No startup funds; Not enough funds for SPED; 3. No COO for facility;</p> <p>Indicator 4. No school leader</p>	No	<p>Updated petition on:</p> <p>2.3. Pages 98-117 Added measurable outcomes for foster youth and socio-economically disadvantaged</p> <p>2.4. Has 15 elements instead of 16</p> <p>3.1. Corrected Credit Card and Returned check policy – Fiscal Policies</p> <p>Budgeted for 2 additional Special education teachers, Startup funds were already budgeted - Budget</p> <p>3. Working with County Public Works for COO -Appendix L</p> <p>4. page 11- Identified the School leader</p>	
Finding 3	Required Number of Signatures	Yes	NA	
Finding 4	Affirmation of Specified Conditions Included "and who submit a timely application"	Yes*	Pg. 3 Removed "and who submit a timely application."	
Finding 5: The charter petition contains a reasonably comprehensive description of all required elements.	1	Description of Educational Program	No	
		<p>Element 1: 1. Identify interests, back ground and challenges of specific student groups. 2A. Instructional program while ECA pursues IB authorization. 2B. MS & HS Course description while waiting for IB</p> <p>2C. HS Core Courses ELA and Math.</p> <p>2D. CCSS aligned SS, Science and Math</p> <p>HS textbooks not included.</p> <p>2E. No Math Placement Policy.</p> <p>Needs of SWD</p> <p>Needs of ELs and LTELs</p>	<p>Updated petition on</p> <p>1:1 pages 19-22; Target Student Population</p> <p>2A. pages 31, 46-77;</p> <p>2B. Appendix C; IB Schools do not have to wait to be authorized to participate fully in all IB programs.</p> <p>2C. Appendix G; List of HS Courses</p> <p>2D pages 44-45, 60;</p> <p>2E. pages 60-63</p> <p>Pages 98-117</p> <p>Pages 92-98</p>	
	2	Measurable Pupil Outcomes	No	Pages 119-139
		<p>P did not include -MPOs for all groups; IB Program MP; and TK-2 MPO</p>	<p>These pages in the petition show the MPOs for all groups, IB and TK-2</p> <p>NWEA MAP tests will be used to assess TK -2</p>	
3	Method for Measuring Pupil Progress	No	Pages 119-139	
	<p>No Vertically aligned assessments to measure the growth of grades TK-2 students in ELA and Math.</p> <p>Listed 10th grade for Fitness test</p>	<p>Updated petition and added more vertically aligned assessments to measure the growth of grades TK-2 students in ELA and Math</p> <p>Corrected to 9th grade takes Fitness test</p>		
4	Governance Structure	No	Pages 145-146 and Bylaws	
	<p>1. Section 5.5 of the ECA bylaws allow up to 40% of the directors to be current employees or interested parties. 2.</p>	<p>Updated bylaws Section 5.5 and Section 11.1 of the ECA bylaws to reflect the changes.</p>		

	Section 1 I.1 of the ECA bylaws does not comply with Government Code section 1090. Org Chart does not have SSC		Appendix K -Org Chart added SSC
5	Employee Qualifications 1. Did not include job descriptions for Education Specialist/Special Education Teacher, After School Coordinator, Climate Assistant/ Before School Coordinator, and Custodian. 2. Instructional Support and Office Manager's job descriptions lack minimum education level.	No	Pages 149-155; Updated petition to reflect the job descriptions and minimum education levels of specified staff in findings
6	Health and Safety Procedures Does not include mandatory assessment at least once each four years for the examination of faculty and staff for tuberculosis as described in EC 49406.	Yes*	Pages 156-161 Updated petition to reflect mandatory assessment at least once each four years for the examination of faculty and staff for tuberculosis as described in EC 49406.
7	Racial and Ethnic Balance 1. Lacks accurate demographic description of the general population residing in the school district 2. provide benchmarks that measure whether the applicant pool is reflective of the district. 3. provide specific outreach strategies including locations and times, specific media outlets,...and to appropriate socioeconomic groups.	No	Pages 162-165 Updated petition to include up to date demographic description, benchmarks for applicant pool and additional outreach strategies.
8	Admission Requirements Provide an enrollment cap on the preference for "children of ECA's founding families, board members and employees." Per LACOE BP, this is not to exceed 10%.	No	Pages 166-169 Updated petition to include that "children of ECA's founding families, board members and employees." Per LACOE BP, this is not to exceed 10%.
9	Annual Independent Financial Audits Lacks the following required statement: Financial reporting to charter agency would be carried out in pursuant to EC 47604.33.	Yes*	Page 170 Updated petition to include required statement.
10	Suspension and Expulsion Procedures	No	Pages 171-189 This entire section was completely replaced under CCSA's guidance
11	Retirement Coverage	Yes	NA

	12	Public School Attendance Alternatives	Yes	NA
	13	Post-employment Rights of Employees	Yes	NA
	14	Dispute Resolution Procedures Does not state that in the event any dispute arises between the charter school and LACOE, both parties agree to use the procedure as stated herein, except for any dispute that is any way related to revocation of the charter school.	No	Pages 194-195 Updated petition to include required statement.
	15	Closure Procedures 1. Does not designate a responsible entity to conduct closure-related activities. 2. Fails to describe the procedures for the transfer and maintaining of student and personnel records.	Yes*	Pages 196-197 Updated petition to include required designations and transfer/maintenance of student and personnel records procedures.
Finding 6: The charter petition meets the additional statutory requirements. EC 47605 (c), (e) – (h), (l) and (m)	(c)	Standards, Assessments and Parent Consultation Does not have SSC	No	Pages 145-146 Pages Updated petition to include SSC
	(e)	Employment is Voluntary	NA	Not applicable
	(f)	Pupil Attendance is Voluntary	NA	Not applicable
	(g)	Effect on Authorizer and Financial Projections Facilities, Administrative Services, Civil Liability and Financial Statements No Certificate of Occupancy (COO)	No	Section VII; Appendix L Working with realtor, architect and County dept. of public works to get COO
	(h)	Targets Academically Low Achieving Pupils**	Does not qualify	Does not qualify
	(l)	Teacher Credentialing	Yes	NA
	(m)	Transmission of Audit Report	Yes	NA
*Elements marked as meeting requirements may need further explanation, adjustment, or technical changes; however, they are reasonably comprehensive and/or substantively comply with regulatory guidance and the LACOE standard of review described in Board Policy and the Superintendent's Administrative Regulations. **Charters created to target academically low achieving pupils are given a priority for authorization				

July 2018 Addressed Findings Found in the November 2018 Petition

Summary of Required Charter Elements Pursuant to <i>Education Code</i> Section 47605(b)			
Findings 1-5 are Grounds for Denial Pursuant to <i>EC 47605(b)</i>		Meets*	Addressed in Section / Page
Finding 1	<p style="text-align: center;">Sound Educational Practice</p> <p>1.Goals for a combined suspension and expulsion rates of 5%, significantly higher than the District suspension rate of 0.4% and expulsion rate of 0.01%, and the proposed Suspension and Expulsion Procedures (Element 10) contain numerous deficiencies that may lead to violations of students' due process rights.</p> <p>2. Finding 5, evidence of a comprehensive plan for curriculum, professional development, assessment, and meeting the needs of student groups expected to enroll</p>	No	<p>All Elements and Appendices specifically Elements 1,2,3 and 10</p> <p>1.Updated petition with new suspension rate of less than one percent and an expulsion rate of less than one percent.</p> <p>2. Expounded on curriculum, professional development, assessment, and meeting the needs of student groups</p>
Finding 2	<p>Ability to Successfully Implement Intended Program</p> <p>1. English Language (EL) instruction and special education as described in Finding 5, Element 1.</p> <p>2. Conflict of interest and dispute resolution as described in Finding 5, Elements 4 and 14.</p> <p>3. Suspension and expulsion as described in Finding 5, Element 10.</p> <p>4. No experience with IB</p> <p>5. Returned Check Policy</p> <p>Credit Cards: The credit card procedure allows for individuals other than the card bearer, the Chief Executive Officer (CEO), to make purchases on the school credit card.</p> <p>6.Startup Funds</p>	No	<p>Elements 1, 4, 10 14; Fiscal Policy; Budget</p> <p>Updated petition on</p> <p>Pages 15-180 -Reworked EL and special education program and the areas below with legal experts help.</p> <p>Pages 239-241 Updated conflict of interest and dispute resolution</p> <p>Pages 213-234 Replaced suspension and expulsion</p> <p>No prior IB experience needed per IBO</p> <p>Returned check policy was also addressed in previous petition which LACOE staff corrected. ECA will follow LACOE credit card policy.</p> <p>Eligible to receive PCSG up to \$475, 000</p>
Finding 3	Required Number of Signatures	Yes	NA
Finding 4	Affirmation of Specified Conditions	Yes	NA
Finding 5: The charter petition contains a reasonably comprehensive description of all required	1	Description of Educational Program	No
		<p>A. Specific needs and challenges of students with disabilities, homeless and foster youth, and socioeconomically disadvantaged students.</p> <p>B. Description of how to systemically identify and respond to the academic and socio-emotional needs of student groups</p> <p>C. Describe program for English learners (ELs)</p> <p>D. PD Plan</p> <p>E. RTI and SST Process</p>	<p>Pages 15-146</p> <p>Updated petition and Expounded on the following:</p> <p>Plan for serving EL</p> <p>Plan for serving students with disabilities</p> <p>Plan for homeless and foster youth, and socioeconomically disadvantaged students</p> <p>ELD Curriculum</p> <p>Created a full time ELD coordinator</p> <p>PD Plan for staff</p> <p>RTI and SST process</p>
	2	<p>Measureable Pupil Outcomes</p> <p>1., Goals such as of suspension and</p>	No
			<p>Pages 147-178</p> <p>Updated petition with new suspension rate of</p>

elements.	expulsion rates of below 5%. 2. Pupil outcomes to align with state priorities utilize a variety of assessment tools that are appropriate to the skills,		less than one percent and an expulsion rate of less than one percent. Updated petition and Expounded on the goals for all subgroups
3	Method for Measuring Pupil Progress 1. Develop common and benchmark assessments. 2. Define a Universal Tool to use to assess and monitor students performing below grade and those participating in the RtI program.	No	Pages 147-178 Expounded on use of a variety of assessment tools, and common benchmark assessments PD for teachers Universal Tool for assessing students
4	Governance Structure The organization chart includes lines of supervision that are in direct conflict	No	Pages 179-187 Appendix K Updated petition and Created a new organizational chart
5	Employee Qualifications Add job descriptions or qualifications for the school counselor.	No	Pages 188-195 Updated petition to reflect the job description of counselor.
6	Health and Safety Procedures Describe the procedure for the screening of pupils' vision and hearing and the screening of pupils for scoliosis.	Yes*	Pages 196-202 Updated petition to reflect the procedure for the screening of pupils' vision and hearing and the screening of pupils for scoliosis.
7	Racial and Ethnic Balance 1. Provide benchmarks that measure whether the applicant pool is reflective of the district. 2. Provide specific outreach strategies including locations and times, specific media outlets,...and to appropriate socioeconomic groups.	No	Pages 203-207 Updated petition to expound on benchmarks for applicant pool and additional outreach strategies although it was addressed in previous petition.
8	Admission Requirements Stated preferences are not clearly defined. As stated, it is unclear how preferences are implemented; some categories are treated as exemptions.	Yes*	Pages 208-211 Updated petition and made additional clarifications about admissions preferences
9	Annual Independent Financial Audits The petition fails to specify the timeline in which audit exceptions will typically be addressed.	Yes*	Pages 212 Updated petition to adhere with District or County timeline.
10	Suspension and Expulsion Procedures	No	This entire element 10 was completely replaced under legal experts' guidance
11	Retirement Coverage	Yes	NA
12	Public School Attendance Alternatives	Yes	NA
13	Post-employment Rights of Employees	Yes	NA
14	Dispute Resolution Procedures LACOE shall not intervene in any internal disputes without the consent of the board	Yes*	Pages 239-241 Updated petition to adhere with District or County timeline.

		of directors of the charter school.		
	15	Closure Procedures	Yes	NA
Finding 6: The charter petition meets the additional statutory requirements. EC 47605 (c), (e) – (h), (l) and (m)	(c)	Standards, Assessments and Parent Consultation	Yes	NA
	(e)	Employment is Voluntary	NA	Not applicable
	(f)	Pupil Attendance is Voluntary	NA	Not applicable
	(g)	Effect on Authorizer and Financial Projections Facilities, Administrative Services, Civil Liability and Financial Statements No Certificate of Occupancy (COO)	No	Section VII; Appendix L Continue Working with realtor, architect and County dept. of public works to get COO
	(h)	Targets Academically Low Achieving Pupils**	Does not qualify	Does not qualify
	(l)	Teacher Credentialing	Yes	NA
	(m)	Transmission of Audit Report	Yes	NA
	<p><i>*Elements marked as meeting requirements may need further explanation, adjustment, or technical changes; however, they are reasonably comprehensive and/or substantively comply with regulatory guidance and the LACOE standard of review described in Board Policy and the Superintendent's Administrative Regulations.</i></p> <p><i>**Charters created to target academically low achieving pupils are given a priority for authorization</i></p>			