

AGENDA

LOS ANGELES COUNTY BOARD OF EDUCATION

9300 Imperial Highway, Downey, CA 90242

Phone (562) 922-6128 Fax (562) 469-4399

Board Member Remote Participation:

TO LISTEN BY TELEPHONE: (669) 900-9128

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No. 20: 2024-2025

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Board Meeting February 18, 2025 2:30 p.m.

Dr. Ramirez **STUDY SESSION:** Introduction of Board Members Responsibilities under the Head Start Act and Program Performance Standards – **2:30 p.m.**

I. PRELIMINARY ACTIVITIES – 3:00 p.m.

- Dr. Johnson
Mrs. Foggy-Paxton
Dr. Perez
Dr. Johnson
- A. Call to Order
 - B. Pledge of Allegiance
 - C. Ordering of the Agenda
 - D. Approval of the Minutes
 - 1. February 11, 2025

II. COMMUNICATIONS: BOARD OF EDUCATION / SUPERINTENDENT / PUBLIC

III. PRESENTATIONS (None)

Dr. Ramirez

IV. HEARINGS

- Dr. Ramirez/Dr. Simon
Ms. Andrade
- A. Public Hearing: Disposal of Textbooks and Instructional Materials for Educational Programs and Special Programs Support and Transformation School Sites
 - B. Public Hearing on *Jardin de la Infancia, Grades TK-1*: Renewal Petition (Enclosure)

V. REPORTS / STUDY TOPICS

- Dr. Ramirez/Dr. Simon
- A. Mid-Year Local Control and Accountability Plan (LCAP)

VI. CONSENT CALENDAR RECOMMENDATIONS

- A. Adoption of Board Resolution No. 37: to Recognize Read Across America Day, March 2, 2025
- B. Adoption of Board Resolution No. 38: to Recognize the Anniversary of Boston Massacre and Death of Crispus Attucks, March 5, 2025
- C. Adoption of Board Resolution No. 39: to Proclaim International Day for the Elimination of Racial Discrimination, March 21, 2025

- D. Adoption of Board Resolution No. 40: to Recognize Cesar Chavez Day, March 31, 2025
- E. Adoption of Board Resolution No. 41: to Recognize Arts Education Month, March 2025
- F. Adoption of Board Resolution No. 42: to Recognize National Nutrition Month, March 2025
- G. Adoption of Board Resolution No. 43: to Recognize National Social Work Month, March 2025
- H. Adoption of Board Resolution No. 44: to Recognize National Women’s History Month, March 2025

VII. RECOMMENDATIONS

- Dr. Ramirez/Dr. Simon A. Approval of Educational Programs 2024-25 Textbooks and Instructional Materials Disposal List
- Ms. Andrade B. Adopt the Superintendent's Recommendation to Authorize the Renewal Petition for *Magnolia Science Academy-3, Grades 6-12*: Renewal with Attached Report (Enclosure)

VIII. INFORMATIONAL ITEMS

- Dr. Perez A. Governmental Relations
- Dr. Perez B. Los Angeles County Board of Education Meeting Schedule, Establishment of Meeting Times, Future Agenda Items, Follow up

IX. INTERDISTRICT AND EXPULSION APPEAL HEARINGS (None)

- Dr. Johnson X. ADJOURNMENT

**MINUTES
LOS ANGELES COUNTY BOARD OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890
Tuesday, February 11, 2025**

A meeting of the Los Angeles County Board of Education was held on Tuesday, February 11, 2025, at the Los Angeles County Office of Education Board Room.

PRESENT: Dr. Yvonne Chan, Mr. James Cross, Mrs. Andrea Foggy-Paxton, Ms. Betty Forrester, Dr. Theresa Montaña, and Dr. Stanley Johnson, Jr.; Student Board Members: Ms. Jimena and Ms. Sanai.

OTHERS PRESENT: Dr. Debra Duardo, Superintendent; Administrative Staff: Ms. Beatrice Robles, Principal Executive Assistant.

PRELIMINARY ACTIVITIES

CALL TO ORDER

Dr. Johnson called the meeting to order at 3:03 p.m.

Dr. Johnson read the LACOE Land Acknowledgement.

PLEDGE OF ALLEGIANCE

Dr. Chan led the Pledge of Allegiance.

ORDERING OF THE AGENDA

Dr. Duardo indicated that there were no changes to the Board agenda.

It was **MOVED** by Mr. Cross, **SECONDED** by Dr. Chan, and **CARRIED** to approve the Board agenda as presented.

Yes vote: Ms. Sanai, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

APPROVAL OF THE MINUTES -

- February 4, 2025 - *The minutes were approved with correction.*

It was **MOVED** by Mr. Cross, **SECONDED** by Dr. Chan and **CARRIED** to approve February 4, 2025 minutes as presented.

Yes vote: Ms. Sanai, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.

COMMUNICATIONS: BOARD / SUPERINTENDENT

Dr. Chan mentioned that she attended day two of the 2025 Differentiated Assistance Convening: Empowering Education - Supporting Every Student's Journey. She said they had keynote speakers from UC Davis Redwood Seed Scholars Programs, SIP and LACOE. She said it was a great event and thanked Mr. Valles and staff for putting the event together.

Ms. Forrester wanted the Board to know that the T-shirt she wore for today's first Board meeting, was the same T-shirt she wore for her first meeting with LACOE as a Board Member. She spoke about the Board's commitment to Board Resolution No. 32 and how important it is to stay strong for students and families to defend them. She spoke about LACOE's Head Start Program and highlighted an article in the times about LACOE's Head Start Program.

Dr. Duardo, Superintendent, provided the following highlights to the County Board:

Differentiated Assistance Convening

- Our Education Services and Wellbeing and Support Services teams hosted the second annual Differentiated Assistance Convening at the Pasadena Westin Hotel last week.
- The event welcomed 171 educators from 33 school districts.
- Dr. Duardo thanked Board member Dr. Yvonne Chan for joining us.
- There were presentations from key education partners, such as:
 - Dr. Linda Darling-Hammond, President of the California State Board of Education
 - Reverend Dr. Bryant T. Marks, Founder and Chief Equity Officer of the National Institute on Race
 - And we featured a superintendent panel that included Superintendents from:
 - EL Monte City School District
 - El Rancho Unified
 - Lynwood Unified
 - William S. Hart High School District.

Coming Up – 2025 Charter School Symposium

- Similar to how we convene districts that are in Differentiated Assistance.
- We also convening charter schools that are eligible for differentiated assistance and provide support as they engage in continuous improvement.
- LACOE's Center for District Capacity Building Unit in the Accountability, Support and Monitoring Division will host the *2025 Charter School Symposium* next week - on February 18, 2025, at Almansor Court in Alhambra.

Professional Business Services Workshop

Dr. Duardo highlighted the Professional Business Services Workshop that recently took place and thanked Ms. Karen Kimmel and team for putting together a great event. Dr. Duardo said that Emily Hernandez, our EASE Director was keynote speaker and shared her perspective on dealing with stress and management. Dr. Duardo thanked the Greater L.A. Education Foundation and the California Credit Union for their support.

Coming Up – Immigrant Students Supports Convening

- Next week on February 20, 2025, we will be convening Superintendents and school leaders to discuss key immigration issues in the educational setting and to ensure everyone understands our role and obligation to support all students.

- Our California Superintendent of Public Instruction Tony Thurmond will also be joining us.
- We will provide valuable information and resources on critical issues impacting our schools, including:
 - Legal Updates
 - Student and Staff Rights
 - School Safety
 - Addressing Student and Family Needs
 - Best Practices for Inclusive School Environments
- Dr. Duardo invited the County Board to participate.

Ms. Jimena arrived to the Board meeting at 3:23 p.m.

COMMUNICATIONS: HEAD START POLICY COUNCIL

Ms. Leishay Bachler addressed the County Board and provided the business of the Head Start Policy Council.

COMMUNICATIONS: PUBLIC (None)

PRESENTATIONS

INTRODUCTION OF HEAD START AND EARLY LEARNING DIVISION POLICY COUNCIL EXECUTIVE MEMBERS TO THE COUNTY BOARD OF EDUCATION

The Superintendent and County Board welcomed the Head Start Policy Council Executive Committee:

- Leishay Bachler, Foundation for Early Childhood Education, Inc., Chairperson
- Alejandra Machado, Pacific Asian Consortium in Employment, Vice Chairperson
- Angelica Ramirez Juarez, Pomona USD, Treasurer
- Krystail Cousins, Mexican American Opportunity Foundation, Parliamentarian
- Elizabeth Norbut, Plaza de la Raza Child Development Services, Inc., Recording Secretary
- Sandra Rodriguez, Former Parent Community Representative, Corresponding Secretary
- Mayra Thibault, Former Parent Community Representative, Sergeant at Arms
- Jose Ferrer, Mountain View SD, PTA President

Mr. Luis Bautista introduced the Governance staff who work closely with the Policy Council:

- Beatrice Peralta, Program Manager,
- Ozzie Colin, Consultant
- Nancy Garcia, Secretary,
- Dulce Beltran, Senior Typist Clerk, and
- Oscar Carmona, Translator
- Rosie Pinedo, Translator
- Dennis Ortiz, Translator

In addition, Mr. Bautista recognized local business community representatives who are serving on the Head Start Policy Council this year:

- Daisy Macedo, from the 33rd District PTA,
- Laura Diego, from The Whole Child, and
- Ingrid Rivera-Guzman, from the Special Needs Network.

Head Start Policy Council Chairperson Ms. Leishay Bachler addressed the County Board.

On behalf of the County Board, Dr. Johnson thanked Mr. Bautista for the presentation and also thanked the Head Start and Early Learning Division Policy Council Executive Committee for attending the Board meeting and wished the HSPC success in their new leadership roles and responsibilities and thanked them for their service.

HEARINGS

PUBLIC HEARING FOR THE KIPP SOL ACADEMY, GRADES 5-8: APPEAL OF A PETITION TO RENEW A CHARTER PREVIOUSLY DENIED BY THE LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Education Code Section 47607 and 47605(b) provides that within 60 days after receiving a request for a charter petition, the County Board shall hold a public hearing on the provisions of the charter of KIPP Sol Academy, Grades 5-8, and the Board shall consider the level of support for the material revision by teachers employed by the districts, other employees of the district, and parents.

The County Board had questions on this item.

Ms. Kevika Amar, Chief Academic Officer and Ms. Karla Davalos, Principal, addressed the County Board in support of the Public Hearing on the charter petition to establish KIPP Sol Academy.

The following individuals addressed the County Board in support of this item: Marisol Avila, Betzabeth Salinas, Nancy Romero, Arlette Morales, Carla Contreras, and Josain Jones.

Speaking in Opposition of KIPP Sol Academy was Mr. Christian Mendez, Coordinator with Los Angeles Unified School District's Charter School Office.

PUBLIC HEARING ON ALMA FUERTE PUBLIC SCHOOL, GRADES TK-8: RENEWAL PETITION

Education Code Section 47607 and 47605(b) provides that within 60 days after receiving a request for a charter petition, the County Board shall hold a public hearing on the provisions of the charter of Alma Fuerte Public School, Grades TK-8, and the Board shall consider the level of support for the material revision by teachers employed by the districts, other employees of the district, and parents.

The County Board had questions on this item.

Ms. Laurilie Keay, Executive Director, addressed the County Board in support of the Public Hearing on the charter petition to establish Alma Fuerte Public School.

The following individuals addressed the County Board in support of this item: Ann Lee, Dominique Stevenson, Sebastian Rivas, Alyene Jamie, Sophia Cortez, Ms. Valeria, Jacquie Argueta, Hadassah Hernandez, and Erin Hernandez.

REPORTS / STUDY TOPICS (None)

CONSENT CALENDAR RECOMMENDATIONS

ACCEPTANCE OF PROJECT FUNDS NO. 41

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 41.

ACCEPTANCE OF PROJECT FUNDS NO. 42

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 42.

ACCEPTANCE OF PROJECT FUNDS NO. 43

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 43.

ACCEPTANCE OF PROJECT FUNDS NO. 44

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 44.

ACCEPTANCE OF PROJECT FUNDS NO. 45

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 45.

ACCEPTANCE OF PROJECT FUNDS NO. 46

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 46.

ACCEPTANCE OF PROJECT FUNDS NO. 47

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 47.

ACCEPTANCE OF GIFTS NO. 17

The Superintendent recommended that the County Board approve the Acceptance of Gifts No. 17.

ACCEPTANCE OF GIFTS NO. 18

The Superintendent recommended that the County Board approve the Acceptance of Gifts No. 18.

ACCEPTANCE OF GIFTS NO. 19

The Superintendent recommended that the County Board approve the Acceptance of Gifts No. 19.

ACCEPTANCE OF GIFTS NO. 20

The Superintendent recommended that the County Board approve the Acceptance of Gifts No. 20.

It was **MOVED** by Mr. Cross, **SECONDED** by Ms. Forrester, and **CARRIED** to approve the Consent Calendar Recommendation.

Yes vote: Ms. Jimena, Ms. Sanai, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montañño, and Dr. Johnson.

RECOMMENDATIONS

APPROVAL OF HEAD START AND EARLY LEARNING DIVISION CHANGE IN SCOPE OF WORK WITH ATTACHED STAFF REPORT

The Superintendent recommended that the County Board approve the Head Start and Early Learning Division Change in Scope of Work.

Mr. Luis Bautista and Dr. Ana Campos provided the report to the County Board.

It was **MOVED** by Dr. Chan, **SECONDED** by Mr. Cross, and **CARRIED** to approve the Head Start and Early Learning Division Change in Scope of Work.

The County Board had questions regarding this item.

There were no public speakers for this item.

***Yes vote:** Ms. Jimena, Ms. Sanai, Dr. Chan, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Montaña, and Dr. Johnson.*

INFORMATIONAL ITEMS

GOVERNMENTAL RELATIONS

Ms. Pam Gibbs, Director of Governmental Relations provided a report to the County Board.

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

Dr. Duardo indicated that the next Board meeting would be on February 18, 2025.

The County Board took a short break.

Dr. Montano, Mrs. Foggy-Paxton, Ms. Jimena, Ms. Sanai left the Board meeting at 5:45 p.m.

LOS ANGELES COUNTY BOARD OF EDUCATION'S DECISION ON INTERDISTRICT AND ATTENDANCE APPEALS

LUZ F. G. V. INGLEWOOD UNIFIED SCHOOL DISTRICT

The proceedings were conducted in closed session to reach a decision on the interdistrict attendance appeal. Ms. Vibiana Andrade, General Counsel represented the Los Angeles County Board of Education. Ms. Alicia Garoupa, Chief Wellness and Support Services Officer, and Ms. Melissa Schoonmaker, Coordinator for Student Support Services, Los Angeles County Office of Education, were also present. Mr. Aldo Renteria provided Spanish translation for parent.

The appellant was not present but was represented by mother, Ms. Miriam Diaz. The Responded was not in attendance.

It was **MOVED** by Mr. Cross, **SECONDED** by Dr. Chan, and **CARRIED** to approve the Interdistrict Attendance Appeal for Luz F. G. v. Inglewood Unified School District.

Four affirmative votes of the Board are required for an interdistrict appeal to be granted. A roll call vote was taken. Voting yes were: Dr. Chan, Mr. Cross, Ms. Forrester, and Dr. Johnson. The appeal was granted.

ADJOURNMENT

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

Yes vote: Dr. Chan, Mr. Cross, Ms. Forrester, and Dr. Johnson.

This meeting adjourned at 6:00 p.m.

Board Meeting – February 18, 2025

Item Study Session

- A. Introduction of Board Members Responsibilities under the Head Start Act and Program Performance Standards

The Division of Head Start and Early Learning will lead a Study Session about Board Members responsibilities under the Head Start Act and Program Standards.

Governance IN THE HEAD START PROGRAM



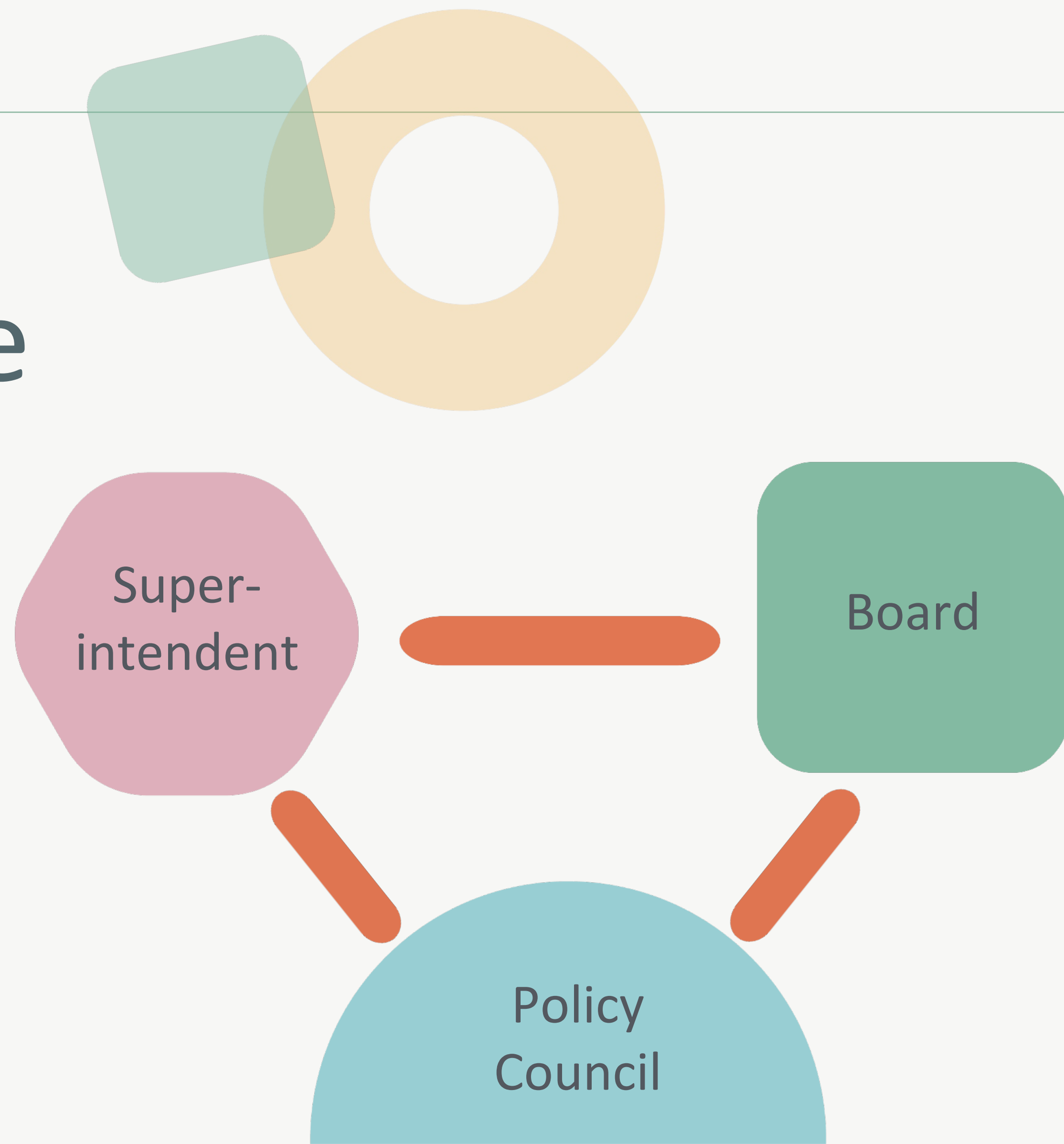
Los Angeles County
Office of Education



Shared Governance

Shared governance between governing body and parent Policy Council is at the heart of Head Start success.

Per Board Policy 5148.4, the Board and Superintendent jointly constitute the governing body.



Governing Body Responsibilities

U.S. Department of Health & Human Services Administration for Children & Families Español

HeadStart.gov About Topics Policy & Regulations Search this Website

Head Start Act

- Sec. 635 Short Title
- Sec. 636 Statement of Purpose
- Sec. 637 Definitions
- Sec. 638 Financial Assistance for Head Start Programs
- Sec. 639 Authorization of Appropriations
- Sec. 640 Allotment of Funds Limitations on Assistance
- Sec. 641 Designation of Head Start Agencies
- Sec. 641A Standards; Monitoring of Head Start Agencies and Programs
- Sec. 642 Powers and Functions of Head Start Agencies

(c) Program Governance- Upon receiving designation as a Head Start agency, the agency shall establish and maintain a formal structure for program governance, for the oversight of quality services for Head Start children and families and for making decisions related to program design and implementation. Such structure shall include the following:

(1) GOVERNING BODY-

(A) IN GENERAL- The governing body shall have legal and fiscal responsibility for the Head Start agency.

(B) COMPOSITION- The governing body shall be composed as follows:

- (i) Not less than 1 member shall have a background and expertise in fiscal management or accounting.
- (ii) Not less than 1 member shall have a background and expertise in early childhood education and development.
- (iii) Not less than 1 member shall be a licensed attorney familiar with issues that come before the governing body.
- (iv) Additional members shall--
 - (I) reflect the community to be served and include parents of children who are currently, or were formerly, enrolled in Head Start programs; and
 - (II) are selected for their expertise in education, business administration, or community affairs.

Head Start Act § 642(c)(1)

U.S. Department of Health & Human Services Administration for Children & Families Español

HeadStart.gov About Topics Policy & Regulations Search this Website

Head Start Program Performance Standards § 1301.2

1301.2 Governing body.

(a) *Composition.* The composition of a governing body must be in accordance with the requirements specified at section 642(c)(1)(B) of the Act, except where specific exceptions are authorized in the case of public entities at section 642(c)(1)(D) of the Act. Agencies must ensure members of the governing body do not have a conflict of interest, pursuant to section 642(c)(1)(C) of the Act.

(b) *Duties and responsibilities.*

- (1) The governing body is responsible for activities specified at section 642(c)(1)(E) of the Act.
- (2) The governing body must use ongoing monitoring results, data on [school readiness goals](#), other information described in §1302.102, and information described at section 642(d)(2) of the Act to conduct its responsibilities.

(c) *Advisory committees.*

- (1) A governing body may establish advisory committees as it deems necessary for effective governance and improvement of the program.
- (2) If a governing body establishes an advisory committee to oversee key responsibilities related to program governance, it must:
 - (i) Establish the structure, communication, and oversight in such a way that the governing body continues to maintain its legal and fiscal responsibility for the Head Start agency; and,

Head Start Program Performance Standards

[Expand All](#)

- Part 1301—Program Governance
 - 1301.1 Purpose.
 - 1301.2 Governing body.**
 - 1301.3 Policy council and policy committee.
 - 1301.4 Parent committees.
 - 1301.5 Training.
 - 1301.6 Impasse procedures.
- Part 1302—Program Operations

Student BP 5148.4(a)

GOVERNANCE IN THE HEAD START AND EARLY HEAD START PROGRAMS

I. Shared Decision-Making Policy

The Los Angeles County Board of Education (County Board) and Superintendent of Schools (County Superintendent) are legally and financially responsible for the oversight of the Los Angeles County Office of Education (LACOE) Head Start and Early Head Start grants. In addition, pursuant to Title 45 of the Code of Federal Regulations (CFR) 1301, Program Governance, the County Board and County Superintendent share decision-making responsibility and oversight of the Head Start/Early Head Start program with the Head Start Policy Council. According to the intent of the federal regulation, shared governance is the opportunity for parents to participate in making decisions about the program.

Engagement of parents in the LACOE Head Start and Early Head Start programs shall be consistent with the Code of Federal Regulations, Title 45, Section 1301 and the 2007 Head Start Act. The roles and responsibilities of the County Board, County Superintendent, Policy Council, and administration shall adhere to the federal regulations on all governance issues that pertain to Head Start and Early Head Start matters.

Federal guidelines for Head Start programs call for the establishment and maintenance of a Head Start Policy Council. Any Head Start program operated through LACOE shall establish and maintain such a Policy Council, or Policy Committee at the delegate agency level. The County Board will adopt the policy governing the procedures for selecting Policy Council members, and review and approve the composition and bylaws of the Policy Council.

The County Superintendent or designee will ensure that a Policy Council composed of parents of children currently enrolled in the Head Start and Early Head Start programs and members of the community is established annually. It may not be dissolved until a successor Council is elected and seated. Members of the Policy Council will elect the officers of the Executive Committee. The Chair of the Policy Council is the authorized agent for the Council.

LACOE Board Policy 5148.4



Focus Area 2 Review (2026-27)

Performance Area 2: Program Governance

This area will capture how the governing body and policy council use their expertise and experience to provide data-informed oversight to ensure the program provides quality services for children and families and progresses toward program goals.

Performance Measure 2.2: The grant recipient's governing body is engaged and effective in providing legal and fiscal oversight. 642(c)(1)(B); 642(c)(1)(E)(i–iii); and 642(d)(2)(A–I)

Elements of this measure include but are not limited to how the grant recipient:

- Maintains a governing body that provides effective oversight and supports the grant recipient with its expertise
- Provides the governing body with data that are necessary to effectively conduct its responsibilities
- Leverages the governing body's community relationships that align with community needs

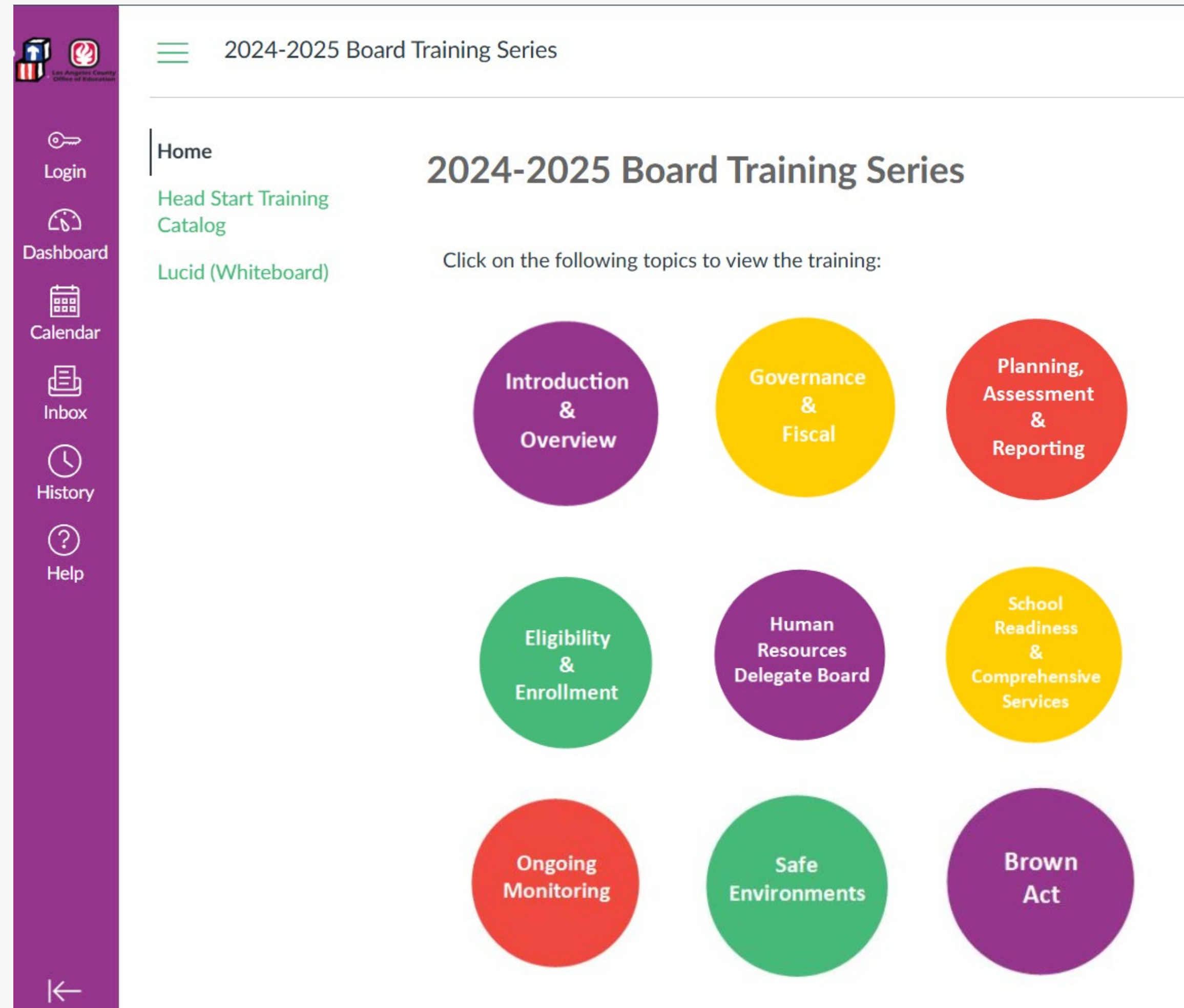


Next Steps

You will be emailed a link tomorrow to access online training videos on your schedule



Los Angeles County
Office of Education



The screenshot shows a web application interface for the 2024-2025 Board Training Series. On the left is a purple sidebar with navigation icons and labels: Login, Dashboard, Calendar, Inbox, History, and Help. The main content area has a header with a hamburger menu icon and the text "2024-2025 Board Training Series". Below the header, there are links for "Home", "Head Start Training Catalog", and "Lucid (Whiteboard)". The central heading is "2024-2025 Board Training Series", followed by the instruction "Click on the following topics to view the training:". There are nine circular buttons arranged in a 3x3 grid, each representing a training topic: Introduction & Overview (purple), Governance & Fiscal (yellow), Planning, Assessment & Reporting (red), Eligibility & Enrollment (green), Human Resources Delegate Board (purple), School Readiness & Comprehensive Services (yellow), Ongoing Monitoring (red), Safe Environments (green), and Brown Act (purple).



Thank you



Los Angeles County
Office of Education



Board Meeting – Tuesday, February 18, 2025

Item IV. Hearings

A. Public Hearing: Disposal of Textbooks and Instructional Materials for Educational Programs and Special Programs Support and Transformation School Sites

The Superintendent recommends that a Public Hearing on the Disposal of Textbooks and Instructional Materials be held on February 18, 2025.

In accordance with Education Code section 60510, the Los Angeles County Board of Education will now conduct a public hearing.

An appropriate Notice of Public Hearing was posted in the newspapers *Daily Journal and La Opinion* on January 25, 2025. All Educational Programs and Special Programs Support and Transformation schools posted the Notice of Public Hearing on January 25, 2025.

The purpose of today's public hearing will be to receive the public's reaction, if any, on the disposal of textbooks and instructional materials that are outdated, damaged, unusable, and not in alignment with California content standards.

LOS ANGELES COUNTY BOARD OF EDUCATION

NOTICE OF PUBLIC HEARING ON TEXTBOOKS/INSTRUCTIONAL MATERIALS
SUFFICIENCY FOR THE LOS ANGELES COUNTY OFFICE OF EDUCATION,
EDUCATIONAL PROGRAMS

In accordance with California Education Code Section 60119, which mandates that each pupil in each school has sufficient textbooks and/or instructional materials consistent with content standards and cycles of curriculum framework adopted by the state board, the Los Angeles County Board of Education will conduct a public hearing on the Textbook and Instructional Materials Sufficiency report provided by the Chief Education Officer. The report is based on combined data from the schools operated by the Division of Student Programs.

DATE: February 18, 2025

TIME: 3:00 p.m.

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Los Angeles County Board of Education



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Note: Language translation services and American Sign Language (ASL) interpreters will be provided with a minimum notice of three (3) business days prior to the public hearing.

Posting or distribution of banners, leaflets, handouts or other media or communications, which serve to promote or discourage specific points of view, are prohibited inside the hearing room.

For additional information, call (562) 922-8249.

JUNTA DE EDUCACIÓN DEL CONDADO DE LOS ÁNGELES

AVISO DE AUDIENCIA PÚBLICA SOBRE EL ABASTECIMIENTO DE LIBROS DE TEXTO/MATERIALES DIDÁCTICOS PARA LA OFICINA DE EDUCACIÓN DEL CONDADO DE LOS ÁNGELES, PROGRAMAS EDUCATIVOS

De acuerdo con la Sección 60119 del Código de Educación de California, que establece que cada alumno en cada escuela cuenta con suficientes libros de texto y/o materiales didácticos consistentes con los estándares y ciclos de la estructura curricular adoptada por la junta estatal, la Junta de Educación del Condado de Los Ángeles llevará a cabo una audiencia pública sobre el Libro de Texto y el Informe de Abastecimiento de Materiales Didácticos proporcionados por el Jefe Adjunto de Educación. El informe está basado en datos combinados de escuelas dirigidas por la División de Programas Estudiantiles.

FECHA: 18 de febrero, 2025

HORA: 3:00 p.m.

JUNTA DE LA MESA DIRECTIVA VIRTUAL

Junta de la Mesa Directiva de Educación del Condado
de Los Angeles



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La publicación o distribución de pancartas, volantes, folletos u otro medio o comunicación para promover o disuadir puntos de vista específicos, son prohibidas dentro de la sala de audiencias.

Para información adicional llame al (562) 922-8249.

Board Meeting – February 18, 2025

Item IV. Hearings

B. Public Hearing on *Jardin de la Infancia, Grades TK-1*: Renewal Petition (Enclosure)

Jardin de la Infancia Charter School has submitted its renewal petition to the Los Angeles County Office of Education. Education Code (EC) section 47607(b) provides that renewals and material revisions of charters shall be governed by the standards and criteria in Section 47605.

EC section 47605(b) provides that no later than 60 days after receiving a charter petition, the Los Angeles County Board of Education (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.

Within 90 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.

Los Angeles County Office of Education
Charter School Office
12830 Columbia Way
Downey, CA 90242
(562) 922-8806

Notice of Submission: Petition to Renew a Charter

- Charter Type:** Previously Authorized on Appeal ([EC 47605](#))
 Direct to County Board ([EC 47605.5](#))
 Countywide ([EC 47605.6](#))

Submit form with petition documents

Please print or type

Name of Charter School: Jardin de la Infancia

Contact Information:

Name of lead petitioner(s) / relationship to charter school: Zuzy Chavez

Director

Name of lead contact (if not petitioner): _____

Address: Street 1400 S Broadway

City Los Angeles

State/Zip code California , 90015

Telephone number(s): Office (213) 614-1745

Mobile (213) 469-7887

FAX number: n/a

Email: jardindelainfancia@me.com

School Information:

Enrollment: Current: 21 Proposed: 30


Grade levels: Current: TK-1 Proposed: TK-1

Current school address: Street 1400 S Broadway

If more than one site, provide main site here; attach list of additional site addresses. City Los Angeles State/Zip code California , 90015

Will the school remain at the current site(s)? Yes/No address(es) YES If no, attach explanation and new

Notice of Submission:

Signature of lead petitioner(s): 

Date of Charter Petition Appeal Submission:

January 31, 2025

Petitioner's certification will provide an assurance that the petition submission is complete. Following the charter submission, LACOE will notify the petitioner in writing of charter submission receipt.

In preparation for a scheduled public hearing, the petitioner shall have no less than five (5) working days to confirm that the submitted files for Sections I through IV do not require redaction and may be published as-is. These documents are made available to the public as well as to the County Board and LACOE staff. It is the petitioner's responsibility to redact sensitive information (i.e., personal contact information, bank account numbers, etc.) 10 days prior to posting of the electronic copy for the public hearing.

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 may 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 submittal of the renewal petition, including budgets and supporting documents to the County Board.
2. The governing board and lead petitioner(s) have **read, understand, and intend to adhere to** the requirements outlined in this document, *The Charter School Renewals* guide, as well as the Los Angeles County Board Policies and Administrative Regulations regarding Charter Schools*; and the *LACOE Monitoring and Oversight Memorandum of Understanding (MOU)***.
3. The governing board and lead petitioner(s) certify that this charter petition submission is deemed complete, true, and correct.

Printed name of board signatory: Alice Callaghan

Signature of board signatory:  Date: 1/29/25

Printed name of lead petitioner(s): Zuzy Chavez

Signature of lead petitioner(s): _____ Date: 1/29/25

*Los Angeles County Board Policies and Regulations are available at <https://www.lacoe.edu/about/board/policies>

**The Charter School Monitoring and Oversight MOU is available at https://www.lacoe.edu/content/dam/lacoeedu/documents/generalcounsel/charter-school-office/1%20MOU_Template_FINAL_11-2018.pdf

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JARDIN DE LA INFANCIA: ASSURANCES AND DECLARATION

Jardin de la Infancia (“the Charter School”) shall:

1. Be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]
2. Not charge tuition. EC 47605(e)(1)
3. Not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (a
4. ctual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).
5. Admit all pupils who wish to attend the Charter School, EC 47605(e)(2)(A)
6. Determine attendance by a public random drawing, if the number of pupils who wish to attend the Charter School exceeds the school capacity, and preference shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv), including to pupils who reside in the district. EC 47605(e)(2)(B)
7. If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. California Education Code Section 47605(e)(3)]
8. The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
9. Meet all statewide standards and conduct the pupil assessments required pursuant to Educ. Code section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non- charter public schools. EC 47605(d)(1)
10. Consult, on a regular basis, with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(d)]
11. The Charter School will also follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- a. The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]
- b. The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]
- c. Jardin de la Infancia declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]
- d. The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C).
- e. Not enroll pupils over nineteen (19) years of age unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements.
- f. Not require any child to attend the Charter School nor any employee to work at the charter school.
- g. The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
- h. The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- i. The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. California Education Code Section 47605(l) and 47605.4(a)]
- j. The Charter School shall at all times maintain all necessary and appropriate insurance

coverage.

- k. The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)(2)]
- l. The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605-47605.1]
- m. The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
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- o. The Charter School shall comply with the Public Records Act.
- p. The Charter School shall comply with the Family Educational Rights and Privacy Act.
- q. The Charter School shall comply with the Ralph M. Brown Act.
- r. The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.
- s. The Charter School shall comply with the Political Reform Act.
- t. The Charter School shall adhere to all applicable provisions of federal law relating to students who are English learners, including Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974.
- u. The Charter School shall follow any and all other federal, state, and local laws and regulations that pertain to the petitioner or the operation of the Charter School



1/29/25

CHARTER RENEWAL CRITERIA

The following shall serve as documentation confirming Jardin has met one of the three statutory criteria required set forth in Education Code Section 47607(b)(5 CCR 11966.4(a)(1)).

Jardin de la Infancia is making significant progress toward meeting student performance outcomes based on verifiable data. While the implementation of i-Ready as a verifiable assessment tool began in the spring of 2023, Jardin had already demonstrated notable academic strides on curriculum-based assessments prior to adopting verifiable data systems. This progress highlights the school’s commitment to fostering student growth and ensuring academic success through evidence-based practices and individualized learning supports. As Jardin continues to utilize verifiable data, current trends indicate that the school is on track to meet its established performance goals.

Verifiable Data

2023-24 Diagnostic Growth Report SPRING - END OF YEAR

GRADE	Annual Typical Growth i-Ready Reading	Participation Rate	Outcome Met
All Students	23%	11/12 - 92%	no
GRADE	Annual Typical Growth i-Ready Math	Participation Rate	Outcome Met
All Students	25%	11/12 - 92%	no

2024-25 Diagnostic Growth Report BEGINNING OF YEAR - MID YEAR







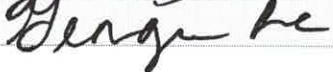
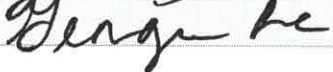
GRADE	Annual Typical Growth i-Ready Reading	Participation Rate	Outcome Met
All Students	67%	17/17 - 100%	yes
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All Students	66%	17/17 - 100%	yes

*jardín de la infancia

Charter School Petition Signature Form

"By signing this petition, I affirm that as a parent or legal guardian, I am meaningfully interested in having my child or ward attend the charter school, or as a teacher, I am meaningfully interested in teaching at the charter school."

"Al firmar esta petición, afirmo que, como padre o tutor legal, estoy significativamente interesado en que mi hijo o tutelado asista a la escuela autónoma."

Signature / Firma	Role (Parent/Guardian or Teacher) (Padre/Tutor o Maestro)
	mama papa papa
Elvia Hernandez	mama
Bernardo Molina	papa
Joséfa Hernandez	mama
Catherine Puello	mama
Olga Alvarez	mama
Bartolome castro	papa
ALEJANDRO OCHOA	papa
	Mom
	Mama
	papa
	papa
	Mama
	teacher
	teacher

**jardín de la infancia*

Renewal Petition
to the
Los Angeles County Office of Education
9300 Imperial Highway
Downey, CA 90242-2890

Submitted January 31, 2025

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Verifiable Data

2023-24 Diagnostic Growth Report

SPRING - END OF YEAR

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2024-25 Diagnostic Growth Report

BEGINNING OF YEAR - MID YEAR

GRADE	Annual Typical Growth i-Ready Reading	Participation Rate	Outcome Met
All Students	67%	17/17 - 100%	yes
GRADE	Annual Typical Growth i-Ready Math	Participation Rate	Outcome Met
All Students	66%	17/17 - 100%	yes

SELF REFLECTION & BEST PRACTICES

Jardin de la Infancia (Jardin) operates on the fundamental belief that all children, regardless of socioeconomic background, can achieve at high academic levels when provided equitable educational opportunities. At Jardin, where 95% of students qualify for the Federal Free/Reduced Meals Program, most children begin their education as English-language learners from families living below the poverty line. Jardin’s mission is to bridge this gap by providing targeted support and maintaining high academic expectations for every student.

Research underscores the critical importance of early education in fostering long-term success, particularly for disadvantaged children. Skills build upon skills, and success in kindergarten establishes confidence and momentum for mastering increasingly complex material in later grades. At Jardin, high academic standards are coupled with intentional strategies such as explicit skill instruction, frequent opportunities for practice, positive reinforcement, effective classroom management, and strong cross-curricular connections. From the earliest grades, students are instilled with the belief that college is a natural progression of their educational journey.

High Expectations and Individualized Support

Jardin emphasizes the importance of maintaining high expectations for all students while providing the necessary resources and support to meet those expectations. Assessments are used not to lower the bar but to identify areas where students need additional help. Students are encouraged to persist through challenges, cultivating a sense of accomplishment from their real achievements. This dual focus on support and rigor ensures that students are not discouraged by the difficulties associated with learning.

Extended Learning Time

Recognizing the additional time required for mastery, Jardin offers an extended school day and year. Kindergarten students receive an additional 33,555 instructional minutes annually—well above the required 30,000 minutes—and first graders receive an additional 13,155 minutes annually. An after-school program and an eight-week summer enrichment program further enhance learning opportunities, ensuring that students have the time needed to succeed academically.

A Safe, Close-Knit Learning Environment

Small class sizes and a supportive school culture allow for personalized attention and meaningful teacher-student relationships. Unlike large schools, Jardin’s intimate environment fosters emotional security, minimizes distractions, and enables teachers to address individual student needs effectively. This approach helps young learners build confidence and focus on their educational goals.

Strong School-Family Partnerships

Collaboration between school and families is integral to Jardin’s success. Parents play an active role in their child’s education, bringing their children directly to the classroom and attending regular meetings, workshops, and conferences. These interactions create a sense of continuity and shared commitment to learning, fostering a sense of belonging for students. Parents and teachers collaborate to reinforce learning at home, ensuring students receive consistent support.

Data-Driven Instruction and Professional Development

Jardin utilizes the i-Ready diagnostic assessment and individualized MyPath programs for Reading and Math. These tools provide ongoing insights into student progress, enabling timely interventions and targeted instruction. Teachers analyze assessment data during designated collaboration sessions to refine instructional strategies and address areas of need. Professional development is customized based on the needs of Jardin's teachers and students, focusing on the specific skills required for academic growth.

Support for English-Language Learners

Jardin prioritizes its extended day to provide academic language development for English-language learners (ELLs). Designated and Integrated English Language Development (ELD) instruction helps bridge the vocabulary and grammatical gaps many ELLs students face. These targeted efforts address the risks associated with underdeveloped language skills, ensuring students have a strong foundation for academic success.

Specialized Programs and Curricula

Programs like Handwriting Without Tears address specific academic challenges identified through assessments. Professional development ensures teachers can effectively implement this curriculum, which helps students develop strong handwriting skills—key to their overall academic success. Hands-on science programs, such as partnerships with the Wildlife Learning Center and Mad Scientist, foster curiosity and a deeper understanding of natural science through interactive activities.

Comprehensive Support for Special Education

Jardin partners with Comprehensive Therapy Associates (Comp Therapy) to provide high-quality special education services. Teachers use a range of interventions to support struggling students, ensuring that all children have access to the resources they need to thrive.

Social-Emotional Learning and Mental Health Support

Many students face challenges at home that hinder their ability to focus on schoolwork. Jardin addresses these barriers by fostering a nurturing environment that promotes emotional security and resilience. Non-cognitive skills such as self-control, persistence, and attention are woven into the school day, supporting both academic achievement and social development. Partnerships with the Violence Intervention Program (VIP) Community Mental Health Center provide additional resources, including Incredible Years programs for emotional awareness and problem-solving skills, as well as parenting classes designed to strengthen family involvement in education.

Pathways to Academic Success

Jardin's comprehensive approach supports students from kindergarten through college. As first graders transition to second grade, staff assist families in applying to high-performing magnet or charter schools. This support continues through middle and high school, with families remaining engaged in their child's academic journey. The after-school program provides homework assistance, while the summer enrichment program prevents learning loss and narrows the achievement gap.

Jardin de la Infancia's strong connection with families and commitment to addressing the unique needs of its students enable it to pivot quickly to implement beneficial changes. By creating an equitable, supportive, and academically rigorous environment, Jardin empowers its students to overcome challenges and achieve their full potential.

GENERAL INFORMATION

The address of Jardin de la Infancia is 1400 S. Broadway, Los Angeles, CA 90015

The phone number is (213) 614-1745.

The contact person is Zuzy Chavez.

The term of this charter shall be from July 1, 2025 to June 30, 2030.

The grade level(s) of the students will be transitional kindergarten, kindergarten to first grade.

The operational capacity is 40.

The grade configuration is transitional kindergarten, kindergarten and first grade.

The number of students will be 30.

Grade	2025-26	2026-27	2027-28	2028-29	2029-2030
TK-K	14	15	16	17	17
1	10	11	12	13	13
Total	24	26	28	30	30

*Transitional kindergarteners will not exceed 22% of the kindergarten class.

ELEMENT 1 : EDUCATIONAL PROGRAM

The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.

- Education Code Section 47605(c)(5)(A)(i)-(ii)

MISSION

Jardin de la Infancia is founded on the belief that all children, regardless of socioeconomic status, can achieve at the highest academic levels when given equitable educational opportunities.

VISION

Students learn in a safe, undistracted environment that is small enough to enable students and teachers to know one another well. It is supportive and demanding of students so that they experience merited feelings of satisfaction from their real achievements without being discouraged by the difficulties associated with learning.

Jardin offers an extended-day, extended-year, academically challenging curriculum within a consistent structure of expectations and attitudes that leads to success in school. Success in kindergarten creates the confidence and momentum necessary for mastery of knowledge in each successive grade. Jardin has high academic standards; strong classroom management, positive reinforcement and cooperation, explicit teaching of skills, and strong cross-curricular connections.

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Jardin acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as amended, which include the requirement that Jardin submit a Local Control and Accountability Plan (LCAP) to the Charter School Office and the Los Angeles County Superintendent of Schools on or before July 1 of each applicable year. In accordance with California Education Code §§ 47604.33 and 47606.5, Jardin shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code § 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education. Jardin shall comply with the requirements of Education Code § 47606.5, including but not limited to the requirement that Jardin “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update” as outlined in § 47606.5(e). The requirement to submit the LCAP annually by July 1 remains in effect, ensuring alignment with the goals of the Local Control Funding Formula. Jardin recognizes the importance of stakeholder consultation and will continue to engage teachers, administrators, parents, and pupils in the development and review of its LCAP to ensure continuous improvement and alignment with community needs.

CHARTER SCHOOL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES

State Priority	Annual Goal to Achieve State Priority	Actions to Achieve Annual Goal
#1 Basic Services	<p>Jardin will ensure students have quality teachers, consistently offering professional development for our educators, and maintaining a safe school facility, we will achieve our goals.</p> <p>These goals include compliance with credentialed teacher requirements, ongoing professional development, and positive facility ratings.</p>	<p><i>Targeted Professional Development- Based on assessment data, the school director and teachers will identify areas where high-need students require support. Teachers will engage in targeted professional development and training to enhance their professional growth.</i></p> <p><i>Safe Facilities-The school director will coordinate with the LACOE Facilities Planning Division to schedule an annual facility inspection.</i></p>
#2 Implementation of State Standards	<p>Jardin strives to provide all students with high-quality instruction and a rigorous Common Core-aligned curriculum in a small school setting. This approach offers relevant learning experiences that boost student achievement.</p>	<p><i>Instructional materials-All curriculum, educational supplies, and assessments will be Common Core aligned. All students will have access to technology in the educational setting.</i></p>
#3 Parental Involvement	<p>Jardin aims to engage parents as partners through education, communication, and collaboration to create a safe, welcoming, and inclusive learning environment where students are ready to learn. By offering meaningful opportunities for parent and family involvement, providing positive behavior support, and promoting strategies to improve student attendance, we will achieve our goals. These include increased parent engagement, lower suspension and expulsion rates, higher student satisfaction, and better average daily attendance.</p>	<p><i>Family Engagement- Parent/Student Orientation will be held at the prior to the start of the school year to discuss schoolwide expectations, resources, instructional model, and opportunities to volunteer. Regularly scheduled parent meeting to discuss various topics including student progress, LCAP goals, assessment results and opportunities for parent education.</i></p> <p><i>Positive Behavior Plan-Parents will receive a weekly check-in that may include student behavior, academic progress, and social-emotional well-being.</i></p> <p><i>Supporting Student Attendance/Engagement-The Director will contact the families of absent students daily to support them in overcoming</i></p>

		<i>obstacles to school attendance. Additionally, the school will offer attendance incentives for both individual students and entire classrooms.</i>
#4 Pupil Achievement	Jardin will use various student and school data types, including assessments and verified data, to guide our teaching decisions and implement proven intervention programs. We will provide the necessary support to ensure all students succeed, especially those in high-need groups, to close the achievement gap. This goal focuses on overall academic growth, with special attention to English Learners and students with disabilities. By using data-driven instruction and personalized support, we aim to achieve our targets in English Language Arts and Math proficiency, English Learner progress, and reclassification rates.	<p><i>Data-Driven Instruction- Teachers along with Director will analyze assessment data to guide instruction and provide targeted support.</i></p> <p><i>Differentiated Support for English Language Learners- English Language Learners will receive direct and indirect instruction; targeting areas of need based on ELPAC results</i></p> <p><i>Differentiated Support for Students with Disabilities- We provide comprehensive service implementation to meet the needs of Students with Disabilities including compliance with IEP timelines.</i></p> <p><i>Small Class Size & Extended School Year/Day- Jardin will prioritize small class size and offer approximately 20,000 additional instructional minutes per year by offering an extended school day and year</i></p>
#5 Pupil Engagement	Jardin will maintain average daily attendance (ADA) of at least 97% and maintain chronic absenteeism rates implementing targeted attendance initiatives, parent engagement strategies, and student support programs.	<i>Supporting Student Attendance/Engagement- The Director will contact the families of absent students daily to support them in overcoming obstacles to school attendance. Additionally, the school will offer attendance incentives for both individual students and entire classrooms.</i>
#6 School Climate	Jardin will maintain suspension rates and expulsion rates at 0%, reflecting a commitment to restorative practices and positive behavior interventions. Jardin will also conduct annual school climate surveys for students, parents, and staff to assess the sense of safety, belonging, and connectedness.	<p><i>Family Engagement- Parent/Student Orientation will be held at the prior to the start of the school year to discuss school wide expectations, resources, instructional model, and opportunities to volunteer.</i></p> <p><i>Regularly scheduled parent meeting to discuss various topics including student progress, LCAP goals,</i></p>

		<i>assessment results and opportunities for parent education. School community- Jardin will administer an annual student survey to gather input and measure school climate and pupil outcomes.</i>
#7 Access to a Broad Course of Study	All Jardin students receive instruction in a broad course of study.	<i>All students have access to the following courses beyond core subjects (ELA, Math, Science & Social Studies): Physical Education, Art and Music</i>
#8 Student Outcomes	Jardin will track student outcomes across broad course study.	<i>Design and implement a comprehensive survey and feedback system to assess student satisfaction and engagement, ensuring continuous improvement based on student input.</i>

STUDENT POPULATION

Jardin strives to serves a diverse population of students. Approximately 95% are Latino, 5% are Black/African American and another 5% are mixed-race (rounded to the nearest whole number). Additionally, 95% of our students qualify for the Free Reduced Lunch Program, reflecting our dedication to supporting families and ensuring equitable access to education and resources.

EDUCATED STUDENTS FOR THE 21ST CENTURY

The educated student for the 21st century should possess strong critical thinking and problem solving skills, have a good awareness of personal strengths and emotions, be receptive to the opinions and emotions of others, develop the ability to cooperate effectively with others, acquire the perseverance required to learn and pursue life goals, and foster a sense of belonging and responsibility to the larger community.

HOW STUDENTS LEARN

Increasing educational opportunities for disadvantaged children in the early years is far more effective than later interventions. Jardin currently offers 21 children an extended year of 190-195 school days and an extended school day. With a longer school day, there is more time for teachers to create projects that build higher order thinking skills. At every grade level, there is a reinforced understanding that children will go on to college.

Success in kindergarten creates the confidence and momentum necessary for mastery of knowledge in each successive grade. Skills beget skills. Jardin has high academic standards; good classroom management, positive reinforcement and cooperation, explicit teaching of skills, frequent reading and writing practice, and strong cross-curricular connections.

Jardin has partnered with local community center to provide an eight-week summer enrichment program offered to all students at Jardin to ensure the children return to school with little of the loss of learning that contributes to a widening achievement gap between low-income students and their more affluent peers. Incoming kindergarten students are offered the summer program.

However, a good education must go beyond teaching marketable skills to include qualities of character and the focus, discipline and courage needed to make a success of school and life. Alignment between schools and families is an important element of effective education. A sense of continuity between the families and Jardin sends a powerful message to the children that they will learn because the adults in their life share a commitment to learning. They experience school as a place where they truly belong.

Jardin develops socio-emotional skills throughout the day and fosters an emotionally nurturing environment for the children and their families. Non-cognitive skills such as emotional security, self-control, persistence, and the ability to pay attention have direct effects on performance on achievement tests, and many other aspects of social and economic life. Jardin partners with Violence Intervention Program (VIP) Community Mental Health Center to provide character education and social emotional learning workshops to all students fostering friendship skills, self-regulation and problem solving skills.

Additionally, a VIP therapist offer parenting classes that combine the knowledge and expertise of the therapist with the unique strengths, perspectives, culture and goals of parents. As active partners in the therapy process, parents learn parenting strategies that focus on strengthening parenting competencies and fostering parent involvement in their children’s school experiences by promoting academic, social and emotional skills, thus reducing behavior problems. Families are also offered one-on-one counseling

ACADEMIC CALENDAR AND SCHEDULE

Jardin is site-based and operates on a single-track calendar. Jardin will offer, at minimum, the number of minutes of instruction set forth in Education Code § 47612.5. Annually, Jardin de la Infancia will submit the school calendar to LACOE five weeks before the start of school.

Academic Calendar

First Day	August 11, 2025
Last Day	June 10, 2026
Instructional Minutes Regular Day	345 (52,440)
Instructional Minutes Minimum Day	285 (11,115)
Annual Instructional Minutes	63,555
Instructional Days	Full days: 152 Minimum Days: 39

Bell Schedule

8:00	Opening
8:00 - 8:30	Physical Education
8:30 – 10:30	English Language Arts /English Language Development
10:30-11:00	Recess
11:00 – 12:30	Math

12:30 – 12:45	Handwriting
12:45 - 1:30	Lunch
1:30 - 2:00	Individualized Instruction
2:00 – 2:55	<u>Small Cooperative Learning Groups</u> Social Studies Science Art / Music
2:55– 3:00	Clean up and Pack up for Dismissal
3:00	Dismissal

PARENT INVOLVEMENT

Parent meetings are held regularly throughout the school year at times designed to accommodate working parents and ensure participation. Parents meet with the teacher and/or the director, either in the classroom or virtually, to discuss what is currently being taught and how parents can support their children’s learning at home. These meetings provide an opportunity for parents to ask questions about the curriculum or their children’s progress. Jardin helps parents develop the skills they need to be proactive and effective advocates in their children’s education. By fostering a shared belief in the importance of education and character formation, these meetings help cultivate attitudes and efforts that support academic achievement.

TRANSITIONAL KINDERGARTEN

Jardin offers a high-quality Transitional Kindergarten (TK) program designed for children who do not yet meet the minimum age requirement for kindergarten. TK provides a bridge between preschool and kindergarten, equipping children with the academic, social, and emotional skills necessary for success in school and beyond. As the first year of a two-year kindergarten program, Jardin’s Transitional Kindergarten program lays a strong foundation for lifelong learning. (Education Code 48000)

Eligibility

Jardin’s Transitional Kindergarten (TK) program follows California’s phased eligibility requirements under Education Code Section 48000(c). For the 2024–2025 school year, children who turn five between September 2 and June 2 are eligible for TK. Beginning in the 2025–2026 school year, all children who turn four by September 1 will be eligible for TK. Parents and guardians of eligible children will be notified about the program’s availability, and enrollment requirements. Participation in Jardin’s TK program is voluntary.

Curriculum and Instruction

Jardin’s TK program is based on a modified kindergarten curriculum tailored to the developmental needs of younger learners. (Education Code 48000) The curriculum bridges the California Preschool Learning Foundations (CPLF) and kindergarten standards, focusing on the following key areas: Language and Literacy Foundations, Mathematics Foundations, English Language Development Foundations and Social-Emotional Development Foundations. TK students receive the same number of instructional minutes as kindergarten students. While TK students may share classrooms with kindergarten students, instruction is differentiated to address individual learning needs.

Instructional Approach

Initial Assessments: TK students are assessed within the first four weeks of the school year to determine their achievement levels and to guide instructional planning.

Flexible Grouping: Students are grouped by skill level and may rotate among small-group instruction, centers (e.g., play, sensory activities), or targeted support sessions. Groupings are adjusted regularly based on student progress.

Core Instruction: Students participate in whole-group phonics and phonemic awareness lessons, with additional support provided through small-group and individualized instruction.

Progress Monitoring: TK students follow the same assessment schedule as kindergarten and first-grade students to track progress in reading, math, sight word recognition, and letter/sound mastery. Assessments align with the Common Core State Standards, and TK students are expected to achieve at least half of kindergarten standards by the end of the program.

Key Areas of Focus:

- Literacy: Emphasis is placed on oral language acquisition, phonemic awareness, and phonics, building the foundation for kindergarten-level reading fluency. Teachers support comprehension through background knowledge, clear instructional language, and nonverbal cues, especially for English Learners (ELs).
- Mathematics: Instruction focuses on number sense, including linking symbols to quantities, understanding part-to-whole relationships, and developing calculation fluency.
- Integrated Learning: Science and social studies are woven into literacy and math lessons, fostering connections across subject areas.

Adult-to-Student Ratios:

2025–2026 School Year: TK classrooms are required to maintain an average adult-to-student ratio of 1:10 at each school site to enhance individualized attention and support. These staffing requirements are designed to ensure that TK programs provide developmentally appropriate and effective instruction, supporting the diverse needs of young learners across California.

Continuation to Kindergarten

Students who complete Jardin’s TK program automatically advance to kindergarten the following year. No student may spend more than two years in a combination of TK and kindergarten. (Education Code 46300)

INSTRUCTIONAL PHILOSOPHY

Interests and the ability to construct conceptual understandings from meaningful experiences motivate students. Through the use of the systematic and direct instruction curriculum, Jardin teachers facilitate these experiences for their students, using current research to guide their practice. Jardin builds upon students’ prior knowledge, making use of concrete materials and direct experiences. Jardin helps students discover how to make sense of the world, solve problems and use reference materials.

INSTRUCTIONAL PROGRAM

Jardin provides a strong academic experience for all students by making use of what others have already found successful. Students learn through balanced, systematic, direct instruction in sound and word recognition, guided practice, and application of skills with extensive reading of decodable texts and authentic literature. Direct instruction in phonics and other processing skills is more important for English monolingual poor children and/or second language learners than it is for middle-class English

monolingual children (Diane August and Kenji Hakuta, editors, *Improving Schooling for Language-Minority Children: A Research Agenda*, Washington DC: National Academy Press, 1997.)

CURRICULUM

The subjects covered in the K-1 curriculum include English Language Arts, Mathematics, History/ Social Sciences, Science, Fine Arts, English Language Development and Physical Education. Jardin uses a combination of state adopted curriculum and supplemental programs to build basic skills, critical thinking skills and life skills. The curriculum adheres to Common Core State Standards and is researched based. Essential to the implementation of the curriculum program, are:

- Allocating sufficient time to attain essential skills
- Introducing new information in manageable and sequential format
- Building on students' prior knowledge
- Reviewing previously taught skills
- Administering ongoing assessments to inform instruction
- Providing immediate intervention strategies for those students who are not demonstrating progress towards grade level standards

English Language Arts

Jardin is committed to a comprehensive and balanced English Language Arts program that will enable students to meet the Common Core State Standards. Students at Jardin go on to become competent readers and writers, able to enjoy literature, communicate effectively, and think critically.

Jardin is excited to adopt the i-Ready Reading Program, a research-based, adaptive instructional platform designed to support effective teaching practices and meet the diverse learning needs of students. Aligned with California Common Core State Standards, i-Ready incorporates key components of effective instruction, including:

- **Personalized Learning:** The program creates individualized learning paths based on each student's strengths and areas for growth, ensuring targeted support.
- **Data-Driven Instruction:** Diagnostic assessments provide real-time data that allows teachers to tailor lessons to address specific needs and monitor progress effectively.
- **Explicit Skill Development:** i-Ready emphasizes foundational reading skills, including phonemic awareness, phonics, fluency, vocabulary, and comprehension strategies.
- **Engaging, Differentiated Activities:** The platform offers interactive, engaging lessons that adapt to student performance, keeping learners motivated and challenged.
- **Multilingual and Inclusive Support:** i-Ready is particularly effective for multilingual learners and students from diverse educational backgrounds, offering scaffolds and support to build proficiency and confidence.

By integrating i-Ready Reading into our curriculum, Jardin ensures instruction is both rigorous and developmentally appropriate. This adoption reflects our commitment to providing equitable access to high-quality literacy education, fostering a love for reading, and equipping students with essential skills for academic and lifelong success.

Handwriting without Tears is an integral component to the Jardin's curriculum. When assessments showed that students with poor handwriting skills had difficulty in other academic areas. Handwriting without Tears research showed that children experiencing difficulty mastering handwriting skills avoid writing, leading to a delay in writing development. This delay often leads to poor academic achievement and low self-esteem. Students are taught correct posture, correct grip and starting position for writing

utilizing hands-on engaging activities. In kindergarten, students begin handwriting with no-pencil, no-paper activities, developing writing skills by moving, touching and manipulating objects. This focus on handwriting helps students move beyond the difficulties of learning to write and helps them become legible, fluent hand writers. In first grade, the Handwriting without Tears lessons emphasizes the correct use of lowercase letters in words and sentences. The *Learn and Check* section offers first grade students the ability to learn and apply self-checks on letters, words, and sentences. The teacher's guide for first grade also provides teachers with ideas and strategies for remediation (i.e., pencil grip, lefties, printing difficulties).

Mathematics

Jardin provides a mathematics curriculum designed to prepare students to meet the Common Core State Standards. Using standards-based instructional materials and manipulatives, students receive a comprehensive education in key areas such as number sense, measurement, reasoning, logical thinking, and problem-solving skills. This approach equips students with the foundational knowledge and critical thinking abilities needed for academic success in mathematics.

In the 2024–25 school year, Jardin adopted the i-Ready Classroom Mathematics Program as a core component of its curriculum. Designed to align with California Common Core State Standards, this program incorporates the key elements of effective instruction to ensure equitable and high-quality learning experiences for all students.

The program emphasizes a balanced approach to mathematics, fostering conceptual understanding, procedural fluency, and real-world application. With engaging, research-based lessons, i-Ready Classroom Math promotes critical thinking, problem-solving skills, and a growth mindset. Its data-driven insights empower teachers to differentiate instruction, meeting the unique needs of each student. The program also includes:

- Scaffolded Support: Tailored strategies for multilingual learners and students requiring additional help, ensuring accessibility for all.
- Interactive and Hands-On Learning: Digital tools and hands-on activities engage students, encouraging active participation and deeper connections to mathematical concepts.
- Ongoing Assessment: Formative and summative assessments provide actionable feedback, enabling teachers to monitor progress and adjust instruction effectively.
- Collaboration and Communication: Group work and discussions help students articulate their thinking, enhancing both understanding and communication skills.

By adopting i-Ready Classroom Math, Jardin is equipping students with the skills, confidence, and critical-thinking abilities they need to excel academically and succeed in real-world contexts. This program reflects Jardin's commitment to fostering a robust mathematical foundation for every student.

Science

Students demonstrate understanding of scientific concepts and ideas through real-world applications. The Next Generation Science Standards are the basis for content and scientific thinking. Students will utilize scientific research and inquiry methods to conduct investigations and problem solve. They apply conceptual knowledge and processes from major branches of science (biology, chemistry, earth and physical science) in order to further the study of science and relate the study of science to other disciplines. The instruction will align and integrate with Common Core State Standards in English Language Arts curriculum.

In addition to its integrated curriculum, Jardin enhances learning by providing real-world applications through on- and off-site field trips. For example, the Wildlife Learning Center visits the school to deliver

engaging, on-site educational programs. This team of biologists and wildlife educators introduces students to rescued and captive-born animals from around the world, offering a unique, hands-on learning experience. Complementing this approach, Jardin partners with Mad Science, an organization that reinforces the science curriculum by engaging students in fun, interactive projects. These activities not only deepen students' understanding of scientific concepts but also foster excitement and curiosity about the natural world.

History/Social Science

Jardin offers a social science curriculum that prepares students to meet Common Core State Standards by interweaving its instructional program in English Language Arts and Social Science. The stories and facts in social science/history are the direction for reading and writing.

In kindergarten, students learn what it means to be a good citizen, recognize national and state icons and symbols, and examine the kinds of work that people engage in and how that helps the whole community. Firemen, police, nurses, librarians and others come to the school to share what they do in the community. The children learn to compare and contrast people places and environments, learn to place events in temporal order and understand how history relates to people, events and places of past times. In grade one, the classroom serves as a microcosm of society in which decisions are made with respect for individual responsibility, for other people, and for the rules by which we all must live: fair play, good sportsmanship, and respect for the rights and opinions of others. Students examine the geographic and economic aspects of life in their own neighborhoods and compare them to those of people long ago. Students explore the varied backgrounds of American citizens and learn about the symbols, icons, and songs that reflect our common heritage.

Physical Education

Jardin's physical education curriculum is designed to prepare students to meet the Common Core State Standards through the use of standards-based physical education materials that align with each of the physical education standards. Recognizing the critical role of gross motor skill development for young learners, physical education is thoughtfully incorporated into the daily schedule for all students. Jardin complies with state law by ensuring first-grade students receive at least 200 minutes of physical education instruction every 10 school days, exclusive of recess and lunch periods. This comprehensive approach promotes physical fitness, motor skill development, and a lifelong appreciation for health and wellness.

PROFESSIONAL DEVELOPMENT

Professional development at Jardin is a continuous, year-round process designed to enhance instructional effectiveness and meet the needs of all students. Each summer, teachers participate in a week-long planning session prior to the start of the school year, which includes all mandated trainings. Throughout the year, teachers stay current with educational strategies by attending professional development workshops, curriculum training sessions, and reading relevant educational literature. Specialized workshops focus on identifying and supporting the needs of diverse learners, including students with special needs and English Language Learners.

Topics covered during professional development sessions include:

- Data and Assessment: Using assessment data to inform and guide instruction.
- Classroom Management: Strategies for teaching children with special needs.
- Long-Term Planning: Enhancing the educational program through effective planning.
- Parent Engagement: Strengthening collaboration with parents to support student success.

Jardin uses curriculum-based and school-designed assessments and verifiable data to identify areas of student need, creating a dynamic cycle of teaching, evaluating, and improving instruction. Weekly staff meetings with the director provide opportunities for teachers to report on student progress, share insights, and collaborate on strategies to refine their classroom practices.

Jardin takes a personalized approach to professional development, designing training sessions that address the unique needs and experiences of its teachers and students. By focusing on relevant and practical strategies, this approach ensures professional development is meaningful and effective in fostering student success.

STUDENTS WITH SPECIAL NEEDS

1. ENGLISH LANGUAGE LEARNERS

Jardin will follow all applicable laws in serving its English Language Learners (ELL). ELL students will be immersed in a Structured English Immersion classroom with the small group and individual customized language support needed to master the grammatical framework and vocabulary required to develop as readers and writers. The most crucial aspect of teaching ELL students is the professional development that teachers are provided. It helps them understand the steps that their students are going through to acquire English. All Jardin teachers will be CLAD certified, in the process of obtaining CLAD certification or a CCTC recognized equivalent.

A. IDENTIFICATION & ASSESSMENT

- Home Language Survey (HLS)
Parents or legal guardians of students shall complete the Home Language Survey when they enroll their child at Jardin. If a student's Home Language Survey shows a response other than English to questions 1, 2, or 3, he/she must be tested within 30 days for English comprehension, speaking, reading and writing.
- English Language Proficiency Assessment
All students with a home language other than English will participate in English Language Proficiency Assessments for California ("ELPAC") testing. All students whose primary language is not English must take the ELPAC within 30 calendar days after they are enrolled in a California public school for the first time. The ELPAC also must be given once each year to ELLs until students are reclassified as fluent English proficient. These scores will be placed in the student's file.
The purpose of the ELPAC is: (1) to identify new students who are ELL in kindergarten through grade twelve; (2) to determine their level of English proficiency; (3) to monitor their progress in learning English on an annual basis; and (4) to determine when students have met one of the criteria to be reclassified to Fluent English Proficient (FEP) status.
- Initial Identification of Students
Legal guidelines clarify that, an ELL student is a K-12 student who, based on objective assessment (the "ELPAC"), has not developed listening, speaking, reading, and writing proficiencies in English sufficient for participation in a regular school program.

At Jardin, the initial determination of whether or not a student is designated, as an English Language Learner (ELL) or Fluent English Proficient (FEP) will be based upon the score received on the ELPAC.

- Ongoing Assessment

Each English Language Learner will be evaluated every six months via a parent conference process. Each English Language Learner's English proficiency development will be assessed two times during the year. The student's English and/or academic needs will be discussed, and individual student achievement and longitudinal growth will be evaluated based on the school's monthly internal assessments. The following multiple measures may be examined:

1. ELPAC data
2. Student portfolios
3. Monthly assessments
4. Teacher observations
5. Verifiable Data

- Criteria, Standards and Procedures for Reclassification

When an ELL student demonstrates adequate oral and academic English skills, a recommendation for reclassification can be made. Each former LEP student who has been reclassified to FEP has demonstrated English-language proficiency comparable to that of the average native speakers. (Education Code 52164.6) The participation of the classroom teacher, parent(s) and an administrator is required in the reclassification process.

The following criteria and standards for reclassification shall be used to determine when Limited English Proficient (LEP) students have developed the English language skills necessary (oral and academic) to succeed in English-only instruction and may be reclassified as Fluent English Proficient (RFEP). The director will ensure that all ELL students are considered for reclassification at any time and/or on an annual basis. Classroom teacher or parent may also initiate the reclassification process by reviewing applicable assessment data. Using the criteria listed below, the teacher determines whether the student has met all the standards to be reclassified to RFEP status and ensures that parent consultation is completed.

- 1) *Assessment of English Proficiency*- Review of ELPAC results from summative assessment. An overall score of well developed.
- 2) *Teacher Evaluation of Academic Performance*- Student meets average grade level academic performance standards in English Language Arts
- 3) *Parent/Guardian Consultation*

- Follow-up Procedures

The progress of students who have been reclassified will be monitored for two years following the reclassification. Jardin will notify feeder schools of children redesignated as Fluent English Proficient and request the school monitor the students' continued progress with academic English, providing English Language supports when required.

B. INSTRUCTIONAL METHODOLOGY

- Structured English Immersion

Jardin's classes use Structured English Immersion, supported by Specially Designed Academic Instruction in English (SDAIE), and systematic, direct instruction. Structured English Immersion incorporates learning strategies proven successful with language acquisition. It builds upon students' prior knowledge, makes use of concrete materials

and direct experiences, and provides explicit strategies to help students use oral and written language for learning.

Structured English Immersion is designed to teach English by teaching content in English, and when necessary teachers provide primary language support. Subject matter instruction is organized to promote language acquisition while teaching academically demanding, grade-level-appropriate material. Special teaching techniques are used to help second language students understand English instruction even though they are still limited in English language proficiency.

Students in Jardin's Structured English Immersion classrooms do not have to be of the same language background. Instruction is geared to students' language proficiency at each stage so that it is comprehensible. Students learn English and subject matter content simultaneously. When possible, a student's primary language, if other than English, is used for clarification in those instances where a child cannot complete a task without it.

- Specialty Designed Academic Instruction in English (SDAIE)

SDAIE is the instructional approach used to support the Structured English Immersion program. SDAIE promotes grade-level content learning, comprehension and English acquisition no matter what the child's language proficiency is. It enables teachers to prepare students with appropriate language development, organize curriculum presentation using methods designed for students learning a new language and provide explicit instruction in learning strategies. The critical elements of SDAIE are not separate but overlap and influence each other.

Content: Content instruction provides grade-level, cognitively demanding core curriculum learning while promoting language and literacy learning. Special language modifications and techniques help students understand and process academic material. Techniques used include explaining the purpose of a lesson before teaching it, building background for lesson content, careful use of instructional language including definitions and repetitions of key words in context, and sufficient use of nonverbal cues.

Comprehension: English is geared to students' language proficiency at each stage so material is comprehensible. Teachers make instruction understandable by speaking clearly, repeating key points, defining essential vocabulary in context and using nonverbal communication cues such as pictures, graphs, objects and gestures. Some lessons involve specific vocabulary and grammatical structures such as the past or future tense. These language objectives are part of the lesson. Thus, students learn English and subject matter simultaneously.

Interaction: Combining comprehensible content with opportunities for social interaction encourages ELL students to process information verbally and nonverbally. To formulate thoughts in English promotes deeper understanding and retention of material. Real proficiency in English develops when students are forced to use it.

2. SOCIO-ECONOMICALLY DISADVANTAGED, STUDENTS ACHIEVING ABOVE AND BELOW GRADE LEVEL AND OTHER SPECIAL STUDENT POPULATIONS

Jardin is designed to serve low-income students. The charter offers an extended-day, extended-year, academically demanding, grade-level curriculum to some of the district's most educationally-at-risk students. School achievement, however, will not be improved simply by adding educational resources. Without a consistent structure of high expectations, motivating children to take advantage of the increased educational opportunities Jardin offers is difficult. Therefore, Jardin has regularly scheduled parent meeting designed to help parents acquire and then instill in their children a shared belief in the importance of education and of the formation of character to produce the kinds of attitudes and efforts conducive to academic achievement.

A. Support for Academically Low-Achieving Students

Jardin students are given opportunities to expand, challenge and realize their individual potential but when students are not performing at grade level a mix of intervention services are offered. Intervention services include: in class individual or small group instruction taught by classroom teacher; individual or small group instruction support provided by educational therapist; participation in an after-school support group. Instructional materials utilized for intervention services are based in proven best practices, may be created by teacher or may be researched based curriculum material.

Students targeted for intervention services are determined based on results of assessments. The Director meets with teachers weekly to analyze data, discuss student achievement and referrals for intervention. An educational therapist from Comprehensive Therapy Associates works with identified students at the school site. Jardin teachers meet with parents regularly to inform them of about their child's progress, the instruction and interventions used, the educator delivering the instruction, and the goals for students.

Students who do not achieve the progress in response to these targeted interventions are then referred for a comprehensive evaluation and considered for eligibility for special education services. The data collected during the different stages of intervention are included and used to make the eligibility decisions.

B. Support for Academically High-Achieving Students

Jardin's model is to be academically demanding while differentiating instruction for students of different levels, including students achieving above grade level. Instructional strategies such as high level questioning, academic discussion, critical thinking and personalized instruction.

3. SPECIAL EDUCATION PROGRAM AND SECTION 504 COMPLIANCE PLAN

Jardin will comply with all federal laws prohibiting discrimination based on disability. Jardin is accountable to its authorizer for compliance with the Individuals with Disabilities Education Act (IDEA). Under the IDEA, Jardin is responsible for ensuring that all students eligible for special education receive a free and appropriate public education (FAPE). Jardin will be its own Local Educational Agency (LEA) and is a member of the Los Angeles County Special Education Local Plan Area (SELPA) in conformity with Education Code 47641(b). Jardin has a Memorandum of Understanding (MOU) between the SELPA and Jardin related to the delineation of duties between the SELPA and Jardin. Should Jardin consider joining another SELPA in the future, it shall provide the required notification of intent to leave the SELPA at least one year and one day prior to the anticipated exit date (Education Code § 56195.3 [b]).

Jardin may request related services such as speech/language, occupational therapy, adaptive P.E., nursing and transportation from the SELPA, subject to SELPA approval and availability. Jardin may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

In the event Jardin seeks membership with a different state-approved SELPA, Jardin will provide notice to LACOE and the SELPA before June 30th of the prior year for which services are to commence.

A. Compliance with Federal and State Special Education and Disability Laws

Jardin acknowledges and understands that it is subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, including the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA) as well as all SELPA policies and procedures.

Jardin will be accountable for assuring compliance with federal and state special education and disability laws. Jardin understands that noncompliance with federal and state special education and disability laws may result in revocation of its charter with LACOE. Jardin will participate in the state's quality assurance process for special education such as verification reviews, coordinated compliance self-reviews, complaints monitoring, procedural safeguards, and the local plan. Jardin will participate in internal validation review. Jardin will follow all SELPA policies and procedures and will utilize appropriate SELPA forms.

B. Responsibility for Special Education Services

Jardin acknowledges and understands that Jardin is responsible for assuring that all special education students attending Jardin receive a free appropriate public education (FAPE) under the IDEA.

Jardin will be responsible for providing special education instruction according to the individualized education programs (IEPs) for each student with a disability enrolled at Jardin. Jardin will deliver special education instruction primarily within the regular classroom and will provide resource room "pull-out" services as required by student IEPs. Within this framework, Jardin will provide all necessary accommodations and instructional/curricular modifications as required by student IEPs.

Jardin will be responsible for providing special education related services and conducting initial evaluations and re-evaluations. Jardin will make available a continuum of alternative placements as necessary. Jardin will be responsible for providing the special education procedural notice to parents and will resolve special education disputes. The SELPA will make available its special education professional development and provide technical assistance to Jardin.

Jardin provides more intensive and specialized services for students inclusively than would normally require this type of setting. Jardin's flexible and supportive model is able to provide all children both the assistance and independence that they need. Jardin educates its special

education students to the maximum extent in age-appropriate general education classrooms with needed accommodations, instructional/curricular modifications and other supports. Jardin has a low student-teacher ratio, extended school day, extended academic year, instruction driven by formative assessment results, and small group and individual intervention. The special education providers work with parents and teachers to ensure each student's unique learning needs are met across a system of supports and services.

Jardin desires all staff continue to gain knowledge and develop expertise in special education in order to build capacity. Each school year, teacher development sessions include in-service for Jardin's general education staff to train them regarding pre-referral interventions, and the criteria and indicators for determining whether interventions are successful.

1. Child Find Activities

Jardin embraces the full mandate to search and serve children with special needs. It is engaged in a continuous and proactive effort to identify students with special needs and meet all requirements under IDEA. As a small school, Jardin has the opportunity to identify children with disabilities early so that it can intervene successfully before those children fail in the critical first years of education.

Parents, teachers, service agencies or other qualified professionals, may make referrals for special education and related services. When a verbal referral is made, Jardin will assist the individual in making a written request. Jardin will respond in writing to ensure timely access to special education services. Jardin will contact the referral source and request additional information or will notify parents that Jardin has developed an Individual Assessment Plan (IAP). When an IAP is warranted, it will be completed within 15 days of the referral. Parents will be provided a copy of the Parent Procedural Rights with the signed assessment plan.

If it is determined that the referral is not appropriate, Jardin will meet with the parents and referring party to address their educational concerns and review the purpose and scope of Special Education. A written explanation will be provided as well.

2. Special Education Teacher Qualifications

Jardin acknowledges and understands that it is not exempt from special education credentialing requirements under the IDEA. Jardin will contract with credentialed providers.

3. Related Services

Jardin will provide all related services required by IEPs, including but not limited to initial evaluations and re-evaluations, speech/language services, occupational therapy, physical therapy, paraprofessional services, school health care services, and an array of school psychology services for Jardin students. Certified or licensed professional staff will provide the services. Service delivery will range in time and intensity based on the needs of the students identified in the IEP.

C. Special Education Funding

Jardin understands that it will be subject to the allocation plan of the SELPA. Jardin will contract and hire its own special education service providers.

D. Nondiscriminatory Enrollment/Enrollment IEP Procedures

Jardin's initial enrollment application form will not ask a parent to state whether his or her child is on an IEP or a Section 504 plan. However, at the time that a child is accepted for enrollment at Jardin, the parent will be asked those questions.

If a child who has an IEP is accepted for enrollment at Jardin, Jardin will immediately facilitate the timely receipt of child's special education records. An IEP meeting will be timely scheduled to determine whether Jardin can provide the child with a FAPE. The child's IEP team will make all placement decisions, including any decision to exit the child from special education or any determination that Jardin is not an appropriate placement for the child.

If a child's IEP meeting cannot be scheduled prior to the onset of the academic school year, Jardin will provide the special education and related services specified by the child's current IEP, unless the child is a transfer student from another school district or public agency, in which case the procedures for transfer students set forth in Section V, below, will be followed.

E. Transfer Students

When a student who has an IEP developed by a school district other than the district in which Jardin is located enrolls at Jardin, Jardin will request records from the child's last school district of attendance. In such a case, Jardin will provide interim services comparable to those described in the student's IEP from the previous school district or public agency. Such interim services will continue to be provided until Jardin adopts the child's IEP from the child's previous school district or a new IEP is developed and implemented in accordance with the requirements of the IDEA.

F. System of Interventions

Jardin provides more intensive and specialized services for students inclusively than would normally require this type of setting. Jardin's flexible and supportive model is able to provide all children both the assistance and independence that they need. Jardin educates its special education students to the maximum extent in age-appropriate general education classrooms with needed accommodations, instructional/curricular modifications and other supports. Jardin has a low student-teacher ratio, extended day, extended year, instruction driven by formative assessment results, and small group and individual intervention. The special education providers work with parents and teachers to ensure each student's unique learning needs are met across a system of supports and services.

Jardin's general education approach is built on a system for differentiating instruction according to student need and implementing and monitoring interventions for all students who are not meeting standards. This design supports the goals of a collaborative model with

the Resource Specialist, who will be responsible for extending these services to students with special needs to meet IEP goals. This close collaboration between general and special education professionals to serve any student who is experiencing learning challenges will help students reach their academic goals each academic year. The Resource Specialist will be responsible for implementing an IEP such that the student is able to make adequate progress towards grade level standards. Jardin monitors progress on a regular basis and the Resource Specialist will collect IEP specific data for to determine if adequate progress is being made.

Because of Jardin's small class sizes, one-on-one intervention and time for daily teacher interventions, Jardin can serve students with severe disabilities within the general education program and provide intensive specialized instruction or structure as needed. It is Jardin's goal to serve all students in the Least Restrictive Environment, with their age-group peers. To ensure access to appropriate learning, Jardin employs fully credentialed specialists.

Removal of students from the general education environment would only be considered if the student is not meeting goals and objectives with the provision of supplemental aids and services in that setting. This determination would be reached only through the IEP process with appropriate designated personnel, parent in attendance and written agreement of all members of the IEP team. Students with severe disabilities are supported within the general education classes by ensuring ongoing collaboration with all involved with the child so all can benefit from each other's individual contributions to the unified goals.

Jardin acknowledges and understands that all children can learn and achieve high standards as a result of effective teaching and will provide resources to students in need of academic and/or behavior support. Jardin will regularly convene a Student Success Team to identify students who are not making expected progress. Jardin's Student Success Team (SST) will include Jardin's principal, a special education teacher, a school psychologist, and as appropriate, the student's parents and the classroom teacher.

Jardin will implement appropriate interventions for a student at the earliest indication of student need in order to ensure the student's success. The Student Success Team will consider all pertinent information and the unique needs of the child in order to generate strategies for meeting the child's needs in a non-special education setting. The Student Success Team will tailor appropriate interventions to meet the unique needs of each student identified.

Jardin will use a continuum of tiered interventions with increasing levels of intensity and duration to address the full range of student needs. Jardin will use three levels of tiered interventions. Tier I instruction will include high quality, research-based curricula and instructional strategies and as core instruction for all students. Tier II interventions will involve offering supplemental instruction in addition to the Tier I instruction designed to meet the needs of students not progressing as expected. Tier III interventions will involve explicit instruction that is focused on a specific skill need.

Jardin understands that student results are improved when ongoing academic and behavioral performance data are used to inform instructional decisions. The Student Success Team will regularly monitor and document the progress of a student when the intervention is implemented. Jardin will also document how the interventions are implemented to ensure they are carried out as designed. The Student Success Team will develop criteria and indicators to determine whether a pre-referral intervention is successful. If the Student

Success Team determines that an intervention has not been successful for a child, a new intervention with a higher degree of intensity will be implemented.

A referral to special education for an initial evaluation will be made if the Student Success Team suspects a child has a disability or the parent requests an evaluation. Jardin understands that the documentation of a student's progress when implementing an intervention will become part of the body of evidence used in determining if a child has a disability and is eligible for special education services.

Jardin understands that ongoing and meaningful involvement of families increases student success. The Student Success Team will be responsible for notifying the student's parents of the concerns involving the student and give the parents the opportunity to share information that may impact the student's learning or behavior problems. The Student Success Team will inform the parents of the intervention used for the child and the child's progress while receiving the intervention.

Jardin desires all staff continue to gain knowledge and develop expertise in special education in order to build capacity. Each school year, teacher development sessions include in-service for Jardin's general education staff to train them regarding pre-referral interventions, and the criteria and indicators for determining whether interventions are successful.

G. Initial Evaluation and Re-Evaluation Procedures

Jardin will be responsible for conducting all initial evaluations and re-evaluations, obtaining written parental consent for evaluations, tracking required timelines, scheduling, and facilitating eligibility determination meetings.

Eligibility determination begins with the Assessment Plan and receipt of the signed assessment plan begins the special education timeline. An assessment plan will be developed and the family contacted within fifteen (15) school days. The parent/guardian has fifteen (15) school days from the date of receiving the Assessment Plan to consent to the plan and return it to the school staff.

A copy of the Notice of Parent Rights is provided to parent with the assessment plan. An Individual Assessment Plan will also be developed for students currently eligible for IEP services whenever a reassessment is required, such as for the Annual Review or Triennial Re-Evaluation and Notice of Parents Rights will be provided.

Written parent consent is required before the assessment may be conducted. Parents have at least 15 school days from the receipt of the assessment plan to make a decision. Assessment may begin immediately upon receipt of consent.

Within 60 school days of receipt of the signed IAP, the assessment must be completed, and a team meeting is to be held to determine a student's eligibility, as well as to develop the individualized education plan. Parents are to be provided no less than ten day's prior written notice of meetings regarding the educational program for their child.

A review of each student's IEP must be conducted at least once annually, including a summary of progress. Re-evaluation must occur every three years to determine a student's

continued eligibility or need. Prior to the three-year review, the IEP team shall review existing progress towards goals and determine what additional data is needed.

Assessment:

The special education evaluation has three major purposes:

- To assess needs and gather information about the student.
- To determine eligibility for special education programs and services.
- To recommend the appropriate special education programs and/or related services for the student.

Prior to the assessment, a Jardin will contact the parent to review the reason for assessment and to describe the materials and procedures that will be used to obtain information about the child. The rights of the parent/guardian and school district related to assessment are explained to ensure parent is fully informed.

A parent's written consent for release of confidential information may also be part of the assessment meeting, as well as making arrangements to have the child's needs evaluated through testing and conferences held among others who have worked with the child's, such as counselors, therapists, psychologists, or social services. Written consent for participation in assessment will be needed, and evaluation results will be shared with parents.

Assessments are conducted in primary language and materials when determined necessary to ensure that they measure the extent of disability rather than English language skills. Ecological assessments are conducted for students with moderate-severe disabilities. Assessments are student centered and will meet all federal timelines. All children who transfer into a Jardin are placed on a 30-day interim IEP and are assessed as needed within the 30-day period

Assessments must address all areas related to the suspected disability and be conducted by a multidisciplinary team, including the parent. The assessment plan considers each of the following when appropriate: vision, motor abilities, general ability - self-help, career and vocational abilities and interests, developmental history, hearing, language function, academic performance, orientation and mobility, social and emotional status, health and development. For pupils with suspected disabilities or a behavior disorder, at least one member of the assessment team, other than the child's general education teacher, shall observe the child's performance in the general classroom setting and document the observation.

For initial evaluations and re-evaluations, students will be assessed in hearing and vision, unless parent consent is not provided. All students not meeting threshold hearing test requirements will be appropriately referred for trained personal for hearing tests. A student's health provider may also provide information if a student has been medically diagnosed with a chronic illness or relevant medical issue that may interfere with learning. In short, no single procedure will be used as the sole criterion for determining an appropriate educational program for an individual with exceptional needs. Under certain conditions, parents have the right to obtain an independent assessment at public expense.

The Individual Assessment Plan will reflect the unique concerns and strengths of each student. It will be provided in the primary language of the parent or another mode of communication used by the parent, unless to do so, is clearly not feasible. It will provide an

explanation of each type of assessment. It will state that no educational placement will result from the assessment without the consent of the parent. A copy of the Parental Rights and Procedures will be attached to IAP. The assessment will be completed and an IEP meeting will be held within 60 school days from the date of receipt of the parent's written consent for assessment.

All assessment reports will then possibly include the following, though not limited to the following: the student's present level of educational performance, the relevant behavior noted during the observation of the student in an appropriate setting, the relationship of that behavior to the student's academic and social functioning, the educationally relevant medical findings if any, whether there is a discrepancy between achievement and ability that cannot be corrected with special education and services, a determination concerning the effect of environmental, cultural, or economic disadvantage, where appropriate, how the student's disability affect involvement and progress in the general curriculum, what is the student's historical and current functioning in the general education curriculum regardless of the setting, what deficits in the student's cognitive functioning, communicative functioning, social and emotional functioning and physical functioning might serve as a barrier to their successful involvement in the general education curriculum, and what has been the impact of the student's attendance on his/her achievement.

Jardin will conduct a functional analysis assessment (FAA) if an IEP team determines that a student with a disability exhibits serious behavioral problems. Assessment includes parent interviews, file review, direct observation and review of health and medical records.

The IEP team will then meet with the parents, who are also designated specifically as members of the team, to reach an eligibility determination in consideration of all of the data, observations and assessment results.

H. IEP Development and Review Meetings

Jardin will be responsible for tracking IEP annual, triennial, and other review meeting timelines. Jardin will ensure that an appropriately constituted IEP team is assembled for each IEP meeting. The IEP team will determine how a student will participate in statewide testing. Jardin will be responsible for preparing and delivering legally compliant Notice of Meeting to parents. If a child is determined to be eligible for special education, Jardin will obtain written parental consent for initial placement.

Parents provide consent to assessment and provision of special education services, they participate in meetings for the identification, evaluation and placement of their child in a Free Appropriate Public Education, and they participate in development of goals and objectives. Parents will receive a copy of Parents Rights and Procedural Safeguards at the beginning of the school year, when the school intends to assess a student, or when the school intends to change or refuse service.

The Individualized Education Program (IEP) will include annual goals and short-term objectives, the services to be provided, when services will begin, how often they will be provided and for how long, the instructional program(s) where services are to be provided and by whom, the amount of time to be spent in general education and how progress is to be measured. The IDEA lists 13 different disability categories under which 3 through 21-year-olds may be eligible for services. For a child to be eligible for services, the disability must

affect the child's educational performance. The disability categories listed in IDEA are: autism, deaf-blindness, emotional disturbance, hearing impairment, mental retardation, multiple disabilities, orthopedic impairment, other health impairment, specific learning disability, speech or language impairment, traumatic brain injury or visual impairment.

In conformance with the federal requirement to provide students with disabilities access to the general education curriculum, IEPs will be standards-based. They will include goals that are based on grade-level content standards and provide for monitoring of student's progress in achieving those goals.

Once a year, an IEP is convened to review the progress and placement of each child and to make any needed changes to the IEP. Every three years, there is a comprehensive reevaluation of each child. IEPs can also be held at any time when requested in writing by a parent or by the school.

I. Extended School Year (ESY) Services

Jardin will provide all special education instruction and all related services for extended school year (ESY) services required by student IEPs. Jardin acknowledges and understands that the purpose of ESY services is to maintain the student's current skills and not to develop new skills. Determination of whether a student is eligible for ESY services will be made by the IEP team.

J. Transportation

Jardin will provide transport to any student if required by a written statement in the student's IEP, and only with the written consensus of the IEP team as needed, for any eligible child to and from school and all school related activities. Jardin will locate a local LEA or a contract service provider to fulfill these portions of the IEP.

K. Procedural Safeguards

Jardin will provide written notice to the parents of Jardin special education students whenever there is a proposal or refusal to initiate or change the identification, evaluation, or educational placement of the child.

L. Student Discipline

When Jardin is contemplating student discipline that is likely to result in a change of placement for one of its special education students, it will ensure that all federal and state special education and student discipline timelines are met.

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school, the parent and the relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP any teacher observations, and any relevant information provided by the parents to determine if the behavior was a manifestation of the child's disability.

If the school, the parent and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall conduct a functional behavior assessment and implement a behavior intervention plan for such child provided the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement.

If a behavioral intervention plan has been developed, review the behavioral assessment plan and modify it as necessary to address the behavior.

If the school, the parent, and the relevant members of the IEP Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

M. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the office of Administrative Hearing. When an appeal relating to the placement of the student or manifestation determination has been requested by either the parent or the school, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for an interim alternative educational setting, whichever occurs first, unless the parent and the school agree otherwise.

N. Special Circumstances

Jardin may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

O. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

P. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated Jardin's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Jardin had knowledge that the student was disabled before the behavior occurred. Jardin shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to school supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Jardin personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other School supervisory personnel.

If Jardin knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If Jardin had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the School pending the results of the evaluation.

Jardin shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Q. Disputes Involving Parents

If a student's parent expresses verbal or written dissatisfaction with the student's special education program and of his/her intent to dispute it, Jardin will immediately convene a meeting to mediate a resolution. Jardin is fully responsible for resolving the dispute. Jardin is responsible for any legal costs attendant to a legal action initiated by parents.

If there is no resolution between the parent and Jardin, the complaint resolution process is available. When a complaint alleges that there has been a failure to implement a federal or state special education or disability discrimination law or regulation by Jardin, the complaint resolution process is available to investigate the situation.

Either parents or Jardin may request a mediation conference by submitting a written request to the Office of Administrative Hearings, Special Education Division via mail. The complaint must be in writing and should describe the problem and include all the information needed to support the allegation or complaint.

R. Confidentiality and Special Education Records

Pursuant to the IDEA and the federal Family Educational Rights and Privacy Act, Jardin will establish policies and procedures to maintain the confidentiality of personally identifiable

information in special education records during all stages of their collection, storage, disclosure and destruction. Jardin will notify the appropriate special education office when a parent or student requests access to, or requests copies of, the student's special education records so that all locations and formats for storage of the requested records can be fully identified for proper production to the parent or student.

S. Professional Development, Technical Assistance and Other Communications

The SELPA will notify Jardin of SELPA sponsored special education in-service training opportunities and their dates. Appropriate Jardin personnel will attend SELPA-sponsored special education in-service training whenever possible. Jardin will contact the SELPA when Jardin is in need of technical assistance. The SELPA will include Jardin in communications to its schools regarding new and important special education information and updates.

T. Section 504 Eligibility, Services, Technical Assistance and Training

Not all children will qualify for Special Education Services who have an objectively identified disability that substantially limits a major life activity including, but not limited to learning, is eligible for accommodation by the school. Jardin is responsible for determining student eligibility for Section 504 services and, as a best practice, convenes a Section 504 team as necessary when a Jardin student has been determined to be ineligible for services under the IDEA. The parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement option, and accommodations shall participate on the 504 team. The 504 team will review the student's existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether a recommendation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under IDEA, those evaluations can be used to help determine eligibility under Section 504.

The 504 team that will evaluate the nature of the student's disability and the impact upon the student's education shall carry out the student evaluation. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. Jardin will develop a written Section 504 plan for eligible students, will be responsible for delivering Section 504 services and responsible for holding determination reviews in connection with student discipline proceedings.

The 504 Plan may be altered by sending a written notice to all persons who attended the first planning meeting in an effort to schedule a time for a plan review.

ELEMENTS 2 & 3 MEASUREABLE PUPIL OUTCOMES AND PROGRESS

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

- Education Code 47605(c)(5)(B).

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

MEASURABLE STUDENT OUTCOMES

All Jardin goals are focused on and aligned to the state priorities. Jardin is committed to ensuring that all students meet grade level based on the California Common Core State Standards. Success in kindergarten and first grade creates the confidence and momentum necessary for mastery of knowledge in each successive grade.

To establish a foundation for this success, Jardin helps students develop strong critical thinking and problem-solving skills as they acquire basic skills. Jardin ensures students acquire life skills such as self-control, perseverance and the ability to cooperate effectively with others, and fosters a sense of integrity, confidence and responsibility to the larger community.

In order to best serve our students, Jardin will remain responsive to changes in standards, by reviewing and updating these outcomes and assessment methods as needed. The Common Core State Standards and assessments for students with exceptional needs or limited English proficiency are adapted appropriately according to their Individualized Education Plans (IEP) and/or English language proficiency levels.

ASSESSMENTS

Jardin's academic program is data driven based on California Common Core State Standards. Jardin acknowledges overall school performance is a reflection of the cumulative success of individual students. With consistent progress and improved school performance, Jardin strives to significantly improve learning for all its students, including all subgroups. Continuous assessments and evaluations ensure teachers monitor students' learning, achievement and proficiency of content at their respective grade levels and ensures students meet the high academic standards set for all students. Assessments also are used to inform parents about the standards for student work. Standards based progress reports are sent home three times a year. Progress reports allow parents to see if students have mastered specific standards.

The assessment process relies on collaboration between the director, teachers and parents. By regular director/teacher meetings to evaluate student data, teachers determine a students' area of need and parents also are informed to support their child. By maintaining teacher/parent communication all stakeholders are responsible for helping students achieve success throughout the school year. Assessments support and guide instructional practices and the learning process, and help students achieve mastery of content.

Assessment also calls attention to those areas where understanding is still incomplete and enables teachers to focus their teaching accordingly. Assessments are grounded in the standards presented by the California Common Core State Standards and inform all areas of instruction.

Jardin utilizes the following assessments of student learning:

- A. Pre-Assessments and Post-Assessments: To more fully and accurately demonstrate learning and acquisition of specific skills, teachers utilize content appropriate pre- and post-assessments. These assessments measure individual student achievement at various intervals throughout the year.
- B. Unit Assessments: Upon culmination of a content unit, teachers use curriculum-based assessments to assess students' learning and mastery of content.
- C. Verifiable Data: i-Ready Diagnostic assessment alongside MyPath lessons to effectively measure student progress and deepen understanding of key concepts. The i-Ready Diagnostic provides a comprehensive analysis of individual student performance, identifying strengths and areas for growth in both reading and math. Based on diagnostic results, MyPath lessons deliver personalized, targeted instruction tailored to each student's unique learning needs. This approach not only tracks progress over time but also ensures students receive the support they need to master critical skills and concepts, fostering growth and academic achievement.
- D. English Language Development: For ELL students, a folder containing ELPAC scores, assessment scores, student report cards, and student work samples kept on file. Teachers use this information to track students' ELD progress and to review when determining whether students are eligible for reclassification.
- E. Teacher Observations: Teachers keep anecdotal records to document observations made of student's work habits and milestones.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by Jardin at the school site.

CHARTER SCHOOL MEASURABLE OUTCOMES ALIGNED TO STATE PRIORITIES

CHARTER SCHOOL OUTCOMES ALIGNED TO STATE PRIORITIES
State Priority #1 <i>The degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d).</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #1
Provide all students with high quality instruction and a rigorous Common Core aligned curriculum in a well-maintained school facility.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Employ appropriately credentialed and assigned teachers. • Ensure all students have access to standards-aligned instructional materials.

<ul style="list-style-type: none"> • Conduct an annual School Facility Inspection Report
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • 100% of teachers appropriately credentialed and assigned. • 100% of teachers receive professional development on CCSS, ELA/ELD, Math, and NGSS. • 100% of students have access to standards-aligned materials. • Annual Facility Inspection Report Score of “Good” or higher.
<i>State Priority #2 Implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners.</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #2
Jardin will implement the California Common Core State Standards and California English Language Development Standards to close achievement gaps, especially for English learners.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Revise curriculum, provide professional development, and align assessments with CCSS. • Offer specialized professional development for differentiating instruction for English learners.
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • 100% of teachers receive professional development on CCSS and ELD standards. • 100% of English learners have access to ELD curriculum.
<i>State Priority #3 Parent involvement, including efforts to seek parent input in decision making for schools, and including how the Charter School will promote parent participation in programs for unduplicated pupils and individuals with exceptional needs.</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #3
Promote meaningful parent involvement.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Host an annual Parent/Student Orientation. • Require daily parent check-in logs addressing behavior, academics, and homework. • Conduct monthly parent meetings and biannual parent-teacher conferences. • Administer an annual parent survey to gather feedback.
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • At least 60% of parents express satisfaction in the annual survey. • Host at least three parent events/workshops annually. • Gather parent input in School Site Council meetings.
<i>State Priority #4 Pupil achievement, as measured by all of the following as applicable: performance on standardized tests, score on CAASPP, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program.</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #4
Provide students with an exceptional education to improve achievement outcomes.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Administer i-Ready diagnostic assessments three times a year (beginning, mid and end of year) • Administer ELPAC for English learners. • Offer academic interventions
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • Establish annual growth targets for diagnostic assessments. • At least 70% of ELL students show annual progress on ELPAC. • At least 10% of ELL students attain English proficiency annually.

State Priority #5 <i>Pupil engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates.</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #5
Cultivate an engaging learning environment.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Offer extended learning opportunities beyond the classroom to promote engagement and attendance
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • Maintain high ADA (average daily attendance). • Maintain low chronic absenteeism rates.
State Priority #6 <i>School climate, as measured by all of the following, as applicable: Pupil suspension rates, pupil expulsion rates and other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #6
Provide a safe and positive school climate.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Continue character education program. • Continue positive behavior incentives and host recognition events. • Administer an annual student survey.
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • Maintain low suspension and expulsion rates. • At least 60% of students agree the school provides a safe environment in the annual survey.
State Priority #7 <i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. “Broad course of study” includes the following, as applicable: Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210) Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #7
Ensure students access a broad course of study.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Provide access to courses beyond core subjects (e.g., PE, Art, Music). • Partner with a community organization to offer summer enrichment opportunities.
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • Annual review of the broad course of study by the Director.
State Priority #8 <i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>
ANNUAL GOALS TO ACHIEVE PRIORITY #8
Track student outcomes across a broad course of study.
ACTIONS TO ACHIEVE ANNUAL GOALS
<ul style="list-style-type: none"> • Use student surveys to analyze feedback on instruction in a broad course of study.
MEASURABLE OUTCOMES AND METHODS OF MEASUREMENT
<ul style="list-style-type: none"> • At least 60% of students agree the school offers a safe and inclusive learning environment, measured in the annual survey.

Data Use & Reporting

Jardin will collect and analyze data on student achievement on a regular basis and will share student achievement data with the director, parents, Jardin Board and the County:

- Teachers and the director will review data on student achievement during staff meetings and use this data to help monitor and improve Jardin's education program
- Parents will receive data on student achievement at parent meetings, with guidance and supports to ensure student progress
- The County will receive data on student achievement through Annual School Report

Jardin uses assessment data to assist in identifying strengths and weaknesses at a student level, grade level and school wide. Data is also analyzed and utilized to plan for professional development.

ELEMENT 4 : GOVERNANCE STRUCTURE

The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.

- Education Code Section 47605(c)(5)(D)

Jardin is a direct funded independent charter school operated as a California public benefit non-profit public benefit corporation, Jardin de la Infancia. Jardin de la Infancia exists as a legally and operationally independent nonprofit entity with its own board of directors. The affairs of the nonprofit corporation will be managed and its powers exercised under the Board's ultimate jurisdiction.

Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law. Jardin and/or its non-profit corporation is a separate legal entity and will be solely responsible for the debts and obligations of Jardin.

Jardin will be governed pursuant to the Articles of Incorporation and Bylaws adopted by the incorporators, subject to the limitations of the California Nonprofit Public Benefit Corporation Law and the California Charter Schools Act. Jardin shall ensure that, at all times throughout the term of the charter, the Bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this charter. Jardin will comply with all laws relating to public agencies in general, and all federal laws and regulations and state codes as it pertains to charter schools.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act, Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1, and a Corporations Code which shall be updated with any charter school-specific conflict of interest laws or regulations.

Jardin will comply with the Public Record Act and the Brown Act. All board meetings will be noticed and held in compliance with the provisions of the Brown Act and Education Code Section 47604.1(c). A majority of the directors then in office constitutes a quorum. All acts or decisions of the Board are by majority vote based upon the presence of the quorum. Participation through teleconference is permitted and in accordance with the Brown Act.

At least 72 hours before a regular meeting, Jardin will post on the front windows of the Charter School an agenda for public view containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda will specify the time and location of the regular meeting. Every agenda for regular meetings will provide an opportunity for members of the public to directly address the Board on any item of interest to the public that is within the subject matter jurisdiction of the board and provided that no action is taken unless the item appeared on the agenda or is otherwise authorized by law. Board minutes and those minutes will be approved at the subsequent board meeting. All meeting agendas and minutes will be kept and made available for review and audits.

Board meetings will be held within the physical boundaries of the county in which the Charter School is located, generally at the Charter School's facility, but subject to change. Regular board meetings will be held four (4) times per year. Frequency and location of regular board meetings are subject to change and will be noticed in accordance with Brown Act. Special and Emergency board meetings can be called according to Brown Act. The Annual meeting shall be held at a time, date and place as may be specified

and noticed by the Board of Directors, in compliance with Brown Act.

Members of the Jardin Board of Directors, administrators, managers or employees, and any committees of Jardin shall comply with federal and state laws, nonprofit integrity standards and LACOE's charter school policies and regulations regarding ethics and conflicts of interest. Prior to participating in any board actions, new board members will participate in Brown Act Training. By January 1, 2026, and thereafter, all Board members will comply with the ethics training requirements pursuant to AB 2158, requiring that all Board members receive two hours of qualifying ethics training at least once every two years.

PUBLIC OPERATING PRINCIPLES

Jardin is nonsectarian in its programs, admission policies, employment practices, and all other operations. Jardin shall not charge tuition, and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (race, ethnicity, religion, nationality, gender, gender identity, gender expression, actual or perceived disability, or sexual orientation or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status.

BOARD OF DIRECTORS

The Board of Directors has a legal and fiduciary responsibility for the well-being of Jardin. The Board of Directors is responsible for school matters including, but not limited to:

- Setting the enrollment and grade-level configuration for Jardin
- Approval of annual school budget, calendar, salary schedules, major fundraising events, and grant writing
- Monitor negotiation and approval of a Memorandum of Understanding (“MOU”) or other contracts with the County
- Approval of all financial policies that set the processes and controls for contracts, expenditures, and internal controls
- Hiring and termination of the Director and oversight over other personnel actions
- Approval of bylaws, resolutions, and policies and procedures of school operation.
- Oversee all changes to the school charter
- Participation as necessary in dispute resolution
- Monitoring overall student performance
- Evaluation of Jardin Director
- Monitoring the performance of Jardin and taking necessary action to ensure that the Charter School remains true to its mission and charter
- Monitoring the fiscal solvency of Jardin

- Participation in Jardin annual independent fiscal audit.
- Participation as necessary in student expulsion matters pursuant to Jardin policy

Jardin’s Director oversees the daily operations of Jardin and provides comprehensive reports related to academic, operation, and fiscal matters to the Board.

Board member selection is based on the expertise they bring to the Board. Terms of service are one year but are renewable indefinitely. Board members resigning from the Board will be replaced with someone having similar expertise as determined and selected by the remaining board members. The number of members will be regulated in accordance with Jardin’s bylaws. The Board is authorized to have up to ten members but is not required to have ten. The Board meets at least four times a year.

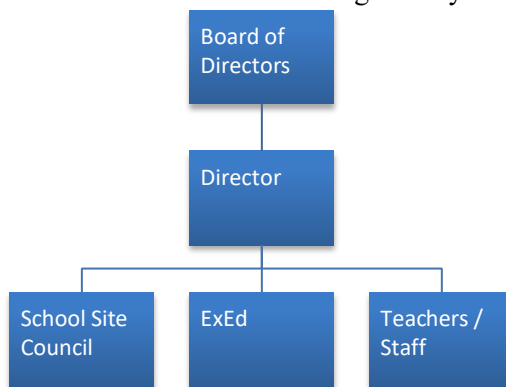
DIRECTOR

All management powers not specifically designated to the Board are delegated to the Director, who answers directly to the Board.

BUSINESS AND OPERATIONS MANAGEMENT

Jardin contracts with outside vendors to provide necessary non-education related services. As a small school, this enables Jardin to be managed by an expert team of financial and compliance experts.

ExED, a charter school development and management organization, provides services such as budgeting/forecasting, accounts set-up (insurance/benefits/attendance tracking), payroll, compliance/required reporting, service vendor contract negotiations and management, and purchasing. ExED has assisted with the development and management of many charter schools in Los Angeles. ExED adheres to generally accepted accounting principles. The accounting system identified by the school has adequate internal controls and follows generally accepted accounting principles.



PARENT AND TEACHER INVOLVEMENT

Jardin encourages all groups to participate in and share responsibility for the educational process and educational results.

The School Site Council (SSC) is a requirement for all schools that receive federal or state categorical funding. The SSC is composed of the director, teachers and parents. The SSC is required to produce a

Single Plan for Student Achievement (SPSA), which is replaced by the LEA plan for charters, which incorporates academic instructional programs and all categorical resource expenditures for their school, and monitor the implementation of and revise the plan annually.

Beyond compliance with the Education Code, Jardin's School Site Council will seek to empower and inform parents in the education of their children, the allocation of school resources, and the building of community and culture at their specific school. The SSC has the power to make recommendations about issues related to Jardin and participates in reviewing family and community concerns. The Director is responsible for communicating all SSC's policy recommendations to the Jardin Board of Directors.

Parent and teacher input is sought in developing policies and addressing school-wide concerns through active discussion with the Charter School's Director. Parent engagement and ongoing advocacy for their children is essential to Jardin's mission to eliminate the achievement gap. Jardin encourages parental involvement but shall notify the parents/guardians that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

Families will be informed about Jardin's performance through various channels. School performance—encompassing state accountability assessments, diagnostic assessments, and curriculum-based evaluations—is frequently discussed during parent meetings. It is also a key focus of parent-teacher conferences, where individual progress and broader school performance are addressed. Additionally, teachers and the Director are available each morning during drop-off, offering an opportunity for informal discussions. Parent feedback gathered during meetings often shapes discussions about potential improvements at the Charter School. Similarly, parents are encouraged to bring any concerns directly to the Director for consideration.

Given the small staff size of the Charter School, teachers communicate extensively with the Director daily and meet formally for weekly staff development meetings. The Director ensures concerns from teachers and parents are brought before the Board when appropriate.

All meeting agendas are posted in accordance with the Brown Act. All meetings of the Board are meetings in which parents and the public may attend and participate. Local shareholders will have access to Board of Director meetings pursuant to the procedures in place designed to comply with the Brown Act.

Jardin is committed to working with families to address family concerns and complaints. Families will be encouraged to share their ideas and concerns with Jardin throughout the school year. Jardin has established a formal complaint process to address any family complaints about the employees or employment practices of the organization. Jardin has adopted a Uniform Complaint Procedure Policy and a Community Complaint Form. Finally, Jardin is committed to providing a safe, discrimination-free and harassment-free education to its students. To help achieve this important end, Jardin has established a formal Discrimination/Harassment Policy and Complaint Procedure.

GRIEVANCE PROCEDURE FOR PARENTS AND STUDENTS

The director of Jardin will be the designated employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 ("Title IX") and Section 504 including any investigation of any complaint filed with Jardin alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Jardin will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Jardin has adopted grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

Jardin will implement specific and continuing steps to notify applicants for admission and employment, students and parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

RESPONDING TO INQUIRIES

Jardin shall promptly respond to all inquiries, including but not limited to, inquiries regarding financial records, from LACOE and shall consult with LACOE regarding any inquiries. Jardin acknowledges that it is subject to audit by LACOE.

If an allegation of waste, fraud or abuse related to Jardin operations is received by LACOE; Jardin shall be expected to cooperate with any investigation undertaken by LACOE.

ELEMENT 5 : EMPLOYEE QUALIFICATIONS

The qualifications to be met by individuals to be employed by the charter school.

- Education Code Section 47605(c)(5)(E)

Jardin shall recruit professional, effective and qualified personnel for all administrative, instructional, instructional support, and non-instructional support capacities that believe in the instructional philosophy outlined in its vision statement. In accordance with Education Code 47605(e)(1), Jardin shall be nonsectarian in its employment practices and all other operations. Jardin shall not discriminate against any individual (employee or student) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

All employees should possess the personal characteristics, knowledge base and/or relevant experiences identified in the responsibilities and qualifications listed in the posted job description as determined by Jardin.

KEY POSITIONS

DIRECTOR

The director will be responsible for creating a school capable of achieving Jardin's mission and goals. This will include leading Jardin in all aspects of its day-to-day operations, working with the Jardin Board of Directors, students, parents, and community members and the other governing bodies specified by local and state law.

The director is the instructional, cultural, managerial, and community leader of the Charter School. The director sets the vision for the Charter School and ensures that the Charter School is a high-achieving environment. The director may serve as the manager and coach of all educators, which includes conducting observation cycles, modeling lessons, and providing support and resources aimed at increasing teacher effectiveness and leadership. The director is also responsible for engaging and empowering parents to become lifelong advocates for their children's education.

RESPONSIBILITIES:

- Foster a rigorous and college preparatory environment that ensures high levels of student achievement annually through the relentless use of data to drive and refine instruction
- Manage self and others in a manner that creates a healthy, high-achieving environment where staff feel challenged, supported, and valued and there is open communication about professional growth and future career opportunities
- Foster a school culture and environment of constant reflection and professional growth so that all staff continues to emerge as leaders within Jardin.
- Foster Jardin school culture where students, educators, and members of the school community demonstrate Jardin's beliefs, values, and behaviors
- Create a school community that fully involves parents in student achievement through multiple outlets and parent/family meetings, and empowers them to become active advocates for their children's education and achievement
- Promote collaborative problem solving and open communication between educators, students,

- and families
- Develop classroom educator practice and leadership through direct observation, coaching, and training
- Design and lead staff meetings
- Oversee and/or contribute to the design and implementation of staff professional development and collaborative planning time
- Lead the execution of community meetings and events
- Provide leadership toward creative and positive data driven behavioral innovations and instruction for high-risk students, their teachers and their families

CLASSROOM TEACHERS

Jardin shall comply with Education Code Sections 47605(l)(1) and 47605.4(a) and shall ensure that teachers in the Charter Schools hold the Commission on Teacher Credentialing certificate, permit or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by chartering authority.

TK teachers will maintain the appropriate qualifications, as set forth in Education Code Section 48000(g), to work with this age group, and the Charter School shall maintain TK classroom pupil to adult ratio set forth in law.

All teachers of English Learners will be Cross-cultural, Language, and Academic Development ("CLAD") certified, or a CTC recognized equivalent.

RESPONSIBILITIES:

Instruction and Planning

- Develop and implement daily lesson plans that align with school standards and curriculum requirements.
- Differentiate instruction to meet the diverse learning needs of all students, including English Language Learners and students with special needs.
- Use a variety of teaching strategies, tools, and technology to actively engage students in the learning process.

Classroom Management

- Establish and maintain a positive, respectful, and inclusive classroom environment.
- Implement effective classroom management strategies to promote student responsibility and minimize disruptions.
- Enforce school rules and behavioral expectations in accordance with the school's discipline policy.

Assessment and Progress Monitoring

- Regularly assess student learning through formative and summative assessments.
- Analyze assessment data to inform instruction and improve student outcomes.
- Maintain accurate records of student performance, attendance, and behavior.

Collaboration and Communication

- Work collaboratively with colleagues, instructional aides, and support staff to provide consistent and effective instruction.

- Communicate regularly with parents and guardians regarding student progress, concerns, and successes.
- Participate in team meetings, parent conferences, and professional development opportunities.

Student Support

- Provide individualized support for students who need additional help or enrichment.
- Foster students' social-emotional development through positive reinforcement, conflict resolution, and inclusive practices.
- Recognize and address the unique cultural and social backgrounds of students to support equity and inclusion.

Professional Responsibilities

- Uphold Jardin's mission, vision, and values.
- Stay current with educational best practices, teaching strategies, and curriculum standards.
- Participate in professional development opportunities to enhance teaching effectiveness.
- Ensure compliance with all school policies, procedures, and state regulations.

SUPPORT STAFF

PLAYGROUND/LUNCH SUPERVISOR

This position is responsible for ensuring that the day-to-day operations of lunch run safely and smoothly. Furthermore, the playground/lunch supervisor is also responsible for ensuring that students maintain appropriate behavior in all operational activities.

RESPONSIBILITIES:

- Arrange setup and cleanup for food items, supplies, equipment, and food preparation and serving areas
- Supervise and monitor students during assigned lunch period
- Implement all site playground rules and safety regulations
- Report any unsafe playground conditions, including equipment, to administrators immediately
- Utilize appropriate disciplinary procedures and techniques in accordance with the school site discipline plan
-

INSTRUCTIONAL AIDE

The Instructional Aide plays an essential role in supporting the day-to-day classroom and school operations. This position is responsible for assisting teachers in providing a safe, structured, and engaging learning environment, as well as ensuring students are supported academically, socially, and behaviorally.

RESPONSIBILITIES:

- Provide instructional support by assisting teachers with lessons, classroom activities, and individualized student support.
- Work with small groups or individual students to reinforce learning concepts introduced by the teacher.
- Assist with the implementation of accommodations and modifications for students with special needs, as directed by the teacher or administration.

- Supervise students during transitions, recess, and lunch, ensuring safety and positive behavior.
- Support classroom management by monitoring student behavior and applying appropriate disciplinary procedures in alignment with the school's discipline plan.
- Assist with classroom organization, including setting up and cleaning up materials, supplies, and equipment.
- Maintain accurate records of student performance and activities, as directed by the teacher or administrator.
- Communicate effectively and professionally with teachers, staff, students, and parents as needed.
- Model and support positive student behavior, fostering an inclusive and respectful classroom environment.

ELEMENT 6: HEALTH AND SAFETY POLICIES AND PROCEDURES

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

- (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.*
- (ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*
- (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.*

- Education Code Section 47605(c)(5)(F)

The health and safety of Jardin staff and pupils is a high priority. Jardin will comply with all required health and safety laws and regulations applicable to charter schools, including those required by CAL/OSHA, the California Health and Safety Code, and EPA, and with all provisions of the Healthy Schools Act set forth in Education Code section 17608 et seq.

HEALTH, SAFETY AND EMERGENCY PLAN

Jardin has a Health, Safety and Emergency Plan in place. Jardin will ensure that staff has been trained in health, safety, and emergency procedures and will maintain a calendar and conduct emergency response drills for students and staff. Jardin shall periodically review and modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon LACOE request.

STAFF RESPONSIBILITIES

Employees will be encouraged to report any workplace injury, accident, to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported. On a periodic basis, Jardin may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected.

CRIMINAL BACKGROUND CHECKS AND FINGERPRINTING

Jardin shall require all employees of Jardin, and all volunteers who will be performing services whereby they will be in regular contact with students, and any independent contractors or vendors having contact with students to submit to criminal background checks and fingerprinting. Jardin will maintain on file and available for inspection evidence that Jardin has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. Jardin shall also ensure that it receives subsequent arrest notifications from the Department of Justice to ensure the ongoing safety of its students.

The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall maintain on file and available for inspection evidence that the Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it requests and receives subsequent arrest

notifications from the California Department of Justice to ensure the ongoing safety of its students. The Director shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board president will monitor the fingerprinting and background clearance of the Director.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

All non-certificated and certificated staff is mandated child abuse and neglect reporters at Jardin. This includes special education staff that may be on campus at any given time. All staff is trained on recognizing and reporting child abuse each year in accordance with Education Code Section 44691 and is expected to comply with state reporting laws.

At a minimum, this means that all staff know they are required to report suspected child abuse and/or neglect as soon as possible via phone to applicable county agencies or law enforcement and to follow up within 36 hours with a written report and through the online reporting system for Los Angeles.

Additionally, Jardin maintains reporting forms for staff that may need them. All staff receives training on how to fulfill their duties as mandated reporters.

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

All students enrolled and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

Jardin shall provide for the immunization and health screening of its students, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code Section 49450, *et seq.* Jardin will maintain records documenting student immunizations.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

Faculty and staff, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

MEDICATION IN SCHOOL

Jardin will adhere to Education Code Section 49423 regarding administration of medication in school and will abide by all guidance as issued by the California Department of Education and applicable law. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

DIABETES

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school.

BLOOD BORNE PATHOGENS

Jardin shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT

Jardin shall function as a drug, alcohol and smoke free workplace.

FACILITY SAFETY

Jardin shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Jardin agrees to test fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Jardin shall conduct fire drills as required under Education Code Section 32001.

SUICIDE PREVENTION POLICY

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. The Charter School will also specifically review and update its suicide prevention policy per AB 58 (2021-22) to incorporate best practices identified by the California Department of Education's model policy, as revised.

ALL GENDER RESTROOMS

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school site that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

SCHOOL MEALS

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

RECESS

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

SCHOOL SAFETY PLAN

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a

high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(M):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
- procedures for conducting tactical responses to criminal incidents
- procedures for active shooter drills if included in the School Safety Plan
- procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.

WORKPLACE VIOLENCE PREVENTION PLAN

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plans consistent with the requirements of Labor code Section 6401.9.

COMPREHENSIVE SEXUAL HARASSMENT POLICIES AND PROCEDURES

Jardin is committed to providing a school that is free from sexual harassment as well as any harassment based upon such factors as race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation. Jardin has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at Jardin (including employee to employee, employee to student, and student to employee misconduct.) A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the

beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired.

SAFETY ACT

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

BULLYING PREVENTION

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

GUN SAFETY NOTICE

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

TRANSPORTATION SERVICES

The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to the background checks and testing for individuals providing transportation services for students.

EXTREME WEATHER POLICY

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

ELEMENT 7 : RACIAL, ETHNIC,SPECIAL EDUCATION AND ENGLISH LEARNER BALANCE

The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school.

- Education Code Section 47605(c) (5) (G)

Jardin shall strive, through recruitment and admissions practices, to achieve a balance of racial and ethnic students, special education students, and English Learners, that is reflective of the general population residing within the territorial jurisdiction of the District. Jardin will operate in a racially nondiscriminatory manner, seeking diversity in a manner harmonized with equal protection jurisprudence. Pupils will be considered for admission without regard to ethnicity, national origin, gender or disability. Jardin will actively recruit a diverse student population by implementing a student recruitment strategy.

According to demographic data compiled by the California Department of Education (“CDE”), LAUSD enrolled 529,902 students in 2024-25. Of these students: 4.9% are African American, 0.4% are American Indian or Alaska Native, 9.9% are Asian, 2.2% are Filipino, 56.1% are Hispanic or Latino, 0.4% are Pacific Islander, 20.3% are White, and 4.6% identify as Two or More Races. Additionally, 1.1% of students did not report their racial or ethnic background. (see table below as compared to the Jardin de la Infancia).

Demographics of District & Charter School

Demographic Variable	Jardin de la Infancia	LAUSD
African American	5 %	4.9 %
American Indian/ Alaska Native	0 %	.4 %
Asian	0 %	9.9 %
Filipino	0 %	2.2 %
Hispanic or Latino	90 %	56.1 %
Pacific Islander	0 %	.4 %
White	0 %	20.3 %
Two or more races	5 %	4.6 %
Not Reported	0 %	1.1 %

LEGAL GUIDELINES

Jardin shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

PLAN TO ACHIEVE A REFLECTIVE STUDENT POPULATION BALANCE

The goal is to make the applicant pool more reflective of the District, by bringing more balance to the school’s population in terms of its racial and ethnic makeup.

A. Benchmarks

Jardin will create benchmarks for measuring the applicant pool.

1. Determine the ethnic diversity of Jardin each year and research the latest data on ethnic diversity for the District.	Collect this data and create a comparison table data and organize for review	By November 1 of the school year.
2. Address all efforts with particular attention and priority to academically low-achieving and economically disadvantaged students.	Collect data and organize for review	By December 1 of the school year
3. Jardin Board reviews the data in order to guide outreach strategy for the next school year.	Inclusion in a board meeting agenda and discussion topic	By January 1 of the school year

B. Outreach

Jardin will follow the following plan for outreach/recruitment during open enrollment.

Objective	Metric	Completion Date
1. Jardin’s Board may review and provide input into the outreach plan as well as any budget associated with the efforts.	Jardin receives board guidance on outreach plan.	By January 1 of the new calendar year
2. Determine a list of diverse population community entities in the neighborhoods adjacent to where Jardin is located.	Distribute information leaflets in English and Spanish to surrounding Early Education Centers* during the open enrollment period.	By January 31 of the new calendar year

* List of surrounding Early Education Centers

Salvation Army L.A. Daycare Center
836 Stanford Avenue, Los Angeles, CA 90021

Pueblo Esperanza Child Care Center
1031 S. Hope Street, Los Angeles, CA 90015

Centro de Milagros
1328 James M Wood Blvd, Los Angeles, CA 90015

Bill Cruz Early Education Center
1020 Valencia Street, Los Angeles, CA 90015

Hope Street Margolis Family Center
1600 S. Hope Street, Los Angeles, CA 90015

LATTC Early Childhood Center
2021 S Olive St, Los Angeles, CA 90015

ELEMENT 8 : ADMISSIONS REQUIREMENTS

Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e).

- Education Code Section 47605(c)(5)(H)

STUDENT ADMISSIONS POLICIES AND PROCEDURES

Jardin shall be an open enrollment and tuition-free public, charter school and shall admit all pupils who wish to attend. No test or assessment shall be administered to students prior to acceptance and enrollment. Jardin will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

Jardin shall be nonsectarian in its programs, admission policies, employment practices, and all operations, shall not charge tuition, and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Jardin shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

Enrollment preference in the case of a public random drawing shall be as follows:

- Siblings of students already admitted to or attending Jardin
- Residents of the District

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

Jardin shall admit all students who wish to attend Jardin subject only to capacity. Parents will complete Intent to Enroll form, which includes basic student and family information. These will be accepted during a publicly advertised open enrollment period. Following the open enrollment period, Intent to Enroll forms shall be counted to determine whether any grade level has received more than availability. In the event that this happens, Jardin will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing Jardin students who are guaranteed enrollment in the following school year.

Jardin will conduct the public lottery two weeks after the close of the open enrollment period for enrollment in fall of that year.

Public random drawing rules, deadlines, dates and times will be communicated in the Intent to Enroll form. Public notice for the date and time of the public lottery will also be posted once the deadline has passed. Jardin will inform parents of all applicants and all interested parties of the rules to be followed during the public lottery process via mail at least two weeks prior to the lottery date.

At the conclusion of the public lottery, all students not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery.

Upon confirmation that a student has secured a spot at Jardin, parents must submit a completed Application Form.

Public Lottery:

- The lottery process will be conducted by the director at Jardin.
- All Intent to Enroll Forms received during the initial open enrollment period will be eligible for participation in a public lottery
- All applications are verified for preference prior to lottery (e.g. All siblings are properly linked and verified, etc.)
- Labels will be affixed to a 3x5" index card and put into a single container for all eligible students participating in the public lottery
- Jardin will record lottery results in the order in which student names are drawn by writing the selection number on the card as drawn
- Once all numbers are recorded, it establishes the admission order
- Letters will be generated to offer students an "offer of registration."
- The remaining students will move to a waitlist based on their lottery number and letters will be sent to waitlisted students indicating their status
- Applications received after the open enrollment period will be placed on the waitlist in the order in which they are received
- The school will keep on file documentation of intent to enroll forms, preference lists, and waiting list

Upon selection for admission pursuant to public random drawing, the registration process will include the following:

- Student enrollment form which contains student name, address, and other identifying and demographic information
- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g. birth certificate

ELEMENT 9: FINANCIAL AUDITS

The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.

- Education Code Section 47605(c)(5)(I)

FINANCIAL AUDIT

An annual independent fiscal audit of the books and records of Jardin will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of Jardin will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Guide.

The Jardin Board will be responsible for commissioning the annual audit by an independent third party auditor who will report directly to the board. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE or other agency as the State Board of Education may direct, by the 15th of December of each year. The director and board will review any audit exceptions or deficiencies and decide how to resolve them. The board will submit a report to LACOE describing how the exceptions and deficiencies will be resolved to the satisfaction of LACOE within four weeks of notice from the auditor unless otherwise agreed upon with LACOE. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of Jardin is a public record to be provided to the public upon request.

ADDITIONAL AUDITS/REPORTS

The following reports will be submitted to LACOE, in the required format and within timelines to be specified by LACOE, each year:

- a. Preliminary budget on or before June 16
- b. Local Control Accountability Plan on or before June 16
- c. First Interim Report (expenditures through 10/31) on or before December 2
- d. Second Interim Report (expenditures through 1/31) on or before March 2
- e. Unaudited Actuals August 14 following the end of the fiscal year
- f. Audited Actuals – December 15 following the end of the fiscal year
- g. Monthly Financial Reports and Statements: the 15th of the following month
In addition:
 - P-1 Attendance Data, due on or before January 5
 - P-2 Attendance Data, due on or before April 20
 - P-3/Annual Attendance Data due on or before June 29
- h. Instructional Calendar and Bell Schedule – annually five weeks prior to first day of instruction
- i. Other reports as requested by LACOE

ELEMENT 10 : SUSPENSION AND EXPULSION

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

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

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

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

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

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

California Education Code Section 47605(c)(5)(J)

Jardin de la Infancia's Suspension and Expulsion Policy is written in compliance with California Education Code Section 47605(c)(5)(J). The policy will not be applied in a discriminatory, arbitrary or capricious manner and will be adapted as needed in regard to the discipline of students with special needs as determined by the IDEA. Jardin will notify LACOE of any expulsions, will account for suspended or expelled students in its average daily attendance accounting, will notify the superintendent of LACOE of the pupil's last known address within 30 days and shall, upon request, provide LACOE with a copy of the cumulative record of the pupil.

Jardin's Student Suspension and Expulsion Policy is based on providing the level of positive support required to promote learning while protecting the safety and well-being of all students.

Suspension and expulsion matters are taken very seriously at Jardin. All efforts to prevent such procedures will be exhausted including, but not limited to, student-teacher meetings, parent-teacher conferences, staff counseling, and appropriate behavioral interventions. The director together with the board of directors will review expulsion and suspension procedures and policies each year and modify the list of offenses for which students are subject to suspension or expulsion when appropriate.

A. PUPIL SUSPENSION AND EXPULSION POLICY

Jardin's Pupil Suspension and Expulsion Policy is intended to promote learning and protect the safety and well-being of all students at Jardin. In creating this policy, Jardin has reviewed Education Code Section 48900 et seq. that describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. Jardin is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. Except where explicitly identified in statute, in accordance with Education Code Section 47610, also known as the "mega-waiver," charter schools are not legally required to comply with Education Code Section 48900, et seq., as that section applies to school districts. Therefore, the legal standard that Jardin must meet is due process for the student involved in a discipline action. The procedures and enumerated offenses listed below meet the due process requirement.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as Jardin's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Jardin staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed as part of the Student Handbook (enclosed as Appendix E) and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Jardin administration shall ensure students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice is provided to all enrolled students and families via Jardin's Parent/Student Handbook disseminated annually.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom Jardin has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Jardin will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom Jardin has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a

hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

B. SUSPENSION AND EXPULSION PROCESS

GROUND FOR SUSPENSION AND EXPULSION

A pupil may be suspended or expelled for acts that are enumerated below and related to school activity or attendance that occur at any time, including, but not limited to, and of the following:

- a. while on school grounds
- b. while going to or coming from school
- c. during the lunch period, whether on or off the school campus; or
- d. during, going to, or coming from a school-sponsored activity.

For all discretionary suspension and expulsion offenses, Jardin takes into consideration a variety of factors including but not limited to a student's history and severity of offense in making an evaluation to determine a suspension or expulsion.

DISCRETIONARY SUSPENSION OFFENSES

Students may be suspended for any of the following acts when it is determined the pupil:

- a. Upon the first offense, caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense.
- b. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance as defined in the Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- c. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- d. Committed or attempted to commit robbery or extortion.
- e. Caused or attempted to cause damage to school property or private property.
- f. Stole or attempted to steal school property or private property.
- g. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of prescription products by a pupil.
- h. Committed an obscene act or engaged in habitual profanity or vulgarity.
- i. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
- j. Knowingly received stolen school property or private property.
- k. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

- l. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- m. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.
- n. Committed sexual harassment as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- o. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code Section 233(e). This section shall apply to pupils in any of grades 4 to 12, inclusive.
- p. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- q. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- r. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school- sanctioned events.
- s. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act
 1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School
- 2. “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - I. A message, text, sound, video or image.
 - II. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (a) above.
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (a) above. “Credible impersonation” means to knowingly and without consent impersonates a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (a) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - III. An act of cyber sexual bullying.
 - a. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

NON-DISCRETIONARY SUSPENSION OFFENSES

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the director designee's concurrence.
- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).

DISCRETIONARY EXPELLABLE OFFENSES

Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a. Upon the second offense, caused, attempted to cause, or threatened to cause physical injury to another person.
- b. Willfully used force of violence upon the person of another, except self-defense.
- c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e. Committed or attempted to commit robbery or extortion.
- f. Caused or attempted to cause damage to school property or private property.
- g. Stole or attempted to steal school property or private property.
- h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k. Knowingly received stolen school property or private property.
- l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental

harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school- sanctioned events.

- r. Made terrorist threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School
 - 2. “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video or image.
 - ii. A post on a social network Internet Web site including, but not limited to:

1. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (a) above.
 2. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (a) above. “Credible impersonation” means to knowingly and without consent impersonates a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (a) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile
- iii. An act of cyber sexual bullying.
1. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 2. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (a) and (b) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w. A pupil who aid or abets as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).
- x. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.

NON-DISCRETIONARY EXPELLABLE OFFENSES

Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the director designee’s concurrence.
- b. Brandishing a knife at another person.
- c. Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*

- d. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900(n).

If it is determined by the Administrative Panel and/or board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

SUSPENSION PROCEDURE

The director or designee shall have the authority to suspend a student, according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the director or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Jardin employee who referred the student to the director or designee. The conference may be omitted if the director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Jardin personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Jardin officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardian

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone, in person, or in writing. Whenever a student is suspended, the parent/guardian shall be notified in writing within three days of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Jardin officials wish to ask the parent/guardian to

confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Placement/Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of Expulsion by the director or director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference. The director or designee upon either of the following will make this determination: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the pupil would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

EXPULSION PROCEDURES

The director or designee may recommend the expulsion of a student, according to the following procedures:

1. Authority to expel

Jardin's Board following a hearing before it may expel a student.

An Administrative Panel consisting of two Jardin board members will conduct the hearing.

2. When other means of correction have repeatedly been unsuccessful or are not feasible, students recommended for expulsion are entitled to a hearing by the board to determine whether the student should be expelled. Unless postponed by the student for good cause, the hearing shall be held within thirty (30) school days after the director designee determines that the pupil has committed an expellable offense.

The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

a. The date and place of the expulsion hearing

- b. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based
- c. A copy of Jardin's disciplinary rules which relate to the alleged violation
- d. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment
- e. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor
- f. The right to inspect and obtain copies of all documents to be used at the hearing
- g. The opportunity to confront and question all witnesses who testify at the hearing
- h. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses

3. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

Jardin may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by Jardin's Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five-day notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- b. Jardin must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- c. At the discretion of the Administrative Panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- d. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Administrative Panel from removing a support person whom the presiding person finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- g. If one or both of the support persons is also a witness, Jardin must present evidence that the witness' presence is both desired by the witness and will be helpful to Jardin. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case

the presiding Administrative Panel shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel from exercising its discretion to remove a person from the hearing whom it believes is prompting, swaying, or influencing the witness.

- h. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- j. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

4. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

5. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the governing board to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the governing board determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the board shall be in the form of written findings of fact with final determination regarding the expulsion. The final decision by the governing board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the governing board is final.

If the board decides not to expel, the pupil shall immediately be returned to his/her educational program.

6. Written Notice to Expel

The director or designee, following a decision of the governing board to expel, shall send written notice of the decision to expel, including the governing board's adopted findings of fact, to the student or parent/guardian no later than ten days after the conclusion of the expulsion hearing by the governing board. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with Jardin. The director or designee shall send a copy of the written notice of the decision to expel to the authorizer no later than ten days after the conclusion of the expulsion hearing by the governing board. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

7. Disciplinary Records

Jardin shall maintain records of all student suspensions and expulsions at Jardin. Such records shall be made available to the authorizer upon request. As stated in the Affirmations and Assurances of the charter, Jardin shall inform the superintendent of the school district of the pupil's last known address within 30 days if a pupil is expelled or leaves Jardin without graduating or completing the school year for any reason, and shall upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. (Education Code Section 47605(d)(3)) If a pupil transfers from one public school to another or to a private school, or transfers from a private school to a public school within the state, the pupil's permanent record or a copy of it shall be transferred by the former public school or private school no later than 10 schooldays following the date the request is received from the public school or private school where the pupil intends to enroll.

8. No Right to Appeal

The pupil shall have no right of appeal from expulsion from Jardin, as the Jardin governing board's decision to expel shall be final.

9. Expelled Pupils/Alternative Education

The Jardin shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

10. Rehabilitation Plans

Students who are expelled from Jardin shall be given a rehabilitation plan upon expulsion as developed by the governing board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to Jardin for readmission.

11. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the governing board following a meeting with the director or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The director or designee shall make a recommendation to the governing board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

12. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

13. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

a. Notification of SELPA

Jardin shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who Jardin or SELPA would be deemed to have knowledge that the student had a disability.

b. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

c. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, Jardin, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504

Plan, any teacher observations, and any relevant information provided by the parents to determine:

- i. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- ii. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If Jardin, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If Jardin, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- i. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement.
- ii. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- iii. Return the child to the placement from which the child was removed, unless the parent and Jardin agree to a change of placement as part of the modification of the behavioral intervention plan.

If Jardin, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then Jardin may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

d. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or Jardin believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Jardin, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and Jardin agree otherwise.

e. Special Circumstances

Jardin personnel may consider any unique circumstances on a case- by- case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The director designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- i. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function.
- ii. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- iii. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

f. Interim Alternative Educational Setting

The student's IEP/504 Team shall determine the student's interim alternative educational setting.

g. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated Jardin's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if Jardin had knowledge that the student was disabled before the behavior occurred.

Jardin shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- i. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Jardin supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- ii. The parent has requested an evaluation of the child.
- iii. The child's teacher, or other Jardin personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Jardin supervisory personnel.

If Jardin knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If Jardin had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

Jardin shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT 11 : EMPLOYEE RETIREMENT SYSTEM

The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.

- Education Code Section 47605(c) (5) (K)

Jardin will provide Social Security to all employees. The director of Jardin will be responsible for ensuring that Social Security payments are made. In addition, Jardin will match up to \$200 that salaried employees contribute into a 403(B) account. School staff will not be eligible to participate in the State Teachers Retirement System (STRS) and/or Public Employees Retirement System (PERS).

ELEMENT 12 : PUBLIC SCHOOL ATTENDANCE

The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.

- Education Code Section 47605(c)(5)(L)

Jardin is a school of choice. No student is required to attend Jardin, Alternatives to Jardin de la Infancia for students living within the LAUSD attendance area who opt not to attend Jardin will be the same as those offered to all other students currently residing in the district.

Pupils who choose not to attend Jardin may choose to attend other public schools in their district of residence or pursue an inter district-transfer in accordance with existing enrollment and transfer policies of the district.

The parent(s) or guardian(s) of each pupil enrolled in Jardin shall be notified that their student shall have no right to admission in a particular school of any local educational agency (or program of any local educational agency) as a consequence of enrollment in Jardin except to the extent that such a right is extended by the local educational agency.

ELEMENT 13 : POST-EMPLOYEE RETURN RIGHTS

The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.

- Education Code Section 47605(c)(5)(M)

Job applicants for positions at Jardin will be considered through an open process, and if hired, will enter into an agreement with the school. The relationship with Jardin is at-will in that either Jardin or the employee may terminate the employment relationship at any time with or without cause.

No public school district employee or LACOE employee shall be required to work at Jardin. When an employee leaves a public school district or LACOE to work at Jardin and subsequently chooses to return to that public school district or LACOE, the specific leave rights, return rights, and any other rights afforded the employee will be governed by the policy of that public school district or LACOE, including, but not limited to, whether the employee may carry over any unused sick/personal leave and/or earn service credit (tenure) in the district for the time worked at Jardin.

ELEMENT 14 : DISPUTE RESOLUTION

The procedures to be followed by the Charter School and the chartering authority to resolve disputes relating to provisions of the charter.

- Education Code Section 47605(c)(5)(N)

Jardin and LACOE will attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

The staff and governing board members of Jardin agree to resolve any claim, controversy or dispute arising out of or relating to the agreement between the County and Jardin, except any controversy or claim that is in any way related to revocation of this Charter, (“Dispute”) pursuant to the terms of this Element 14.

Any Dispute between the County and Jardin shall be resolved in accordance with the procedures set forth below:

1. Any Dispute shall be made in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notifications shall be addressed as follows:

To Charter School:
c/o Director
Jardin de la Infancia
1400 S Broadway
Los Angeles, California 90015

To LACOE Charter School Office
c/o Charter School Office
Los Angeles County Office of Education
9300 Imperial Highway
Downey, California 90242-2890

2. A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the Date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m. or otherwise on the business day following personal delivery; (b) if by facsimile, upon

electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3. If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

4. If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

ELEMENT 15 : CLOSURE PROCEDURES

The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.

- Education Code Section 47605(c) (5) (O)

In the event that Jardin closes and does not continue operating under this charter or a different charter, the following procedures, which are adapted from the procedures recommended by the California Department of Education (“CDE”), shall be utilized to ensure a final audit of Jardin to determine the disposition of all assets and liabilities of Jardin, including plans for disposing any net assets and for the maintenance and transfer of pupil records.

REVOCAION OF THE CHARTER

The County may revoke the charter if Jardin commits a breach of any provision set forth in a policy related to Jardin adopted by the County Board of Education and/or any provisions set forth in the Charter School Act of 1992. The County may revoke the charter of Jardin if the County finds, through a showing of substantial evidence, that Jardin did any of the following:

- Jardin committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
- Jardin failed to meet or pursue any of the pupil outcomes identified in the charter.
- Jardin failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Jardin violated any provision of law. Prior to revocation, and in accordance with Cal. Educ. Code section 47607(d) and State regulations, the LACOE Board of Education will notify Jardin in writing of the specific violation, and give Jardin a reasonable opportunity to cure the violation, unless the LACOE Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this charter. Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

CLOSURE ACTION

The decision to close Jardin either by its governing board or by the LACOE Board of Education will be documented in a “Closure Action”. The Closure Action shall be deemed to have been automatically made when any of the following occur: (1) Non-renewal; (2) the charter is revoked by the LACOE Board of Education under the authority granted in Ed. Code, §§ 47607, subd. (c)(1)(C) or 47607, subd. (c)(1)(D); (3) the charter is revoked by the LACOE Board of Education under the authority granted in Ed. Code, §§ 47607, subd. (c)(1)(A) or 47607, subd. (c)(1)(B) and Jardin fails to win an appeal of that decision; (See Ed. Code, § 47607, subd. (i)); (4) Jardin board votes to close Jardin; or (5) the charter lapses. Any revocation actions must be conducted pursuant to California Education Code.

DOCUMENTATION OF CLOSURE ACTION

The revocation or non-renewal of a charter school must be documented by an official action of the authorizing entity.

CLOSURE PROCEDURES

The procedures for charter school closure are guided by California *Education Code* sections 47604.32, 47605, 47605.6, and 47607 as well as *California Code of Regulations*, Title 5 (5 CCR), sections 11962 and 11962.1. The procedures outlined below are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” as posted on the California Department of Education website. References to “Charter School” apply to the charter school’s nonprofit corporation and/or governing board.

DESIGNATION OF RESPONSIBLE PERSON (S) AND FUNDING OF CLOSURE

Upon the taking of a Closure Action by either the governing board of Jardin or the LACOE Board of Education, the governing board of Jardin shall immediately designate a person or persons responsible for conducting all closure procedures and activities, and determine how the Jardin will fund these activities. Unless otherwise designated by the Jardin Board of Directors, the responsible person shall be Jardin’s director. Jardin will cover all costs attendant to closure from its reserves.

NOTIFICATION OF CLOSURE ACTION

Upon the taking of a Closure Action, Jardin shall send written notice of its closure to:

1. The CSO, if the Closing Action is an act of Jardin. Note: If the Closure Action is a revocation or nonrenewal by the LACOE Board of Education, Jardin may omit this step.
2. Parents, guardians, and/or caretakers of all students currently enrolled in Jardin within 72 hours of the Closure Action. Jardin shall simultaneously provide a copy of the written parent notification to the CSO.
3. Los Angeles County Office of Education (LACOE). Jardin shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Jardin shall simultaneously provide a copy of this notification to the CSO.
4. The Special Education Local Plan Area (SELPA) in which Jardin participates. Jardin shall send written notification of the Closure Action to the SELPA in which Jardin participates by registered mail within 72 hours of the Closure Action. Jardin shall simultaneously provide a copy of this notification to the CSO.
5. The California Department of Education (CDE). Jardin shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Jardin shall provide a copy of this notification to the CSO.
6. Any school district that may be responsible for providing education services to the former students of Jardin. Jardin shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Jardin shall provide a copy of these notifications, if any, to the CSO.
7. All school employees within 72 hours and vendors within five business days of the Closure Action. Jardin shall simultaneously provide a copy of the written employee and vendor notification to the CSO.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure.
2. The name(s) of and contact information for the person(s) handling inquiries regarding the closure.
3. The students' school districts of residence.
4. How parents or guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.

In addition to the four required items above, notification to the CDE must also include:

1. A description of the circumstances of the closure.
2. The location of student and personnel records.

In addition to the four required items above, notification to parents, guardians, and students should also include:

1. Information on how to transfer the student to an appropriate school.
2. A certified packet of student information that includes closure notice, a copy of their child's cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results.
3. Information on student completion of college entrance requirements for all high school students affected by the closure.

Notification of employees and vendors shall include:

1. The effective date of the school closure.
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure.
3. The date and manner, which shall be no later than 30 days from the effective date of school closure, by which Jardin shall provide employees with written verification of employment.

Within 30 days of the effective date of closure, Jardin shall provide all employees with written verification of employment. Charter School shall send copies of such letters to the CSO.

STUDENT AND SCHOOL RECORDS RETENTION AND TRANSFER

Jardin shall observe the following in the transfer and maintenance of school and student records:

1. Jardin will provide the County with original cumulative files and behavior records pursuant to County policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive at Jardin. Transfer of the complete and organized original student records to the County will occur within seven (7) calendar days of the effective date of closure.
2. The process for transferring student records to the receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.
3. Jardin will prepare an electronic master list of all students to the Charter School Office. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s), a list of pupils in each grade level, the classes they have completed, together with information on the pupil's district of residence. If the Jardin's closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD.

4. The original cumulative files should be organized for delivery to the County in two categories: active students and inactive students. The CSO will coordinate with Jardin for the delivery and/or pickup of the student records.
5. Jardin must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Jardin will provide to the CSO a copy of student attendance records, teacher grade books, school payroll records, and Title I records (if applicable). Submission of personnel records must include any employee records the charter school has. These include, but are not limited to, records related to performance and grievance.
7. All records are to be boxed and labeled by classification of documents and the required duration of storage.

FINANCIAL CLOSE OUT

After receiving notification of closure, the CDE will notify Jardin and the authorizing entity if it is aware of any liabilities the charter school owes the state. These may include overpayment of apportionments, unpaid revolving fund loans or grants, or other liabilities. The CDE may ask the county office of education to conduct an audit of Jardin if it has reason to believe that Jardin received state funding for which it was not eligible.

Jardin shall ensure completion of an independent final audit within six months after the closure of Jardin that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Jardin.

This audit may serve as Jardin's annual audit.

The financial closeout audit of Jardin will be paid for by Jardin. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Jardin will be the responsibility of Jardin and not LACOE. Jardin understands and acknowledges that Jardin will cover the outstanding debts or liabilities of Jardin. Any unused monies at the time of the audit will be returned to the appropriate funding source. Jardin understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Jardin participates, and other categorical funds will be returned to the source of funds.

Jardin shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budgets
2. Interim financial reports
3. Second interim financial reports
4. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If the charter school chooses to submit this information before the forms and software are available for the fiscal year,

alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance or enrollment data of the closed charter school with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to Jardin's charter closure.

DISPOSITION OF LIABILITIES AND ASSETS

The closeout audit must identify the disposition of all liabilities of Jardin. Jardin's school closure procedures must also ensure appropriate disposal, in accordance with Jardin's bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Jardin have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. The return of any donated materials and property according to any conditions set when the donations were accepted.
2. The return of any grants and restricted categorical funds to their source according to the terms of the grant or state and federal law.
3. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

Since Jardin is operated by a nonprofit corporation, and the corporation does not have any other functions than operation of Jardin, the corporation will be dissolved according to its bylaws.

- a. The corporation's bylaws will address how assets are to be distributed at the closure of the corporation.
- b. A copy of the corporations bylaws containing the information on how assets are to be distributed at the closure of the corporation, are to be provided to LACOE prior to approval of this Charter.

Jardin shall retain sufficient staff, as deemed appropriate by Jardin's governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

The Jardin Board shall adopt a plan for wind-up of Jardin and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Jardin shall provide LACOE within fourteen (14) calendar days of closure action prior written notice of any outstanding payments to staff and the method by which Jardin will make the payments.

Prior to final closure, Jardin shall do all of the following on behalf of the school's employees, and anything else required by applicable law:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63.)
- c. Make final federal tax payments (employee taxes, etc.)
- d. File the final withholding tax return (Treasury Form 165).
- e. File the final return with the IRS (Form 990 and Schedule).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this charter or any

other act or event that would end Jardin's right to operate as a Charter School or cause the Charter School to cease operation. Jardin and County agree that, due to the nature of the property and activities that are the subject of this petition, the County and public shall suffer irreparable harm should Jardin breach any obligation under this Element 15. The County, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the County. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

APPENDIX C : MEASURABLE PUPIL OUTCOMES TABLE

Progress Toward Meeting Measurable Pupil Outcomes in Current Charter

Measurable Pupil Outcome	Year	Performance on MPO	Outcome Met
100% of teachers will be appropriately credentialed and assigned.	2020-2024	teacher credentials	yes
100% of teachers will have received Professional Development on CCSS ELA/ELD, Math and NGSS.	2020-2024	School Accountability Report Card (SARC)	yes
100% of students will have access to standards aligned instructional materials.	2020-2024	School Accountability Report Card (SARC)	yes
Annual FIT Report Score of “Good.” or equivalent	2020-2024	LACOE Facilities Inspection	yes
100% of ELL students will have access to ELD Curriculum.	2020-2024	School Accountability Report Card (SARC)	yes
At least 60% of parent respondents will be satisfied with the school’s program as measured in the annual parent survey.	2020-2024	Internal School Data	yes
Host at least three parent events/workshops annually to increase parent engagement & participation.	2020-2024	Internal School Data	yes
Parent input in decision-making will take place in School Site Council meetings.	2020-2024	Internal School Data	yes
Establish annual growth targets for benchmark assessments in ELA & Math, baseline 2017-18 school year.	2020-2024	Benchmark scores	yes
On a monthly, quarterly, and end of unit basis the school administers benchmark assessments with pre-establish measurable outcomes for ELA and Math	2020-2024	Internal School Data	yes
At least 70% of ELL students will increase on level on annual progress on ELPAC	2020-2024	ELPAC Data	yes
At least 15% of ELL will attain English Proficiency annually	2020-2024	ELPAC Data	yes
Maintain ADA	2020-2024	Dashboard	yes
Maintain Chronic Low Absenteeism	2020-2024	Dashboard	yes
Maintain low suspension rates	2020-2024	Dashboard	yes
Maintain low expulsion rate	2020-2024	Dashboard	yes
At least 60% of student respondents will agree that the school provides a safe learning environment as measured in the annual student survey.	2020-2024	Internal School Data	yes
Director annually reviews broad course of study available to students.	2020-2024	Internal School Data	yes
At least 60% of student respondents will agree that the school provides a safe learning environment as measured in the annual student survey.	2020-2024	Internal School Data	yes

APPENDIX D : VERIFIED DATA TABLE

2023-24 Diagnostic Growth Report

SPRING - END OF YEAR

GRADE	Annual Typical Growth i-Ready Reading	Participation Rate	Outcome Met
All Students	23%	11/12 - 92%	no
GRADE	Annual Typical Growth i-Ready Math	Participation Rate	Outcome Met
All Students	25%	11/12 - 92%	no

2024-25 Diagnostic Growth Report

BEGINNING OF YEAR - MID YEAR

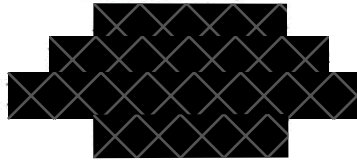
GRADE	Annual Typical Growth i-Ready Reading	Participation Rate	Outcome Met
All Students	67%	17/17 - 100%	yes
GRADE	Annual Typical Growth i-Ready Math	Participation Rate	Outcome Met
All Students	66%	17/17 - 100%	yes

Jardin began utilizing i-Ready as a verifiable assessment tool in the spring of 2023. Although the outcomes for the 2023-24 academic year were not met, the school implemented i-Ready from the beginning of the current academic year, incorporating its individualized learning components for both reading and math. This strategic approach has yielded significant progress, with current performance metrics indicating that Jardin is meeting mid-year outcomes and is on track to achieve the end-of-year goals for 2024-25. Due to Jardin’s small student population, the school reports on data for all students collectively. Reporting on specific subgroups is restricted to ensure compliance with privacy regulations. The commitment to personalized learning through i-Ready has supported Jardin in fostering academic growth and enhancing student outcomes, reflecting the effectiveness of this data-driven approach.

2024-2025**School Name: Jardín de la Infancia****GOVERNING BOARD DIRECTORY**

First Name	Last Name	Form 700 Filed	Board Position	Brown Act Date Trained	Committee	Contact Phone	Email Address	Public Email Address for contacting board	Term Length	Term Start Date	Term End Date
Gerald	Secundy	4/2022	Chair	9/2019	n/a	(323) 681-0484	MACGDS@AOL.COM	MACGDS@AOL.COM	n/a	5/2004	n/a
Alice	Callaghan	4/2022	President	9/2019	n/a	(213) 614-1745	asfamilias@earthlink.net		n/a	5/2004	n/a
Mike	Roos	4/2022	Member	9/2019	n/a	(213) 438-1790	mike@mroosco.com		n/a	5/2004	n/a
Paul	White	4/2022	Treasurer	9/2019	n/a	(213)241-9832	pdub61@gmail.com		n/a	5/2004	n/a
Patricia	Torrey	4/2022	Secretary	9/2019	n/a	(310) 739-0038	danatrish@aol.com		n/a	6/2018	n/a
Robert	Wycoff	4/2022	Member	9/2019	n/a	(626) 792-1757	wycoff@earthlink.net		n/a	5/2004	n/a

Robert E Wycoff



- 1993– Present Retired President and Chief Operating Officer, ARCO
- 2000 - Present Advisor, Alliance College Ready Public Schools in all those years.
- 2005 – Present Chair, Jardin de la Infancia
- Present Senior Advisor, Los Angeles County Alliance for Student Achievement
- Past Charter Member and Chair of LEARN
- 1981 – Present Board of Las Familias del Pueblo
- 1986 – 2011 Board of the Skid Row Housing Trust
- 1991 - 2006 Board of trustees of the Huntington Library from. Chair from 2001 to 2006
- 1998 – 2001 Board of Directors of Santa Fe International Corporation
- 2001 – 2006 Board of Directors of MagneTek, Inc

EDUCATION:

Stanford University, B.A. Mechanical Engineering
Stanford University, M.A. Mechanical Engineering

Alice Callaghan
Las Familias del Pueblo


(213) 614-1745

1972 - 1980 Founder/Director, Union Station (Drop-in Center, Pasadena)

1980 - Present Founder/Director Las Familias del Pueblo

2004 - 2009 Founder/Director Jardin de la Infancia

2004 - Present Board, Jardin de la Infancia

1986 - 2010 Founder/Board member Skid Row Housing Trust

1972 BA English, CSLA

1980 Completed Masters in Theology Program, Claremont School of Theology

1981 Ordained, Episcopal Priest



MIKE ROOS

Mike Roos is Founder and Chief Consultant of Mike Roos and Company, a public affairs management company founded in 1999. Mike Roos and Company specializes in government relations, corporate issues management, media relations and ballot measure campaigns.

Previously, Mike Roos served as President and CEO of LEARN, a coalition of civic leaders and representatives of Los Angeles' diverse education, ethnic, business, labor, academic, religious and social advocacy constituencies organized in 1991, to implement systemic reform and restructuring within the Los Angeles Unified School District.

A political strategist and legislative leader in California for over 14 years, he served as a member of the California State Assembly from 1977 to 1991. In his second legislative term, he was chosen by his caucus as Majority Floor Leader. He served in that position for six years until he was elected by the 80-member body as Speaker Pro Tempore of the State Assembly.

Some of Mr. Roos' major legislative achievements include the Roberti-Roos Weapons Control Act of 1989 – landmark legislation banning assault weapons, and the Mello Roos Community Facilities Act of 1982, which provided local government with an innovative, alternate method of financing basic and much needed public facilities.

The first and strictest laws to date protecting the confidentiality of HIV test results were authored by Mr. Roos in 1985, as well as the law creating the pioneer Alternative Test Sites Program, which established centers where individuals could receive free, anonymous testing for the AIDS antibody.

He also authored legislation prohibiting sex discrimination in California educational institutions and was instrumental in enacting a model curriculum for K-12 students to explore the issues of human rights, genocide and the internment of Japanese Americans during World War II.

Prior to his election to the State Assembly, he was Chief Deputy to Los Angeles City Councilmember, Marvin Braude, and served as Executive Director of the Coro Foundation, a leadership training program for future leaders in government and public affairs.

Continued on next page

In 1976, Mr. Roos served as a member of the State Finance Committee for the Carter presidential campaign. President Carter named Mike Roos to the position of State Director of his 1980 presidential campaign in California. In 1988, he was the California Co-chair for U.S. Senator Paul Simon's presidential campaign.

Mr. Roos recently served as Chairman of the Fraternity of Friends of the Music Center. He served on the Queenscare Board of Directors, a non-profit Healthcare Foundation, and is Co-Chair of the Los Angeles Children's Museum. Mr. Roos was appointed by Mayor James Hahn to serve as President of the Los Angeles Recreation and Parks Commission and as a member of the Los Angeles Memorial Coliseum Commission. He was President of the Los Angeles Memorial Coliseum Commission in 1998. In 2003, he was elected to the Board of Directors for the Southern California Golf Association Foundation.

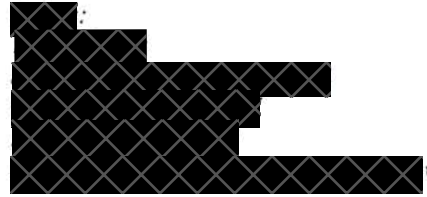
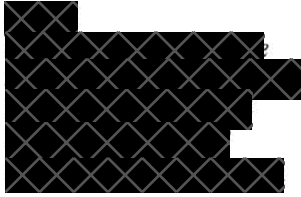
In 1997, Mike was asked by Actor/Director/Producer, Rob Reiner to serve as the Campaign Director for California Children and Families Initiative, an initiative originated by Reiner. In 1998, this initiative successfully moved on to become a ballot proposition known as Prop 10, State and County Early Childhood Development Programs. Prop 10 became law on January 1, 1999. He was also the Chair of Prop 34 which passed in 2000, and Prop 46 that passed in 2002.

Because of his substantial experience and insight, Mr. Roos is often asked by civic and education organizations to speak on education reform, and his experience and knowledge of the legislative process in California politics.

Born in Memphis, Tennessee in 1945, Mr. Roos attended Christian Brothers High School and Tulane University in New Orleans, where he earned a grant-in-aid for baseball. In 2005, he was inducted into the Tulane Athletic Hall of Fame. After receiving a political science degree in 1967, he moved west to accept a National Institute of Child Health Fellowship at the University of Southern California, and graduated in 1970 with a master's degree in public administration.

Mr. Roos resides in Los Angeles and has four daughters, Shelby, Melissa, Caroline and Catherine.

GERALD DAVID SECUNDY



EXPERIENCE

CALIFORNIA COUNCIL FOR ENVIRONMENTAL AND ECONOMIC BALANCE (CCEEB)

President & Chief Executive Officer
2005 to Present

◆ ***STATE WATER RESOURCES CONTROL BOARD (SWRCB)***

Member
March 21, 2005 to Present

◆ ***CALIFORNIA ENVIRONMENTAL DIALOGUE (CED)***

Consulting Director
Aug. 2004 to March 2005

◆ ***AUDUBON CALIFORNIA***

Executive Director
Sept. 2002 to March 2004

◆ ***GDS CONSULTING***

President
Jan. 1998 – Sept. 2002

◆ **ATLANTIC RICHFIELD COMPANY (ARCO)**

1970-Jan. 1998

Senior Attorney

(Corporate and International Divisions)

1970-1074

Negotiator for the company in securing production sharing agreements for the exploration of hydrocarbons in South America and Europe. Successfully completed financially profitable transactions in Spain, Italy, Peru, Ecuador, Colombia, and Venezuela.

◆ **U.S. DEPARTMENT OF JUSTICE**

Appellate Section

Land and Natural Resource Division

Attorney

1969-1970

Drafted and submitted legal briefs for cases involving land condemnation, Indian affairs, and environmental degradation.

◆ **U.S. PEACE CORPS**

Volunteer

1966-1969

Director of a youth center in Cusco, Peru for over 300 "at risk" youths. Created, constructed and developed a recreational and learning center in an impoverished community in the Andes mountains. Became fluent in Spanish and learned to work and live within the complex structures of a different people and culture.

EDUCATION

Phillips Academy

Andover, Massachusetts

Harvard College

Cambridge, Massachusetts

B.A., cum laude

Columbia University Law School

New York, New York

LL.B., Dean's List

Patricia Riordan Torrey

Professional Summary

Experienced educator and media professional with a diverse background in mathematics education and television/film production. Passionate about supporting educational initiatives and nonprofit organizations through board leadership and community engagement.

Professional Experience

Mathematics Teacher – Marymount High School, Los Angeles

- Taught high school mathematics, fostering student engagement and academic growth.
- Developed and implemented curriculum to support student success in mathematics.

Television & Film Production Professional

- Managed various aspects of television and film production over a 15-year career.
- Collaborated with industry professionals to bring creative projects to completion.

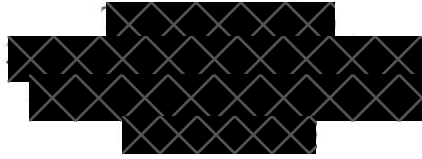
Education

Bachelor of Arts in Mathematics – Colorado College

Board & Community Leadership

- **Board Member**, Jardin de la Infancia
- **Board Member**, New Roads School, Santa Monica
- **Former Board Member**, Park Century School, Century City

Paul A. White



1999 – Present Senior Vice-President, Capital Research Company

2000 – Present Board, Las Familias del Pueblo

2000 – Present Board, Jardin de la Infancia

EDUCATION:

1982 BA in Economics, UC San Diego

1988 MBA in Finance, UCLA

JARDIN DE LA INFANCIA
January 29,2025 Board Meeting
Meeting Minutes

MEMBERS PRESENT BY PHONE: Alice Callaghan, Gerald Secundy, Paul White and Robert Wycoff

ALSO PRESENT: Zuzy Chavez (Director)

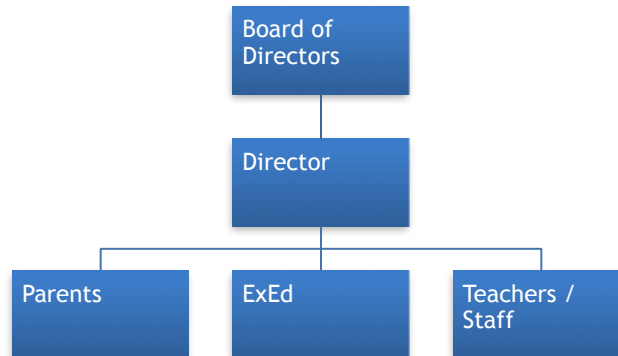
Gerald Secundy called the meeting to order at 8:33 a.m.

Status Report

- The board approved the 2025-2030 Renewal Petition and Budget.
- The board approved designation of Lead Petitioner to Zuzy Chavez.
- The board approved the Revised Bylaws.
- The school director, Zuzy Chavez reported on recent school closures due to the effects of the Palisades and Eaton Fires impact on Los Angeles air quality. Ms. Chavez also reported on efforts to support our undocumented familie
- • No one from the public requested to speak. The agenda was posted 72 hours prior to the meeting.

The meeting was adjourned at 8:48 a.m.

2024- 25 Jardin de la Infancia Organization Chart



Governing Board Meeting Schedule

SEPTEMBER 25, 2024

DECEMBER 11, 2024

FEBRUARY 26, 2025

JUNE 18, 2025
(annual meeting)

Dates are subject to change if necessary



Financial Statements
June 30, 2022

Jardin De La Infancia
Charter No. 0663

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Independent Auditor's Report

Governing Board
Jardin De La Infancia
Rancho Cucamonga, California

Report on the Financial Statements

Opinion

We have audited the financial statements of Jardin De La Infancia (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information on pages 13-17 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP". The signature is written in black ink and is positioned above the printed name of the firm.

Rancho Cucamonga, California
January 5, 2023

Jardin De La Infancia
Statement of Financial Position
June 30, 2022

Assets		
Current assets		
Cash	\$	161,009
Receivables		27,533
Prepaid expenses		<u>10,682</u>
Total current assets		<u>199,224</u>
Non-current assets		
Property and equipment, net		<u>152,470</u>
Total assets	\$	<u><u>351,694</u></u>
Liabilities		
Current liabilities		
Accounts payable	\$	55,414
Accrued liabilities		2,036
Refundable advance		<u>93,933</u>
Total current liabilities		<u>151,383</u>
Net Assets		
Without donor restrictions		<u>200,311</u>
Total liabilities and net assets	\$	<u><u>351,694</u></u>

Jardin De La Infancia
Statement of Activities
Year Ended June 30, 2022

Support and revenues	
Local Control Funding Formula	\$ 188,986
Federal revenue	60,930
Other state revenue	30,420
Local revenues	<u>11,599</u>
Total support and revenues	<u>291,935</u>
Expenses	
Program services	293,974
Management and general	<u>103,862</u>
Total expenses	<u>397,836</u>
Change in Net Assets	<u>(105,901)</u>
Net Assets, Beginning of Year	<u>306,212</u>
Net Assets, End of Year	<u><u>\$ 200,311</u></u>

Jardin De La Infancia
Statement of Functional Expenses
Year Ended June 30, 2022

	Program Services	Management and General	Total Expenses
Salaries	\$ 169,732	\$ 22,277	\$ 192,009
Employee benefits	32,467	4,261	36,728
Payroll taxes	13,858	1,819	15,677
Fees for services	21,680	47,104	68,784
Advertising and promotions	-	930	930
Office expenses	-	2,749	2,749
Information technology	-	264	264
Occupancy	42,431	5,569	48,000
Depreciation	6,764	-	6,764
Insurance	-	10,297	10,297
Other expenses	124	6,666	6,790
Capital outlay	2,491	-	2,491
Special education	(1,429)	-	(1,429)
Instructional materials	5,856	-	5,856
District oversight fees	-	1,926	1,926
	<u>\$ 293,974</u>	<u>\$ 103,862</u>	<u>\$ 397,836</u>
Total functional expenses	<u>\$ 293,974</u>	<u>\$ 103,862</u>	<u>\$ 397,836</u>

Jardin De La Infancia
Statement of Cash Flows
Year Ended June 30, 2022

Operating Activities	
Change in net assets	\$ (105,901)
Adjustments to reconcile change in net assets to net cash from (used for) operating activities	
Depreciation expense	6,764
Changes in operating assets and liabilities	
Receivables	118,704
Prepaid expenses	(4,273)
Accounts payable	37,065
Accrued liabilities	(1,558)
Refundable advance	79,357
	<hr/>
Net Cash from (used for) Operating Activities	130,158
	<hr/>
Investing Activities	
Purchases of property and equipment	(155,354)
Proceeds from the sale of property and equipment	144,999
	<hr/>
Net Cash (used for) Investing Activities	(10,355)
	<hr/>
Net Change in Cash	119,803
Cash, Beginning of Year	41,206
	<hr/>
Cash, End of Year	\$ 161,009
	<hr/> <hr/>

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Jardin De La Infancia (the Organization) was incorporated in the State of California in 2004 as a nonprofit public benefit corporation that is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code of 1954. The Charter School was approved by the State of California Department of Education on July 7, 2004. The Charter School opened on September 1, 2004, and currently serves approximately 16 students in grades Kindergarten and First. On December 13, 2016, the Charter School was renewed by Los Angeles County of Education (LACOE) for five years ending in 2022. The Charter Schools Division has automatically extended the Organization's term by two years pursuant to Education Code Section 47607.4.

Charter school number authorized by the State: 0663

The Organization provides services such as education, encompassing instruction, student and staff support activities, facilities maintenance and operations, and food services. Supporting services include management and general services which are the Organization's overall related administrative activities.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2022.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2022 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2022.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position. Consequently, at June 30, 2022 conditional contributions approximating \$197,505, for which no amounts had been received in advance, have not been recognized in the accompanying financial statements.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2022.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include occupancy, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, and other, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction. It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Recent Accounting Pronouncements

In February 2016, FASB issued Accounting Standards Update (ASU) 2016-02, *Leases*. ASU 2016-02 requires a lessee to recognize a lease asset representing its right to use the underlying asset for the lease term, and a lease liability for the payments to be made to lessor, on its statement of financial position for all operating leases greater than 12 months. Although the full impact of this update on the Organization's financial statements has not yet been determined, the future adoption of this guidance will require the Organization to record assets and liabilities on its statement of financial position relating to facility and other leases currently being accounted for as operating leases. The ASU is effective for the Organization for the year ended June 30, 2023. Management is evaluating the impact of the adoption of this standard.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	\$	161,009
Receivables		27,533
		188,542
Total	\$	188,542

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2022:

Building improvements	\$	145,000
Computer and equipment		8,222
Furniture		11,399
		164,621
Less accumulated depreciation		(12,151)
Total	\$	152,470

Note 4 - Employee Retirement Systems

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) are covered by social security or an alternative plan. The Organization has elected to use social security as its alternative plan.

Note 5 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

Note 6 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through January 5, 2023, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.



Supplementary Information
June 30, 2022

Jardin De La Infancia

ORGANIZATION

Jardin De La Infancia (the Organization) (Charter Number 0663) was granted on May 25, 2004, by Los Angeles Unified School District. On December 13, 2016 the Organization renewed their charter petition through LACOE. The Organization operates one school, grades Kindergarten and First.

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Gerald Secundy	Chair	No Term Limit
Alice Callaghan	President	No Term Limit
Paul White	Treasurer	No Term Limit
Patricia Torrey	Secretary	No Term Limit
Mike Roos	Member	No Term Limit
Robert Wycoff	Member	No Term Limit
Grace Guzman	Member	No Term Limit

ADMINISTRATION

Zuzy Chavez	Executive Director
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Jardin De La Infancia
Schedule of Average Daily Attendance
Year Ended June 30, 2022

	<u>Second Period Report</u>	<u>Annual Report</u>
Regular ADA Kindergarten and first	<u>15.15</u>	<u>15.28</u>
Classroom Based ADA Kindergarten and first	<u>15.15</u>	<u>15.28</u>

Jardin De La Infancia
 Schedule of Instructional Time
 Year Ended June 30, 2022

Grade Level	1986-1987 Minutes Requirement	2021-2022 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Actual Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Kindergarten	36,000	64,815	-	64,815	195	N/A	-	195	Complied
Grade 1	50,400	64,815	-	64,815	195	N/A	-	195	Complied

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2022.

Local Education Agency Organization Structure

This schedule provides information about the Organization's operations, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.



Independent Auditor's Reports
June 30, 2022

Jardin De La Infancia



Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Jardin De La Infancia
Los Angeles, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Jardin De La Infancia (the Organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Sully LLP".

Rancho Cucamonga, California
January 5, 2023



Independent Auditor's Report on State Compliance

Governing Board
Jardin De La Infancia
Los Angeles, California

Report on Compliance

Opinion on State Compliance

We have audited Jardin De La Infancia's (the Organization) compliance with the requirements specified in the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2022.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor’s Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization’s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization’s compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization’s compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization’s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization’s compliance with the state laws and regulations applicable to the following items:

2021-2022 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	No, see below
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	No, see below
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below

2021-2022 K-12 Audit Guide Procedures	Procedures Performed
Classroom Teacher Salaries	No, see below
Early Retirement Incentive	No, see below
GANN Limit Calculation	No, see below
School Accountability Report Card	No, see below
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Transportation Maintenance of Effort	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
 School Districts, County Offices of Education, and Charter Schools	
California Clean Energy Jobs Act	No, see below
After/Before School Education and Safety Program:	
General Requirements	No, see below
After School	No, see below
Before School	No, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	No, see below
Immunizations	No, see below
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	No, see below
In Person Instruction Grant	No, see below
 Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No, see below
Determination of Funding for Nonclassroom-Based Instruction	No, see below
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

Programs listed above for “Local Education Agencies Other Than Charter Schools” are not applicable to charter schools; therefore, we did not perform any related procedures.

We did not perform California Clean Energy Jobs Act procedures because the Organization did not receive funding for this program.

We did not perform procedures for the After/Before School Education and Safety Program because the Organization did not offer the program.

The Organization does not offer an Independent Study - Course Based program; therefore, we did not perform any procedures related to the Independent Study - Course Based Program.

The Organization's charter school was not listed on the immunization assessment reports; therefore, we did not perform any related procedures.

We did not perform Career Technical Education Incentive Grant procedures because the Organization did not receive funding for this grant.

We did not perform In Person Instruction Grant procedures because the Organization did not receive funding for this grant.

We did not perform procedures for the Nonclassroom-Based Instruction/Independent Study because the Organization was not classified as nonclassroom-based and does not offer an Independent Study program.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Eide Sully LLP

Rancho Cucamonga, California
January 5, 2023



Schedule of Findings and Questioned Costs
June 30, 2022

Jardin De La Infancia

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified

None reported.

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statements
June 30, 2024

Jardin de la Infancia
Charter No. 0663

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Rudolph F. Silva, CPA
Lisa D. Silva, CPA



Independent Auditor's Report

Governing Board
Jardin de la Infancia
Los Angeles, California

Report on the Financial Statements

Opinion

We have audited the financial statements of Jardin de la Infancia (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in aggregate that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information on pages 16-19 is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the local education agency organization structure but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 25, 2024, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.



Brea, California
September 25, 2024

Jardin de la Infancia
Statement of Financial Position
June 30, 2024

Assets	
Current assets	
Cash and cash equivalents	\$ 684,427
Receivables	84,943
Prepaid expenses	<u>4,308</u>
Total current assets	<u>773,678</u>
Non-current assets	
Property and equipment, net	138,229
Operating lease right-of-use asset, net	<u>413,952</u>
Total non-current assets	<u>552,181</u>
Total assets	<u>\$ 1,325,859</u>
Liabilities	
Current liabilities	
Accounts payable	31,023
Refundable advance	550,400
Current portion of operating lease liability	<u>33,638</u>
Total current liabilities	<u>615,061</u>
Long-term liabilities	
Operating lease liability, less current portion	<u>380,314</u>
Total liabilities	<u>995,375</u>
Net Assets	
Without donor restrictions	<u>330,484</u>
Total liabilities and net assets	<u>\$ 1,325,859</u>

Jardin de la Infancia
 Statement of Activities
 Year Ended June 30, 2024

	<u>Without donor Restrictions</u>
Support and revenues	
Local Control Funding Formula	\$ 278,977
Federal revenue	12,123
Other state revenue	139,869
Local revenues	<u>121,067</u>
Total support and revenues	<u>552,036</u>
Expenses	
Program services	431,986
Management and general	<u>58,968</u>
Total expenses	<u>490,954</u>
Change in Net Assets	<u>61,082</u>
Net Assets, Beginning of Year	<u>269,402</u>
Net Assets, End of Year	<u><u>\$ 330,484</u></u>

Jardin de la Infancia
Statement of Functional Expenses
Year Ended June 30, 2024

	Program Services	Management and General	Total Expenses
Salaries	\$ 191,097	\$ -	\$ 191,097
Employee benefits	38,806	-	38,806
Payroll taxes	14,711	-	14,711
Fees for services	116,377	41,706	158,083
Advertising and promotions	-	947	947
Office expenses	-	764	764
Information technology	-	73	73
Occupancy	51,149	-	51,149
Travel	344	-	344
Interest	-	17	17
Depreciation	6,897	-	6,897
Insurance	-	8,600	8,600
Other expenses	2,039	4,088	6,127
Capital outlay	2,884	-	2,884
Instructional materials	7,682	-	7,682
District oversight fees	-	2,773	2,773
	<u>\$ 431,986</u>	<u>\$ 58,968</u>	<u>\$ 490,954</u>
Total functional expenses	<u>\$ 431,986</u>	<u>\$ 58,968</u>	<u>\$ 490,954</u>

Jardin de la Infancia
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	\$ 61,082
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation expense	6,897
Interest expense attributable to the amortization of bond issuance costs	
Changes in operating assets and liabilities	
Receivables	(7,011)
Prepaid expenses	(135)
Accounts payable	(4,854)
Refundable advance	(51,449)
Operating lease assets and liabilities	<u>(1)</u>
Net Cash Provided by Operating Activities	<u>4,529</u>
Net Change in Cash	4,529
Cash and cash equivalents, Beginning of Year	<u>679,898</u>
Cash and cash equivalents, End of Year	<u><u>\$ 684,427</u></u>
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	<u><u>\$ -</u></u>

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Jardin De La Infancia (the Organization) was incorporated in the State of California in 2004 as a nonprofit public benefit corporation that is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code of 1954. The Charter School was approved by the State of California Department of Education on July 7, 2004. The Charter School opened on September 1, 2004, and currently serves approximately 16 students in grades Transitional Kindergarten and First. On December 13, 2016, the Charter School was renewed by Los Angeles County of Education (LACOE) for five years ending in 2022. The Charter Schools Division has automatically extended the Organization's term by two years pursuant to Education Code Section 47607.4.

Charter school number authorized by the State: 0663

The Organization provides services such as education, encompassing instruction, student and staff support activities, facilities maintenance and operations, and food services. Supporting services include management and general services which are the Organization's overall related administrative activities.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates those resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2024.

Cash and Cash Equivalents

The Organization considers all cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash and highly liquid financial instruments restricted to building projects or other long-term purposes are excluded from this definition.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2024, the Organization had approximately \$184,427, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due to educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2024, are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2024.

Right-Of-Use Leased Assets and Liabilities

Right-of-Use (ROU) leased assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the lease commencement date and are based on the present value of lease payments over the lease term. As most leases do not provide an implicit rate, a risk-free rate is utilized in lieu of determining an incremental borrowing rate at the commencement date in deciding the present value of lease payments. The operating lease ROU assets also include any lease payments made and exclude lease incentives. Lease expense is recognized on a straight-line basis over the lease term. Lease agreements with lease and non-lease components are generally accounted for separately.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled students' average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position. Consequently, at June 30, 2024, the Organization did not have conditional contributions, for which no amounts had been received in advance and have not been recognized in the accompanying financial statements.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2024.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include occupancy, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, and other, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) and qualifies for the charitable contribution deduction. It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash and cash equivalents	\$	684,427
Receivables		<u>84,943</u>
Total	\$	<u><u>769,370</u></u>

As part of the Organization’s liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Fair Value Measurements and Disclosures

The Organization has determined the fair value of certain assets in accordance with generally accepted accounting principles, which provides a framework for measuring fair value.

Fair value is defined as the exchange price that would be received for an asset or most advantageous market for the asset in an orderly transaction between market participants on the measurement date. Valuation techniques should maximize the use of observable inputs and minimize the use of unobservable inputs. A fair value hierarchy has been established, which prioritizes the valuation inputs into three broad levels.

Level 1 inputs consist of quoted prices (unadjusted) in active markets for identical assets that can be accessed at the reporting date. Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the related asset, either directly or indirectly. These include quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset and market corroborated inputs. Level 3 inputs are unobservable inputs related to the asset. In these situations, inputs are developed using the best information in the circumstances.

In some cases, the inputs used to measure the fair value of an asset might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to an entire measurement requires judgment, taking into account factors specific to the asset. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to an assessment of the quality, risk, or liquidity profile of the asset.

A significant portion of investments are classified within Level 1 because they are comprised of mutual funds with readily determinable fair values based on daily redemption values. Certain certificates of deposit are considered invested and traded in the financial markets. Those certificates of deposit, fixed income securities and other securities are valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates and market-rate assumptions, and are classified within Level 2.

Net asset value (NAV) per share, or its equivalent, such as member units or an ownership interest in partners' capital, is used to estimate the fair values of certain hedge funds, private equity funds, fund of funds, and limited partnerships which do not have readily determinable fair values. Investments that are measured at fair value using NAV per share as a practical expedient are not classified in the fair value hierarchy but are included in the table below to permit reconciliation to the accompanying statement of financial position

The following table presents assets and liabilities measured at fair value on a recurring basis, as identified in the following, at June 30, 2024:

	Fair Value Measurements at Report Date Using			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Investments				
Money market funds	\$ 365,515	\$ -	\$ -	\$ 365,515

Note 4 - Property and Equipment

Property and equipment consist of the following at June 30, 2024:

Building improvements	\$	145,000
Computer and equipment		8,222
Furniture		11,399
		164,621
Subtotal		164,621
Less accumulated depreciation		(26,392)
		138,229
Total	\$	138,229

Note 5 - Operating Lease

The Organization leases certain real property for the operation of charter schools with various terms under long-term, non-cancelable operating lease agreements. The lease expires June 30, 2034. The Organization included in the determination of the ROU assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. The agreements generally require the Organization to pay repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The Organization has applied the risk-free rate option to the real estate class of asset.

The Organization elected the practical expedient to not separate lease and non-lease components for real estate leases.

Total lease costs for the year ended June 30, 2024, were as follows:

Operating lease cost	\$	51,149
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The following table summarizes the supplemental cash flow information for the year ended June 30, 2024:

Right-of-use assets obtained in exchange for lease liabilities		
Operating leases	\$	413,952

The future minimum lease payments under noncancelable operating leases with terms greater than one year are listed below as of June 30, 2024.

	June 30, 2024
	Operating
2025	\$ 51,149
2026	51,149
2027	51,149
2028	51,149
2029	51,149
Thereafter	255,743
Total lease payments	511,488
Less interest	(97,536)
Present value of lease liabilities	\$ 413,952

Note 6 - Employee Retirement Systems

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) are covered by social security or an alternative plan. The Organization has elected to use social security as its alternative plan.

Note 7 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

Note 8 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through December 4, 2023, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year's financial statements.

Supplementary Information
June 30, 2024

Jardin de la Infancia

Jardin de la Infancia
Schedule of Average Daily Attendance
Year Ended June 30, 2024

	<u>Second Period Report</u>	<u>Annual Report</u>
Regular ADA		
Kindergarten and first	<u>17.09</u>	<u>17.06</u>
Classroom Based ADA		
Kindergarten and first	<u>17.09</u>	<u>17.06</u>

Jardin de la Infancia
 Schedule of Instructional Time
 Year Ended June 30, 2024

Grade Level	1986-1987 Minutes Requirement	2023-2024 Actual Minutes	Total Minutes Offered	Number of Actual Days		Total Days Offered	Status
				Traditional Calendar	Multitrack Calendar		
TK/Kindergarten	36,000	64,185	64,185	193	N/A	193	Complied
Grade 1	50,400	64,185	64,185	193	N/A	193	Complied

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2024.

Local Education Agency Organization Structure

This schedule provides information about the Organization's operations, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Other Information
June 30, 2024

Jardin de la Infancia

ORGANIZATION

Jardin de la Infancia (the Organization) (Charter Number 0663) was granted on May 25, 2004, by Los Angeles Unified School District. On December 13, 2016, the Organization renewed their charter petition through LACOE for five years ending June 30, 2022. The Organization operates one school, grades Transitional Kindergarten and First.

Per California Education Code (EC) Section 47607.4, which was amended by Senate Bill 114, effective July 1, 2021, all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year.

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Gerald Secundy	Chair	No Term Limit
Alice Callaghan	President	No Term Limit
Paul White	Treasurer	No Term Limit
Patricia Torrey	Secretary	No Term Limit
Mike Roos	Member	No Term Limit
Robert Wycoff	Member	No Term Limit

ADMINISTRATION

Zuzy Chavez Executive Director

Independent Auditor's Reports
June 30, 2024

Jardin de la Infancia

Rudolph F. Silva, CPA
Lisa D. Silva, CPA

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Jardin de la Infancia
Los Angeles, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Jardin de la Infancia (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 25, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Silva + Silva CPAs".

Brea, California
September 25, 2024

Rudolph F. Silva, CPA
Lisa D. Silva, CPA

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Governing Board
Jardin de la Infancia
Los Angeles, California

Report on Compliance

Opinion on State Compliance

We have audited Jardin de la Infancia's (the Organization) compliance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2024.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor’s Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization’s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization’s compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization’s compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization’s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization’s compliance with the state laws and regulations applicable to the following items:

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	No, see below
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	No, see below
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below
Classroom Teacher Salaries	No, see below

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Early Retirement Incentive	No, see below
GANN Limit Calculation	No, see below
School Accountability Report Card	No, see below
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
Home to School Transportation Reimbursement	No, see below
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program:	
General Requirements	No, see below
After School	No, see below
Before School	No, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	No, see below
Immunizations	No, see below
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	No, see below
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Yes
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No, see below
Determination of Funding for Nonclassroom-Based Instruction	No, see below
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

Programs listed above for “Local Education Agencies Other Than Charter Schools” are not applicable to charter schools; therefore, we did not perform any related procedures.

We did not perform procedures for the After/Before School Education and Safety Program because the Organization did not offer the program.

The Organization does not offer an Independent Study - Course Based program; therefore, we did not perform any procedures related to the Independent Study - Course Based Program.

The Organization's charter school was not listed on the immunization assessment reports; therefore, we did not perform any related procedures.

We did not perform Career Technical Education Incentive Grant procedures because the Organization did not receive funding for this grant.

We did not perform procedures for the Nonclassroom-Based Instruction/Independent Study because the Organization was not classified as nonclassroom-based and does not offer an Independent Study program.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Silva + Silva CPAs".

Brea, California

September 25, 2024

Schedule of Findings and Questioned Costs
June 30, 2024

Jardin de la Infancia

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified

None reported.

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statements
June 30, 2023

Jardin de la Infancia
Charter No. 0663

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Rudolph F. Silva, CPA
Lisa D. Silva, CPA



Independent Auditor's Report

Governing Board
Jardin de la Infancia
Brea, California

Report on the Financial Statements

Opinion

We have audited the financial statements of Jardin de la Infancia (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Adoption of New Accounting Standard

As discussed in Notes 1 and 4 to the financial statements, the Organization has early adopted the provisions of Financial Accounting Standards Board (FASB) ASU 2016-02 *Leases Topic 842*, as of July 1, 2022, using the modified retrospective approach.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in aggregate that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information on pages 15-19 is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2023, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.



Brea, California
December 4, 2023

Jardin de la Infancia
Statement of Financial Position
June 30, 2023

Assets	
Current assets	
Cash	\$ 679,898
Receivables	77,932
Prepaid expenses	<u>4,171</u>
Total current assets	<u>762,001</u>
Non-current assets	
Property and equipment, net	145,125
Operating lease right-of-use asset, net	<u>50,490</u>
Total non-current assets	<u>195,615</u>
Total assets	<u><u>\$ 957,616</u></u>
Liabilities	
Current liabilities	
Accounts payable	35,875
Refundable advance	601,849
Current portion of operating lease liability	<u>50,490</u>
Total liabilities	<u>688,214</u>
Net Assets	
Without donor restrictions	<u>269,402</u>
Total liabilities and net assets	<u><u>\$ 957,616</u></u>

Jardin de la Infancia
 Statement of Activities
 Year Ended June 30, 2023

	Without donor Restrictions
Support and revenues	
Local Control Funding Formula	\$ 381,040
Federal revenue	23,206
Other state revenue	84,637
Local revenues	24,198
Total support and revenues	513,081
Expenses	
Program services	345,203
Management and general	98,787
Total expenses	443,990
Change in Net Assets	69,091
Net Assets, Beginning of Year	200,311
Net Assets, End of Year	\$ 269,402

Jardin de la Infancia
Statement of Functional Expenses
Year Ended June 30, 2023

	Program Services	Management and General	Total Expenses
Salaries	\$ 162,414	\$ 15,516	\$ 177,930
Employee benefits	33,204	1,259	34,463
Payroll taxes	11,435	3,005	14,440
Fees for services	69,954	46,147	116,101
Advertising and promotions	-	3,984	3,984
Office expenses	-	10	10
Occupancy	46,689	4,460	51,149
Depreciation	7,345	-	7,345
Insurance	-	12,758	12,758
Other expenses	2,015	9,604	11,619
Instructional materials	12,147	-	12,147
District oversight fees	-	2,044	2,044
	<u>\$ 345,203</u>	<u>\$ 98,787</u>	<u>\$ 443,990</u>
Total functional expenses	<u>\$ 345,203</u>	<u>\$ 98,787</u>	<u>\$ 443,990</u>

Jardin de la Infancia
Statement of Cash Flows
Year Ended June 30, 2023

Operating Activities	
Change in net assets	\$ 69,091
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation expense	7,345
Changes in operating assets and liabilities	
Receivables	(50,399)
Prepaid expenses	6,511
Accounts payable	(21,575)
Refundable advance	507,916
	<hr/>
Net Cash Provided by Operating Activities	518,889
	<hr/>
Cash, Beginning of Year	161,009
	<hr/>
Cash, End of Year	<u>\$ 679,898</u>

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Jardin De La Infancia (the Organization) was incorporated in the State of California in 2004 as a nonprofit public benefit corporation that is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code of 1954. The Charter School was approved by the State of California Department of Education on July 7, 2004. The Charter School opened on September 1, 2004, and currently serves approximately 16 students in grades Transitional Kindergarten and First. On December 13, 2016, the Charter School was renewed by Los Angeles County of Education (LACOE) for five years ending in 2022. The Charter Schools Division has automatically extended the Organization's term by two years pursuant to Education Code Section 47607.4.

Charter school number authorized by the State: 0663

The Organization provides services such as education, encompassing instruction, student and staff support activities, facilities maintenance and operations, and food services. Supporting services include management and general services which are the Organization's overall related administrative activities.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates those resources be maintained in perpetuity. The Organization did not have net assets with donor restrictions for the year ended June 30, 2023.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due to educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2023, are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2023.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled students' average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position. Consequently, at June 30, 2023, the Organization did not have conditional contributions, for which no amounts had been received in advance, have not been recognized in the accompanying financial statements.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2023.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include occupancy, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, and other, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) and qualifies for the charitable contribution deduction. It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Right-Of-Use and Lease Liabilities

Right-of-Use (ROU) assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the lease commencement date and are based on the present value of lease payments over the lease term. As most leases do not provide an implicit rate, a risk-free rate is utilized in lieu of determining an incremental borrowing rate at the commencement date in deciding the present value of lease payments. The operating lease ROU assets also include any lease payments made and exclude lease incentives. Lease expense is recognized on a straight-line basis over the lease term. Lease agreements with lease and non-lease components are generally accounted for separately.

Change in Accounting Principle

Effective January 1, 2020, the Organization adopted the new lease accounting guidance in Accounting Standards Update No. 2016-02, Leases (Topic 842). The Organization elected to apply the guidance as of July 1, 2021, the beginning of the adoption period. The standard requires the recognition of right-of-use assets and lease liabilities for lease contracts with terms greater than 12 months. Operating lease costs are recognized in the income statement as a single lease cost and finance lease costs are recognized in two components, interest expense and amortization expense. The Organization has elected the package of practical expedients permitted in ASC Topic 842. Accordingly, the Organization accounted for its existing leases as either finance or operating lease under the new guidance, without reassessing (a) whether the contract contains a lease under ASC Topic 842, (b) whether classification of the operating lease would be different in accordance with ASC Topic 842, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in ASC Topic 842 at lease commencement.

As a result of the adoption of the new lease accounting guidance, the Organization recognized on July 1, 2022, the beginning of the adoption period, no cumulative effect adjustment to net assets, an operating lease liability of \$99,567, and an operating right-of-use asset of \$99,567. The adoption of the new standard did not materially impact the Organization's Statement of Activities or Statement of Cash Flows. See Note 4 for further disclosure of the Organization's lease contracts.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash		\$	679,898
Receivables			<u>77,932</u>
Total			<u>\$ 757,830</u>

As part of the Organization’s liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2023:

Building improvements		\$	145,000
Computer and equipment			8,222
Furniture			<u>11,399</u>
			164,621
Less accumulated depreciation			<u>(19,496)</u>
Total			<u>\$ 145,125</u>

Note 4 - Operating Lease

The Organization leases certain real property for the operation of charter schools with various terms under long-term, non-cancelable operating lease agreements. The lease expires June 30, 2024. The Organization included in the determination of the ROU assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. The agreements generally require the Organization to pay repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. The Organization has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The Organization has applied the risk-free rate option to the real estate class of asset.

The Organization has elected the short-term lease exemption for leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis. The Organization has one real property short term lease agreement for the year ended June 30, 2023.

The Organization elected the practical expedient to not separate lease and non-lease components for real estate leases.

Total lease costs for the year ended June 30, 2023, were as follows:

Operating lease cost	\$ 51,149
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The following table summarizes the supplemental cash flow information for the year ended June 30, 2023:

Right-of-use assets obtained in exchange for lease liabilities	
Operating leases	\$ 99,567

The future minimum lease payments under noncancelable operating leases with terms greater than one year are listed below as of June 30, 2023.

	June 30, 2023
	Operating
2024	\$ 51,149
Less interest	(659)
Present value of lease liabilities	\$ 50,490

Note 5 - Employee Retirement Systems

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS or CalPERS) are covered by social security or an alternative plan. The Organization has elected to use social security as its alternative plan.

Note 6 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

Note 7 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through December 4, 2023, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year's financial statements.

Supplementary Information
June 30, 2023

Jardin de la Infancia

ORGANIZATION

Jardin de la Infancia (the Organization) (Charter Number 0663) was granted on May 25, 2004, by Los Angeles Unified School District. On December 13, 2016, the Organization renewed their charter petition through LACOE. The Organization operates one school, grades Transitional Kindergarten and First.

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Gerald Secundy	Chair	No Term Limit
Alice Callaghan	President	No Term Limit
Paul White	Treasurer	No Term Limit
Patricia Torrey	Secretary	No Term Limit
Mike Roos	Member	No Term Limit
Robert Wycoff	Member	No Term Limit
Grace Guzman	Member	No Term Limit

ADMINISTRATION

Zuzy Chavez	Executive Director
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Jardin de la Infancia
Schedule of Average Daily Attendance
Year Ended June 30, 2023

	<u>Second Period Report</u>	<u>Annual Report</u>
Regular ADA		
Kindergarten and first	<u>13.87</u>	<u>13.88</u>
Classroom Based ADA		
Kindergarten and first	<u>13.87</u>	<u>13.88</u>

Jardin de la Infancia
 Schedule of Instructional Time
 Year Ended June 30, 2023

Grade Level	1986-1987 Minutes Requirement	2022-2023 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Actual Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
TK/Kindergarten	36,000	64,470	-	64,470	191	N/A	-	191	Complied
Grade 1	50,400	64,470	-	64,470	191	N/A	-	191	Complied

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2023.

Local Education Agency Organization Structure

This schedule provides information about the Organization's operations, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Independent Auditor's Reports
June 30, 2023

Jardin de la Infancia

Rudolph F. Silva, CPA
Lisa D. Silva, CPA

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Jardin de la Infancia
Los Angeles, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Jardin de la Infancia (the Organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 4, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Brea, California
December 4, 2023

Rudolph F. Silva, CPA
Lisa D. Silva, CPA

Independent Auditor's Report on State Compliance

Governing Board
Jardin de la Infancia
Los Angeles, California

Report on Compliance

Opinion on State Compliance

We have audited Jardin de la Infancia's (the Organization) compliance with the requirements specified in the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2023.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2023.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor’s Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization’s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization’s compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization’s compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization’s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization’s compliance with the state laws and regulations applicable to the following items:

2022-2023 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	No, see below
Teacher Certification and Misassignments	No, see below
Kindergarten Continuance	No, see below
Independent Study	No, see below
Continuation Education	No, see below
Instructional Time	No, see below
Instructional Materials	No, see below
Ratio of Administrative Employees to Teachers	No, see below
Classroom Teacher Salaries	No, see below

2022-2023 K-12 Audit Guide Procedures	Procedures Performed
Early Retirement Incentive	No, see below
GANN Limit Calculation	No, see below
School Accountability Report Card	No, see below
Juvenile Court Schools	No, see below
Middle or Early College High Schools	No, see below
K-3 Grade Span Adjustment	No, see below
Transportation Maintenance of Effort	No, see below
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	No, see below
District of Choice	No, see below
 School Districts, County Offices of Education, and Charter Schools	
California Clean Energy Jobs Act	No, see below
After/Before School Education and Safety Program:	
General Requirements	No, see below
After School	No, see below
Before School	No, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	No, see below
Immunizations	No, see below
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Yes
Career Technical Education Incentive Grant	No, see below
Transitional Kindergarten	Yes
 Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No, see below
Determination of Funding for Nonclassroom-Based Instruction	No, see below
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

Programs listed above for “Local Education Agencies Other Than Charter Schools” are not applicable to charter schools; therefore, we did not perform any related procedures.

We did not perform California Clean Energy Jobs Act procedures because the Organization did not receive funding for this program.

We did not perform procedures for the After/Before School Education and Safety Program because the Organization did not offer the program.

The Organization does not offer an Independent Study - Course Based program; therefore, we did not perform any procedures related to the Independent Study - Course Based Program.

The Organization's charter school was not listed on the immunization assessment reports; therefore, we did not perform any related procedures.

We did not perform Career Technical Education Incentive Grant procedures because the Organization did not receive funding for this grant.

We did not perform procedures for the Nonclassroom-Based Instruction/Independent Study because the Organization was not classified as nonclassroom-based and does not offer an Independent Study program.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identify during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2022-2023 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Silva + Silva CPAs".

Brea, California
December 4, 2023

Schedule of Findings and Questioned Costs
June 30, 2023

Jardin de la Infancia

FINANCIAL STATEMENTS

Type of auditor's report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

STATE AWARDS

Internal control over state programs:	
Material weakness identified?	<u>No</u>
Significant deficiencies identified not considered to be material weaknesses?	<u>None reported</u>
Type of auditor's report issued on compliance for programs:	<u>Unmodified</u>

None reported.

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Jardin de la Infancia

**Fiscal Policies and Procedures
Handbook**



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CHARTER SCHOOL FISCAL CONTROL POLICIES AND PROCEDURES

OVERVIEW

The Governing Board of JARDIN DE LA INFANCIA CHARTER SCHOOL has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of JARDIN DE LA INFANCIA CHARTER SCHOOL to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Governing Board formulates financial policies and procedures, delegate's administration of the policies and procedures to the Executive Director and reviews operations and activities on a regular basis.
2. The Executive Director has responsibility for all operations and activities related to financial management.
3. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.
4. All administrative employees are required to take annual vacations of at least five (5) consecutive days.
5. All documentation related to financial matters will be completed by computer, word processor, typewriter, or ink.
6. The Governing Board will commission an annual financial audit by an independent third party auditor who will report directly to them. The Governing Board will approve the final audit report, and a copy will be provided to the charter-granting agency. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the Governing Board and the charter-granting agency.
7. The Governing Board can appoint someone else to perform the Executive Director's responsibilities in the case of absence.

Annual Financial Audit

1. The Governing Board will select an auditor by March 1 each year.
2. The board will annually contract for the services of an independent certified public accountant to perform an annual fiscal audit.
3. The audit shall include, but not be limited to:
 - a. An audit of the accuracy of the financial statements
 - b. An audit of the attendance accounting and revenue accuracy practices
 - c. An audit of the internal control practice.

CHARTER SCHOOL FISCAL CONTROL POLICIES AND PROCEDURES

PURCHASING

1. The Executive Director 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 board president must also approve contracts over \$5,000.
2. The Board President or Executive Director must approve all purchases.
3. The individual approving purchases 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. All purchases over \$5,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services
4. Any individual making an authorized purchase on behalf of the school must provide ExED with appropriate documentation of the purchase.
5. Individuals other than those specified above are not authorized to make purchases without pre-approval.
6. 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.

Contracts

1. Consideration will be made of in-house capabilities to accomplish services before contracting for them.
2. The school will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of need for any contracts over \$5,000.
 - a. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.
3. Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors).
 - a. 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 Executive Director may also require that contract service providers list the school as an additional insured.
4. If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the operations manager will obtain a W-9 from the contract service provider prior to submitting any requests for payments to ExED.

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

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

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

ACCOUNTS PAYABLE

Bank Check Authorization

1. All original invoices will immediately be forwarded to the Executive Director for approval.
2. The Executive Director will carefully review each invoice, attach all supporting documentation, 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 ExED with the invoice. ExED will adjust the invoice for any missing items noted on the packing list before processing for payment.
3. The Executive Director 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 Executive Director will provide his/her signature on the stamp/invoice. The invoice and supporting documentation will be sent to ExED on at least a weekly basis (Executive Director should be aware of invoice due dates to avoid late payments). ExED will then process the invoices with sufficient supporting documentation.
4. The Executive Director may authorize ExED to pay recurring expenses (e.g. utilities) without the Executive Director'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 ExED in writing and updated on an annual basis.

Bank Checks

1. The Governing Board will approve, in advance, the list of authorized signers on the school account. The Board President, and any other employee authorized by the Governing Board may sign bank checks within established limitations.
2. The Governing Board will be authorized to open and close bank accounts.
3. ExED and the Executive Director will be responsible for all blank checks and will keep them under lock and key.
4. When there is a need to generate a bank check, the Executive Director will send appropriate approved documentation to ExED.
5. Once approved by the Executive Director, ExED types/writes the check based on the check authorization prior to obtaining the appropriate signature(s).
6. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
7. ExED will record the check transaction(s) into the appropriate checkbook and in the general ledger.
8. ExED 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 an ExED accountant.

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

- c. Cancelled Checks – filed numerically with bank statements by an ExED 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 ExED who will attach any other related documentation as appropriate.

Bank Reconciliation

1. Bank statements will be received directly, unopened, or printed directly from online banking by the ExED representative assigned to the school.
2. ExED 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.
3. An ExED accountant will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.
4. The ExED accountant will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the Vice President, School Finance at ExED assigned to the school and the Executive Director.
5. The ExED accountant will prepare a monthly summary report to be approved by the Vice President, School Finance at ExED assigned to the school.

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

ACCOUNTS RECEIVABLE

1. Documentation will be maintained for accounts receivable and forwarded to ExED.
2. Accounts receivable will be recorded by ExED in the general ledger and collected on a timely basis.

Cash Receipts (Cash and Checks)

1. Mail (including anything official such as governmental notices, invoices and checks) received at the school must be opened by staff members and stamped with a “received” stamp.
 - a. For any cash or checks received in the mail, the Executive Director will prepare a deposit packet itemizing the amount, source, and purpose of each payment, with a designated office staff member counting the funds and verifying this in writing.
2. All checks will be immediately endorsed with the following information: “For Deposit Only; Jardin de la Infancia; Bank Name; Bank Account Number, Date Received by the School” and forwarded to ExED for deposit.
3. Deposits totaling greater than \$2,000 will be deposited within 48 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.

Returned Check Policy

1. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by ExED or the Executive Director, payment of the NSF check and processing fee must be made by money order or certified check.
2. 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.
3. In the case of NSF checks written by parents of students, failure to pay 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 Executive Director and/or Governing Board.
4. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director and/or Governing Board.

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

PERSONNEL

1. The Executive Director will be responsible for all new employees completing or providing all of the items on the attached Personnel File Checklist.
2. The Executive Director will be responsible for maintaining this information in the format as shown on the Personnel File Checklist.
3. Livescan fingerprinting and TB Test will be required for all new employees.
4. An employee's hiring is not effective until the employment application, form W-4, and form I-9 have been completed.
5. A position control list will be developed during budget season. ExED will notify the board of any variances to the position control throughout the year.

CHARTER SCHOOL FISCAL CONTROL POLICIES AND PROCEDURES

PAYROLL

Timesheets

1. All classified employees will be responsible for completing a timesheet including vacation, sick, and holiday time (if applicable). The employee and the Executive Director will sign the completed timesheet.
2. The completed timesheets will be submitted to ExED by the payroll period deadline designated by ExED.
3. Incomplete timesheets will be returned to the employee and late timesheets will be held until the next pay period. No employee will be paid until a correctly completed timesheet is submitted.
4. 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 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

1. Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime.
2. Overtime only applies to classified employees and is defined as hours worked in excess of forty (40) hours within a five-day period of time. 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 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 Executive Director for further guidance.

Payroll Processing

1. 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 Executive Director 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. The signatory supervisor will submit a summary report of timesheets to ExED who will verify the calculations for accuracy [see attached sample].
2. For salaried employees, employees must sign into a log book or use timesheets to verify working days for accuracy. The Operations Manager will provide the designated school employee with any payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.
3. The Executive Director will notify ExED of all authorizations for approved stipends.

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

4. ExED will prepare the payroll worksheet based on the summary report from the designated school employee.
5. The payroll checks (if applicable) will be delivered to the school. The Executive Director will document receipt of the paychecks and review the payroll checks prior to distribution.

Payroll Taxes and Filings

1. ExED will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries.
2. ExED will prepare the state and federal quarterly and annual payroll tax forms, review the forms with the Executive Director, and submit the forms to the respective agencies.

Record Keeping

1. The Executive Director will maintain written records of all full time employees' use of sick leave, vacation pay, and any other unpaid time.
 - a. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous records.

CHARTER SCHOOL FISCAL CONTROL POLICIES AND PROCEDURES

EXPENSES

Expense Reports

1. Employees will be reimbursed for expenditures within ten (10) days of presentation of appropriate documentation.
2. Employees will complete expense reports monthly, as necessary, to be submitted to ExED.
3. Receipts or other appropriate documentation will be required for all expenses to be reimbursed.
4. The employee and the Executive Director must sign expense reports.
5. Executive Director expense reports should be approved by the Board President and always be submitted to ExED for processing and payment
6. Expenses greater than two months old will not be reimbursed.

Travel

1. Employees will be reimbursed for mileage when pre-approved by an administrator. 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.
2. The Executive Director must pre-approve all out of town travel.
3. 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.
4. Travel advances require written approval from the Executive Director.
5. Travel advances require receipts for all advanced funds.
6. After the trip, the employee must enter all of the appropriate information on an expense report and submit it to the Executive Director for approval and then on to ExED for processing.
7. If the advance exceeds the amount of the receipts, the employee will pay the difference immediately in the form of a check.
8. 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.

Governing Board Expenses

1. The individual incurring authorized expenses while carrying out the duties of the school will complete and sign an expense report.
2. The Executive Director will approve and sign the expense report, and submit it to the ExED for payment.

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

Telephone Usage

1. Employees will not make personal long distance calls on the telephones without prior approval from a supervisor.
2. Employees will reimburse the school for all personal telephone calls if additional expense is incurred by the school.

CHARTER SCHOOL FISCAL CONTROL POLICIES AND PROCEDURES

FINANCE

Financial Reporting

1. In consultation with the Executive Director, ExED will prepare the annual financial budget for approval by the Governing Board.
2. ExED will submit a monthly balance sheet and monthly revenue and expense summaries to the Executive Director including a review of the discretionary accounts and any line items that are substantially over or under budget (\$4,000 and +/- 10% of established budget). The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate.
3. ExED will provide the Executive Director and/or Governing Board with additional financial reports, as needed.

Loans

1. The Executive Director and the Governing 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.
2. Once approved, a promissory note will be prepared and signed by the Executive Director before funds are borrowed.
3. Employee loans are not allowed.

Financial Institutions

1. All funds will be maintained at a high quality financial institution.
2. All funds will be maintained or invested in high quality, short maturity, and liquid funds.
3. Physical evidence will be maintained on-site for all financial institution transactions.

Retention of Records

1. Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the Governing Board or Executive Director, certain documentation may be maintained for a longer period of time.
2. ExED will retain records at their site for a minimum of two (2) years; after which, the remaining five years will be the responsibility of the School.
3. Financial records will be shredded at the end of their retention period.
4. 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.

**CHARTER SCHOOL
FISCAL CONTROL POLICIES AND PROCEDURES**

RESERVES /INSURANCE/LIABILITIES/ASSETS

Funds Balance Reserve

1. A funds balance reserve of at least 5% of the total unrestricted General Funds revenues will be maintained.
2. ExED will provide the Executive Director with balance sheets on a monthly basis. It is the responsibility of the Executive Director and the Governance Board to understand the school's cash situation. It is the responsibility of the Executive Director to prioritize payments as needed. The Executive Director has responsibility for all operations and activities related to financial management.

Insurance

1. ExED will work with the Executive Director to ensure that appropriate insurance is maintained at all times with a high quality insurance agency.
2. The Executive Director and ExED will maintain the files of insurance policies, including an up-to-date copy of all certificates of insurance, insurance policies and procedures, and related claim forms.
3. The Executive Director and ExED will carefully review insurance policies on an annual basis, prior to renewal.
4. Insurance will include general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage. Supplementary coverage will cover the after-hours and weekend activities. Coverage will be in line with the limits listed in the school's approved charter petition.

CHARTER SCHOOL FISCAL CONTROL POLICIES AND PROCEDURES

Asset Inventory

1. An asset is defined as all items, purchased or donated, with a value of \$1,000 or more and with a useful life of more than one year.
2. ExED will file all receipts for purchased asset.
3. ExED will maintain an inventory or log of all assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets.
4. The School will take a physical inventory of all assets at least 90 days before the end of each fiscal year, indicating the condition and location of the asset.
5. The Executive Director will immediately be notified of all cases of theft, loss, damage or destruction of assets.
6. The Executive Director will submit to ExED written notification of plans for disposing of assets with a clear and complete description of the asset and the date of disposal.

Parking Lot Liability

1. Parking lot related incidences are not covered under any insurance policy. The school assumes no liability for damage to cars:
 - a. Parked in the parking lot during school hours
 - b. Parked in the parking lot before and after school hours
2. The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity, such as physical education equipment breaking a window (e.g. a ball)
3. Otherwise, liability is as follows:
 - a. If a student willfully causes damage (i.e. not an accident as described above), the student's parent or guardian is responsible.
 - b. If a parent or other visitor causes damage, that individual is responsible.
 - c. If an employee causes damage, the employee is responsible.
 - d. If an unknown person causes damage and there is no witness, the affected individual would determine if they have applicable coverage through his/her individual insurance policies.



June 25, 2013 Board Meeting Minutes

ATTENDING BY PHONE: Arthur Alarcon, Alice Callaghan, Cara Miller, Gerald Secundy and Robert Wycoff

ALSO JOINING BY PHONE: Jessica Norman (representing ExEd) and Zuzy Chavez (Director)

The Board President Alice Callaghan called the meeting to order at 8:33 a.m.

Status Report

- The board reviewed/approved the 3/6/13 and 4/30/13 board minutes.
- The board reviewed the May 2013 balance sheet, financial analysis and income statement.
- The board reviewed/approved the Policy and Procedure on Teacher Credentialing and Employment.
- The board reviewed /approved Jardin's Fiscal Policy.
- The board reviewed / approved 2013-14 budget.
- The board reviewed / approved EPA Allocations.
- The board reviewed / approved the consolidated application.
- The board reviewed / approved the Homeless Policy.
- Alice Callaghan updated the board on the Lincoln Heights site. The buildings' anticipated renovation completion date has been pushed back. The board discussed and agreed on holding off on opening for the 2013-14 school year, within an anticipated opening for the 2014-15 school year.
- No one from the public requested to speak. The agenda was posted 72 hours prior to the meeting.

The meeting was adjourned at 9:07 a.m.

Bank Reconciliation Approval Report

Account Holder
 Bank Reconciliation Date
 Prepared By
 Reviewed By
 Approval Date

Jardin de la Infancia
 11/30/2024
 Nashia Bell
 Mike Johnston
 12/9/2024

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Bank Statement Balance	Stale Check Finder	Notes & Explanations
\$ 187,222.56	Clear	
\$ 363,779.53	Clear	

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Balance Sheet Amount	Balance from Reconciliation	Comment
185,622.56	185,622.56	Accounts Reconcile
363,779.53	363,779.53	Accounts Reconcile

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Reconcile Statement		Comment
Balance - 11/30/2024	Bank Statement Balance	
187,222.56	187,222.56	Accounts Reconcile
363,779.53	363,779.53	Accounts Reconcile

ExED
ExED : Clients : Jardin de la Infancia
Reconciliation Detail - 9122-1033 Cash & Cas... Bank - Chase - 3278

As of 11/30/2024

ID	Transaction Date	Document Number	Name	Memo	Balance
Reconciled					
Cleared Deposits and Other Credits					
	Journal	11/6/2024	JE12324996229	11/06/24 - LACOE DEPOSIT	18,192.00
	Journal	11/12/2024	JE12324996230	11/12/24 - LACOE DEPOSIT	2,640.00
	Journal	11/14/2024	JE12324996507	11/14/24 - LACOE DEPOSIT	1,379.79
	Journal	11/14/2024	JE123249968409	11/14/24 - DEPOSIT	18,213.67
	Journal	11/22/2024	JE123249968644	09/13/24 - 403B	800.00
Total - Cleared Deposits and Other Credits					41,225.46
Cleared Checks and Payments					
	Bill Paymer	9/24/2024	10151	AMER001-1033 AMERICAN FUNDS	(800.00)
	Bill Paymer	10/17/2024	10152	AMER001-1033 AMERICAN FUNDS	(1,600.00)
	Bill Paymer	11/1/2024	10153	AMER001-1033 AMERICAN FUNDS	(800.00)
	Check	11/13/2024	ED - 11/04/2024.13M	V0020283 AMTRUST FINANCIAL SERVICES, INC.	(3,230.00)
	Journal	11/15/2024	JE12324996513	TO PROCESS 11/15/24 PAYROLL	(8,946.92)
	Bill Paymer	11/15/2024	A020173	COMP001-1033 COMPREHENSIVE THERAPY ASSOCIATES INC	(969.25)
	Bill Paymer	11/15/2024	A020174	LASF009-1033 LAS FAMILIAS DEL PUEBLO	(51,148.80)
	Bill Paymer	11/15/2024	A020175	CHAV013-1033 ZUZY CHAVEZ	(604.61)
	Check	11/18/2024	ED - 11/18/2024M	V0026906 SELF HELP GRAPHICS & ART, INC.	(1,686.00)
	Journal	11/30/2024	JE123249969272	TO PROCESS 11/30/24 PAYROLL	(8,872.95)
Total - Cleared Checks and Payments					(78,658.53)
Total - Reconciled					(37,433.07)
Last Reconciled Statement Balance - 10/31/2024					224,655.63
Current Reconciled Balance					187,222.56
Reconcile Statement Balance - 11/30/2024					187,222.56
Difference					0.00
Unreconciled					
Uncleared					
Checks and Payments					
	Bill Paymer	11/22/2024	10154	AMER001-1033 AMERICAN FUNDS	(1,600.00)
Total - Checks and Payments					(1,600.00)
Total - Uncleared					(1,600.00)
Total - Unreconciled					(1,600.00)
Total as of 11/30/2024					185,622.56



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218 - 2051

November 01, 2024 through November 29, 2024

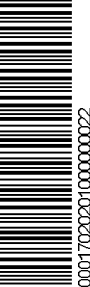
Account Number:

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
 Service Center: **1-877-425-8100**
 Para Espanol: 1-888-622-4273
 International Calls: 1-713-262-1679
 We accept operator relay calls

00001702 DRI 703 212 33924 NNNNNNNNNNNN 1 000000000 D2 0000

JARDIN DE LA INFANCIA
 1400 S BROADWAY
 LOS ANGELES CA 90015-3029



CHECKING SUMMARY

Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$224,655.63
Deposits and Additions	4	40,425.46
Checks Paid	2	-2,400.00
Electronic Withdrawals	7	-75,458.53
Ending Balance	13	\$187,222.56

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
11/06	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241104 CO Entry Descr:Payments Sec:CCD Trace#:031100203790790 Eed:241106 Ind ID:202411040368941 Ind Name:Jardin Dela Inf Trn: 3113790790Tc	\$18,192.00
11/12	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241107 CO Entry Descr:Payments Sec:CCD Trace#:031100209359922 Eed:241112 Ind ID:202411070371037 Ind Name:Jardin Dela Inf Trn: 3179359922Tc	2,640.00
11/14	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241112 CO Entry Descr:Payments Sec:CCD Trace#:031100203107570 Eed:241114 Ind ID:202411120372440 Ind Name:Jardin Dela Inf Trn: 3193107570Tc	1,379.79
11/15	Deposit 1251509834	18,213.67
Total Deposits and Additions		\$40,425.46

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
10152 ^		11/12	\$1,600.00
10153 ^		11/22	800.00
Total Checks Paid			\$2,400.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.



ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/06	Orig CO Name:Amtrust NA Orig ID:9578755001 Desc Date:Nov 05 CO Entry Descr:Payment Sec:CCD Trace#:021000023821009 Eed:241106 Ind ID:39018935 Ind Name:Jardin De LA Infancia Trn: 3113821009Tc	\$3,230.00
11/13	11/13 Book Transfer Debit A/C: Paycom Client Trust As Agent Oklahoma City OK 73142- US Ref: 0Z272 Jardin De LA Infancia Trn: 8184000318Jo	8,946.92
11/18	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071759337950 Eed:241118 Ind ID:A020174 Ind Name:Nvoicepay 67430320010 Trn: 3239337950Tc	51,148.80
11/18	Orig CO Name:Self Help Graphi Orig ID:9215986202 Desc Date:241116 CO Entry Descr:Sale Sec:CCD Trace#:021000020596439 Eed:241118 Ind ID: Ind Name:Jardin De LA Infancia Trn: 3230596439Tc	1,686.00
11/18	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071759337949 Eed:241118 Ind ID:A020173 Ind Name:Nvoicepay 67430320010 Trn: 3239337949Tc	969.25
11/18	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071759337951 Eed:241118 Ind ID:A020175 Ind Name:Nvoicepay 67430320010 Trn: 3239337951Tc	604.61
11/26	11/26 Book Transfer Debit A/C: Paycom Client Trust As Agent Oklahoma City OK 73142- US Ref: 0Z272 Jardin De LA Infancia Trn: 9471700331Jo	8,872.95
Total Electronic Withdrawals		\$75,458.53

The monthly service fee of \$30.00 was waived this period because you maintained a relationship balance (combined business deposits) of \$35,000.00 or more.

DAILY ENDING BALANCE

DATE	AMOUNT
11/06	\$239,617.63
11/12	240,657.63
11/13	231,710.71
11/14	233,090.50
11/15	251,304.17
11/18	196,895.51
11/22	196,095.51
11/26	187,222.56

SERVICE CHARGE SUMMARY

Maintenance Fee	\$0.00	Waived by checking and relationship balances
Excess Product Fees	\$0.00	
Other Service Charges	\$25.00	
Total Service Charges	\$25.00	Will be assessed on 12/4/24

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	9
Deposits / Credits	4
Deposited Items	1
Total Transactions	14

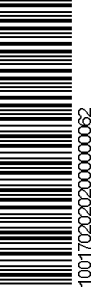


November 01, 2024 through November 29, 2024

Account Number: [REDACTED]

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Your Product Includes:					
ACCOUNT 000000780853278					
Waived Monthly Service Fee	0			\$30.00	\$0.00
Transactions	14	0	14	\$0.00	\$0.00
Subtotal					\$0.00
Other Fees					
Electronic Credits	3	999,999,999	0	\$0.40	\$0.00
Non-Electronic Transactions	11	250	0	\$0.40	\$0.00
Stop Payment - Online	1	0	1	\$25.00	\$25.00
Total Service Charge (Will be assessed on 12/4/24)					\$25.00
ACCOUNT 000000780853278					
Electronic Credits	3				
Non-Electronic Transactions	11				
Stop Payment - Online	1				



Reminder: Fees associated with ACH Payments, Real Time Payments, Same Day ACH, ACH Collections and Chase QuickDepositSM are based on previous month activity.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

For business accounts, see your deposit account agreement or other applicable agreements that govern your account for details.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS: Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC

ExED
ExED : Clients : Jardin de la Infancia
Reconciliation Detail - 9123-1033 Cash & Cas...ank - Schwab - 3068

As of 11/30/2024

ID	Transaction Date	Document Number	Name	Memo	Balance
Reconciled					
Cleared Deposits and Other Credits					
	Journal	11/15/2024 JE123249969079		11/15/24 - INTEREST REVENUE	1,470.13
Total - Cleared Deposits and Other Credits					1,470.13
Total - Reconciled					1,470.13
Last Reconciled Statement Balance - 10/31/2024					362,309.40
Current Reconciled Balance					363,779.53
Reconcile Statement Balance - 11/30/2024					363,779.53
Difference					0.00
Unreconciled					0.00
Total as of 11/30/2024					363,779.53



Schwab One® Account of

JARDIN DE LA INFANCIA

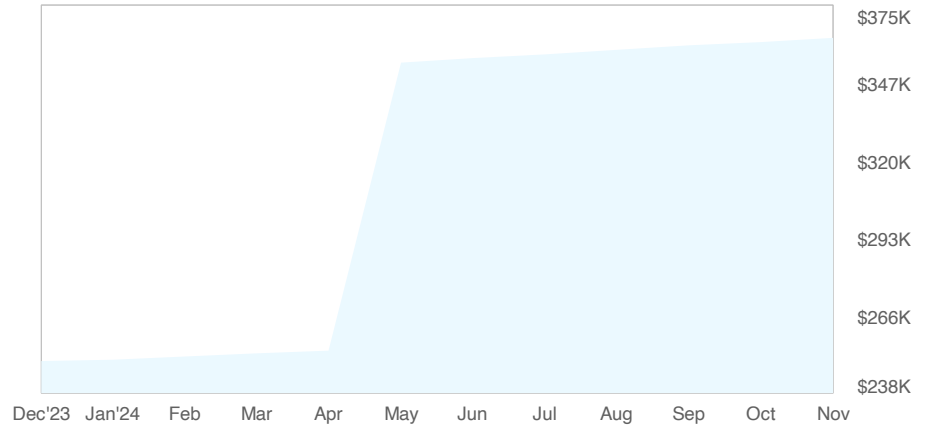
Account Number
XXXXXXXXXX

Statement Period
November 1-30, 2024

Account Summary

Ending Account Value as of 11/30
\$363,779.53

Beginning Account Value as of 11/01
\$362,309.40



Manage Your Account

Customer Service and Trading:

Call your Schwab Representative
1-800-435-4000
24/7 Customer Service

For the most current records on your account visit schwab.com/login. Statements are archived up to 10 years online.

Commitment to Transparency

Client Relationship Summaries and Best Interest disclosures are at schwab.com/transparency. Charles Schwab & Co., Inc. Member SIPC.

Online Assistance

Visit us online at schwab.com

Visit schwab.com/stmt to explore the features and benefits of this statement.

JARDIN DE LA INFANCIA
225 S OLIVE ST APT 605
LOS ANGELES CA 90012-4995

	This Statement	YTD
Beginning Value	\$362,309.40	\$250,245.63
Deposits	0.00	100,000.00
Withdrawals	0.00	0.00
Dividends and Interest	1,470.13	13,533.90
Transfer of Securities	0.00	0.00
Market Appreciation/(Depreciation)	0.00	0.00
Expenses	0.00	0.00
Ending Value	\$363,779.53	\$363,779.53

Account Ending Value reflects the market value of your cash and investments. It does not include pending transactions, unpriced securities or assets held outside Schwab's custody.



Schwab One® Account of

JARDIN DE LA INFANCIA

Asset Allocation

Investment Objective: Growth	This Period	Current Allocation
Cash and Cash Investments	363,779.53	100%
Total	\$363,779.53	100%

Top Account Holdings This Period

SYMBOL CUSIP	Description	Market Value	% of Accounts
SNVXX	SCHWAB GOVERNMENT MONEY	363,749.92	100%
	CHARLES SCHWAB BANK	29.61	<1%

Gain or (Loss) Summary

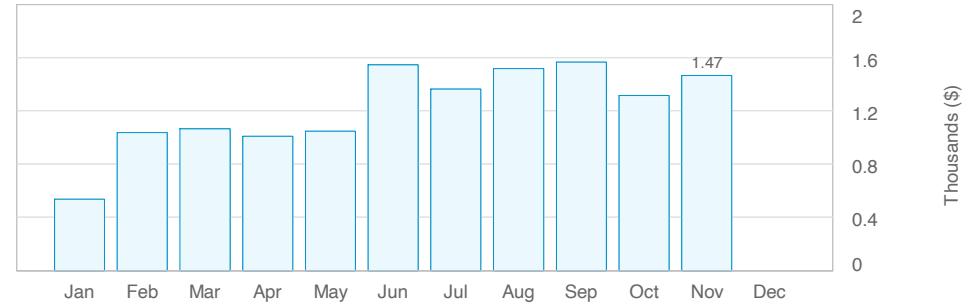
	Short-Term (ST)			Long-Term (LT)		
	Gain	(Loss)	Net	Gain	(Loss)	Net
This Period	0.00	0.00	0.00	0.00	0.00	0.00
YTD	0.00	0.00	0.00	0.00	0.00	0.00
Unrealized						\$0.00

Values may not reflect all of your gains/losses and may be rounded up to the nearest dollar; Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis may be incomplete or unavailable for some of your holdings and may change or be adjusted in certain cases. Please login to your account at Schwab.com for real-time gain/loss information. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional information refer to Terms and Conditions.

Statement Period

November 1-30, 2024

Income Summary



Federal Tax Status	This Period		YTD	
	Tax-Exempt	Taxable	Tax-Exempt	Taxable
Bank Sweep Interest	0.00	0.00	0.00	29.61
Cash Dividends	0.00	1,470.13	0.00	13,504.29
Total Income	\$0.00	\$1,470.13	\$0.00	\$13,533.90



Positions - Summary

Beginning Value as of 11/01	+	Transfer of Securities(In/Out)	+	Dividends Reinvested	+	Cash Activity	+	Change in Market Value	=	Ending Value as of 11/30	Cost Basis	Unrealized Gain/(Loss)
\$362,309.40		\$0.00		(\$1,470.13)		\$1,470.13		\$1,470.13		\$363,779.53	\$0.00	\$0.00

Values may not reflect all of your gains/losses; Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis may be incomplete or unavailable for some of your holdings and may change or be adjusted in certain cases. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional information refer to Terms and Conditions.

Cash and Cash Investments

Type	Symbol	Description	Quantity	Price(\$)	Beginning Balance(\$)	Ending Balance(\$)	Change in Period Balance(\$)	Pending/Unsettled Cash(\$)	Interest/Yield Rate	% of Acct
Bank Sweep		CHARLES SCHWAB BANK ^{X,Z}			29.61	29.61	0.00		0.10%	<1%
Money Fund (Non-Sweep)	SNVXX	SCHWAB GOVERNMENT MONEY ^Q	363,749.9200	1.0000	362,279.79	363,749.92	1,470.13			100%
Total Cash and Cash Investments					\$362,309.40	\$363,779.53	\$1,470.13			100%

Transactions - Summary

Beginning Cash* as of 11/01	+	Deposits	+	Withdrawals	+	Purchases	+	Sales/Redemptions	+	Dividends/Interest	+	Expenses	=	Ending Cash* as of 11/30
\$29.61		\$0.00		\$0.00		(\$1,470.13)		\$0.00		\$1,470.13		\$0.00		\$29.61

Other Activity **\$0.00**

Other activity includes transactions which don't affect the cash balance such as stock transfers, splits, etc.

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Transaction Details

Date	Category	Action	Symbol/CUSIP	Description	Quantity	Price/Rate per Share(\$)	Charges/Interest(\$)	Amount(\$)	Realized Gain/(Loss)(\$)
11/15	Purchase	Reinvested Shares	SNVXX	SCHWAB GOVERNMENT MONEY INV	1,470.1300	1.0000		(1,470.13)	
	Dividend	Div For Reinvest	SNVXX	SCHWAB GOVERNMENT MONEY				1,470.13	
Total Transactions								\$0.00	\$0.00



Transaction Details (continued)

Date column represents the Settlement/Process date for each transaction.

Bank Sweep Activity

Date	Description	Amount	Date	Description	Amount	Date	Description	Amount
11/01	Beginning Balance ^{x,z}	\$29.61	11/30	Ending Balance ^{x,z}	\$29.61	11/29	Interest Rate ^{* z}	0.10%

* Your interest period was 10/16/24 - 11/15/24. ^z

Endnotes For Your Account

- ◇ Dividends paid on this security will be automatically reinvested.
- X Bank Sweep deposits are held at FDIC-insured Program Banks, which are listed in the Cash Features Disclosure Statement.

- Z For the Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its Program Banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS: This Account statement is furnished solely by Charles Schwab & Co., Inc. ("Schwab") for your Account at Schwab ("Account"). Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings at Schwab (including balances held at a Depository Institution) you should verify its content with this statement.

Accrued Income: Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your Account, but the interest and/or dividends have not been received into your Account. Schwab makes no representation that the amounts shown (or any other amount) will be received. Accrued amounts are not covered by SIPC account protection until actually received and held in the Account.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest.

Bank Sweep and Bank Sweep for Benefit Plans Features: Schwab acts as your agent and custodian in establishing and maintaining your Deposit Account(s) as a feature of your brokerage Account(s). Deposit accounts held through these bank sweep features constitute direct obligations of one or more FDIC insured banks ("Program Banks") that are not obligations of Schwab. Funds swept to Program Banks are eligible for deposit insurance from the FDIC up to the applicable limits for each bank for funds held in the same insurable capacity. The balance in the Deposit Accounts can be withdrawn on your order and the proceeds returned to your brokerage Account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the bank sweep feature(s) in your Account(s), please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the

buying agent. Further information on these transactions will be furnished upon written request.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information has been provided on this statement at the request of your Advisor, if applicable. This information is not a solicitation or a recommendation to buy or sell. **Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.**

Interest: For the Schwab One Interest, Bank Sweep, and Bank Sweep for Benefit Plans features, interest is paid for a period that may differ from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its Program Banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the Bank Sweep and Bank Sweep for Benefit Plans features, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage Account is less than \$.005, you will not accrue any interest on that day. For balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than \$.005.

Margin Account Customers: This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection. Securities purchased on margin are Schwab's collateral for the loan to you. It is important that you fully understand the risks involved in trading securities on margin. These risks include: 1) You can lose more funds than you deposit in the margin account; 2) Schwab can force the sale of securities or other assets in any of your account(s) to maintain the required account equity without contacting you; 3) You are not entitled to choose which assets are liquidated nor are you entitled to an extension of time on a margin call; 4)

Section II

[Jardin – 12.2024 Financials](#)

[Jardin FCMAT LCFF Calculator 01.27.2025](#)

Bank Reconciliation Approval Report

Account Holder
 Bank Reconciliation Date
 Prepared By
 Reviewed By
 Approval Date

Jardin de la Infancia
 10/31/2024
 Nashia Bell
 Marcella Gunadi
 11/05/2024

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Bank Statement Balance	Stale Check Finder	Notes & Explanations
\$ 224,655.63	Clear	
\$ 362,309.40	Clear	

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Balance Sheet Amount	Balance from Reconciliation	Comment
222,255.63	222,255.63	Accounts Reconcile
362,309.40	362,309.40	Accounts Reconcile

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Reconcile Statement		
Balance - 10/31/2024	Bank Statement Balance	Comment
224,655.63	224,655.63	Accounts Reconcile
362,309.40	362,309.40	Accounts Reconcile

ExED
ExED (Consolidated)
ExED Quick Balance Sheet
End of Oct 2024

Financial Row	Total Amount
ASSETS	
9121-1033 - Cash in Bank - Wells Fargo 4071	\$0.00
9122-1033 - Cash in Bank - Chase - 3278	\$222,255.63
9123-1033 - Cash in Bank - Schwab - 3068	\$362,309.40
9291 - Due from Grantor Governments	\$24,976.62
9332 - Prepaid Expenses	\$7,472.80
9351 - Due From Others - General	\$0.00
9420 - Improvement of Sites	\$145,000.00
9425 - Accumulated Depreciation - Sites	(\$16,111.20)
9430 - Buildings	\$0.00
9435 - Accumulated Depreciation - Buildings	\$0.00
9440 - Computers/Equipment	\$8,222.22
9445 - Accumulated Depreciation - Computers/Equipment	(\$6,800.80)
9446 - Furniture	\$11,398.71
9447 - Accumulated Depreciation - Furniture	(\$5,753.53)
9450 - Work in Progress	\$0.00
9461 - ROU Facilities	\$413,952.07
9466 - ROU Accumulated Amortization Facilities	(\$11,047.32)
Total ASSETS	\$1,155,874.60
Liabilities & Equity	
Liabilities	
9501 - Accounts Payable Posting	\$0.00
9511 - Due to/from Accounts Payable	\$0.00
9515 - Nvoicepay Refund Payable	\$0.00
9516 - Accrued Payable	\$87.00
9531 - SUI - State Unemployment Insurance	(\$34.63)
9543 - Other Retirement Benefits	\$800.00
9545 - Salaries Payable	\$0.00
9591 - Due to Grantor Governments	\$0.00
9625 - Current Leases Payable	\$22,590.31
9629 - Lease Payable Clearing	\$17,049.60
9644 - Current Loans	\$0.00
9651 - Deferred Revenue	\$447,595.19
9672 - Long Term Loans	\$0.00
9691 - Lease Liability	\$380,314.44
Total Liabilities	\$868,401.91
Equity	
Retained Earnings	\$330,484.10
Retained Earnings (Account Section)	
9791 - Beginning Fund Balance	\$328,614.29
Total - Retained Earnings (Account Section)	\$328,614.29
Net Income (Balance Forward to Beginning of Year)	\$1,869.81
Total Retained Earnings	\$330,484.10
Equity	
Net Income	(\$43,011.41)
Cumulative Translation Adjustment	\$0.00
Total Equity	\$287,472.69
Total Liabilities & Equity	\$1,155,874.60

ExED
ExED : Clients : Jardin de la Infancia
Reconciliation Detail - 9122-1033 Cash & Cas... Bank - Chase - 3278

As of 10/31/2024

ID	Transaction Date	Document Number	Name	Memo	Balance
Reconciled					
Cleared Deposits and Other Credits					
	Journal	10/2/2024	JE12324994216	10/02/24- LAUSD DEPOSIT	5,226.00
	Journal	10/4/2024	JE12324993857	10/04/24 - LACOE DEPOSIT	30,504.37
	Journal	10/9/2024	JE12324995419	10/09/24 - LACOE DEPOSIT	1,379.79
	Journal	10/16/2024	JE12324994997	10/16/24 - DEPOSIT	5,000.00
	Journal	10/23/2024	JE12324994907	10/23/24 - LACOE DEPOSIT	558.00
	Journal	10/30/2024	JE12324995421	10/30/24 - LACOE DEPOSIT	7,500.00
	Journal	10/31/2024	JE12324995424	10/31/24- LAUSD DEPOSIT	5,226.00
Total - Cleared Deposits and Other Credits					55,394.16
Cleared Checks and Payments					
	Bill Payme	9/16/2024	10150	AMER001-1033 AMERICAN FUNDS	08/30/24 - 403B
	Journal	10/15/2024	JE12324994394		TO PROCESS 10/15/24 PAYROLL
	Check	10/16/2024	ED - 10/16/2024M	GREAO01-1033 GREAT AMERICAN INSURANCE CO.	10/16/2024 - GENERAL INSURANCE PAYMENT
	Bill Payme	10/25/2024	P061826	ECCEBT001-1033 EPISCOPAL CHURCH CLERGY & EMPLOYEES	10/24 - HEALTH INSURANCE
	Bill Payme	10/25/2024	A019828	CHAV013-1033 ZUZY CHAVEZ	STUDENT MATERIALS
	Bill Payme	10/25/2024	A019827	EXED007-1033 EXED	09/24 - MANAGEMENT CONTRACT FEE
	Check	10/29/2024	ED - 10/29/2024.17M	EDD0006-1033 EMPLOYMENT DEVELOPMENT DEPT.	Q3 - 2024 SUI PAYMENT
	Journal	10/31/2024	JE12324995404		TO PROCESS 10/31/24 PAYROLL
Total - Cleared Checks and Payments					(35,310.13)
Total - Reconciled					20,084.03
Last Reconciled Statement Balance - 09/30/2024					204,571.60
Current Reconciled Balance					224,655.63
Reconcile Statement Balance - 10/31/2024					224,655.63
Difference					0.00
Unreconciled					
Uncleared					
Checks and Payments					
	Bill Payme	9/24/2024	10151	AMER001-1033 AMERICAN FUNDS	09/13/24 - 403B
	Bill Payme	10/17/2024	10152	AMER001-1033 AMERICAN FUNDS	09/30/24 - 403B
Total - Checks and Payments					(1,600.00)
Total - Uncleared					(2,400.00)
Total - Unreconciled					(2,400.00)
Total as of 10/31/2024					222,255.63

ExED
ExED : Clients : Jardin de la Infancia
Reconciliation Detail - 9123-1033 Cash & Cas...ank - Schwab - 3068

As of 10/31/2024

ID	Transaction Date	Document Number	Name	Memo	Balance
Reconciled					
Cleared Deposits and Other Credits					
	Journal	10/31/2024	JE12324995732	10/31/24 - INTEREST REVENUE	1,321.70
Total - Cleared Deposits and Other Credits					1,321.70
Total - Reconciled					1,321.70
Last Reconciled Statement Balance - 09/30/2024					360,987.70
Current Reconciled Balance					362,309.40
Reconcile Statement Balance - 10/31/2024					362,309.40
Difference					0.00
Unreconciled					0.00
Total as of 10/31/2024					362,309.40



JPMorgan Chase Bank, N.A.
 P O Box 182051
 Columbus, OH 43218 - 2051

October 01, 2024 through October 31, 2024

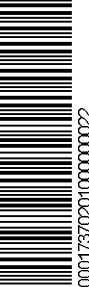
Account Number:

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
 Service Center: **1-877-425-8100**
 Para Espanol: 1-888-622-4273
 International Calls: 1-713-262-1679
 We accept operator relay calls

00001737 DRI 703 212 31024 NNNNNNNNNNNN 1 000000000 D2 0000

JARDIN DE LA INFANCIA
 1400 S BROADWAY
 LOS ANGELES CA 90015-3029



00017370201000000002

CHECKING SUMMARY

Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$204,571.60
Deposits and Additions	7	55,394.16
Checks Paid	1	-800.00
Electronic Withdrawals	7	-34,510.13
Ending Balance	15	\$224,655.63

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
10/02	Orig CO Name:Lausd Orig ID:2956001908 Desc Date:240930 CO Entry Descr:Payments Sec:CCD Trace#:031100202268132 Eed:241002 Ind ID:202409300355885 Ind Name:Jardin De LA IN Trn: 2762268132Tc	\$5,226.00
10/04	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241002 CO Entry Descr:Payments Sec:CCD Trace#:031100207119680 Eed:241004 Ind ID:202410020356795 Ind Name:Jardin Dela Inf Trn: 2787119680Tc	30,504.37
10/09	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241007 CO Entry Descr:Payments Sec:CCD Trace#:031100205476302 Eed:241009 Ind ID:202410070358228 Ind Name:Jardin Dela Inf Trn: 2835476302Tc	1,379.79
10/16	Deposit 1251509833	5,000.00
10/23	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241021 CO Entry Descr:Payments Sec:CCD Trace#:031100203644284 Eed:241023 Ind ID:202410210363457 Ind Name:Jardin Dela Inf Trn: 2973644284Tc	558.00
10/30	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241028 CO Entry Descr:Payments Sec:CCD Trace#:031100208071221 Eed:241030 Ind ID:202410280366177 Ind Name:Jardin Dela Inf Trn: 3048071221Tc	7,500.00
10/31	Orig CO Name:Lausd Orig ID:2956001908 Desc Date:241029 CO Entry Descr:Payments Sec:CCD Trace#:031100207583528 Eed:241031 Ind ID:202410290367253 Ind Name:Jardin De LA IN Trn: 3057583528Tc	5,226.00
Total Deposits and Additions		\$55,394.16



October 01, 2024 through October 31, 2024

Account Number: ██████████

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
10150 ^		10/01	\$800.00
Total Checks Paid			\$800.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT	
10/10	10/10 Book Transfer Debit A/C: Paycom Client Trust As Agent Oklahoma City OK 73142- US Ref: 0Z272 Jardin De LA Infancia Trn: 9095900284Jo	\$8,872.93	
10/17	Orig CO Name:Great American G Orig ID:F800146791 Desc Date:241016 CO Entry Descr:Debitpmt Sec:PPD Trace#:042000016894448 Eed:241017 Ind ID: Ind Name:Greatamer Trn: 2916894448Tc	6,058.00	
10/28	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071752061033 Eed:241028 Ind ID:P061826 Ind Name:Nvoicepay 67430320010 Trn: 3022061033Tc	5,488.24	
10/28	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071752061031 Eed:241028 Ind ID:A019827 Ind Name:Nvoicepay 67430320010 Trn: 3022061031Tc	2,541.67	
10/28	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071752061032 Eed:241028 Ind ID:A019828 Ind Name:Nvoicepay 67430320010 Trn: 3022061032Tc	2,493.72	
10/29	Orig CO Name:Employment Devel Orig ID:2282533055 Desc Date:102824 CO Entry Descr:Edd Eftpmtsec:CCD Trace#:042000016654887 Eed:241029 Ind ID:547314528 Ind Name:Jardin De LA Infancia Payment Trn: 3036654887Tc	34.63	
10/29	10/29 Book Transfer Debit A/C: Paycom Client Trust As Agent Oklahoma City OK 73142- US Ref: 0Z272 Jardin De LA Infancia Trn: 8536300303Jo	9,020.94	
Total Electronic Withdrawals			\$34,510.13

The monthly service fee of \$30.00 was waived this period because you maintained a relationship balance (combined business deposits) of \$35,000.00 or more.

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
10/01	\$203,771.60	10/10	232,008.83	10/28	220,985.20
10/02	208,997.60	10/16	237,008.83	10/29	211,929.63
10/04	239,501.97	10/17	230,950.83	10/30	219,429.63
10/09	240,881.76	10/23	231,508.83	10/31	224,655.63

SERVICE CHARGE SUMMARY

Maintenance Fee	\$0.00	Waived by checking and relationship balances
Excess Product Fees	\$0.00	
Other Service Charges	\$0.00	
Total Service Charges	\$0.00	



October 01, 2024 through October 31, 2024

Account Number: [REDACTED]

SERVICE CHARGE SUMMARY *(continued)*

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	8
Deposits / Credits	7
Deposited Items	1
Total Transactions	16

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Your Product Includes:					
ACCOUNT [REDACTED]					
Waived Monthly Service Fee	0			\$30.00	\$0.00
Transactions	16	0	16	\$0.00	\$0.00
Subtotal					\$0.00
Other Fees					
Electronic Credits	6	999,999,999	0	\$0.40	\$0.00
Non-Electronic Transactions	10	250	0	\$0.40	\$0.00
Total Service Charge					\$0.00

ACCOUNT 000000780853278

Electronic Credits	6
Non-Electronic Transactions	10

Reminder: Fees associated with ACH Payments, Real Time Payments, Same Day ACH, ACH Collections and Chase QuickDepositSM are based on previous month activity.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

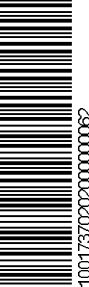
- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

For business accounts, see your deposit account agreement or other applicable agreements that govern your account for details.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS: Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC



1001737022000000062



Schwab One® Account of

JARDIN DE LA INFANCIA

Account Number



Statement Period

October 1-31, 2024

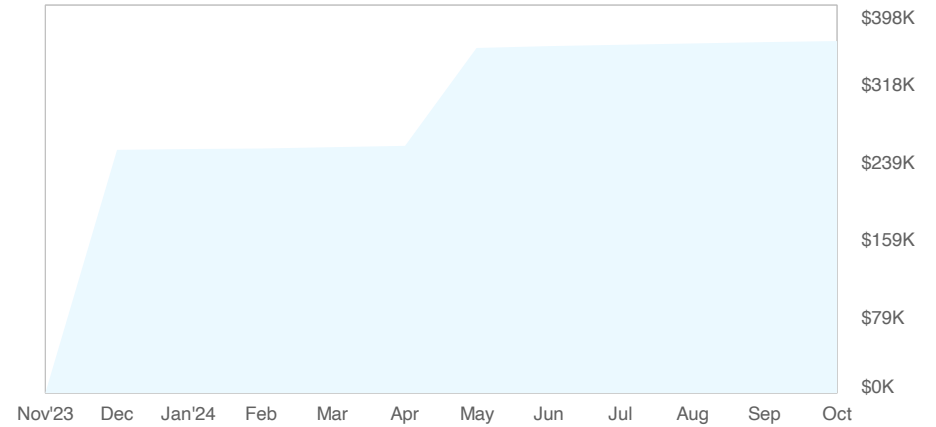
Account Summary

Ending Account Value as of 10/31

\$362,309.40

Beginning Account Value as of 10/01

\$360,987.70



Manage Your Account

Customer Service and Trading:

Call your Schwab Representative
1-800-435-4000
24/7 Customer Service

For the most current records on your account visit schwab.com/login. Statements are archived up to 10 years online.

Commitment to Transparency

Client Relationship Summaries and Best Interest disclosures are at schwab.com/transparency. Charles Schwab & Co., Inc. Member SIPC.

Online Assistance

Visit us online at schwab.com

Visit schwab.com/stmt to explore the features and benefits of this statement.

JARDIN DE LA INFANCIA
225 S OLIVE ST APT 605
LOS ANGELES CA 90012-4995

	This Statement	YTD
Beginning Value	\$360,987.70	\$250,245.63
Deposits	0.00	100,000.00
Withdrawals	0.00	0.00
Dividends and Interest	1,321.70	12,063.77
Transfer of Securities	0.00	0.00
Market Appreciation/(Depreciation)	0.00	0.00
Expenses	0.00	0.00
Ending Value	\$362,309.40	\$362,309.40

Account Ending Value reflects the market value of your cash and investments. It does not include pending transactions, unpriced securities or assets held outside Schwab's custody.



Asset Allocation

Investment Objective: Growth	This Period	Current Allocation
Cash and Cash Investments	362,309.40	100%
Total	\$362,309.40	100%

Top Account Holdings This Period

SYMBOL CUSIP	Description	Market Value	% of Accounts
SNVXX	SCHWAB GOVERNMENT MONEY	362,279.79	100%
	CHARLES SCHWAB BANK	29.61	<1%

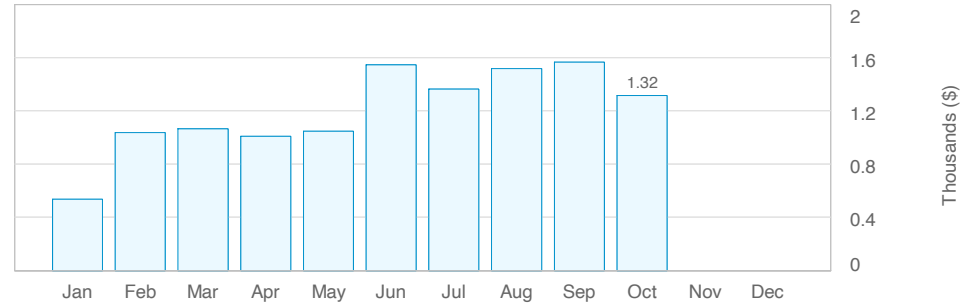
Gain or (Loss) Summary

	Short-Term (ST)			Long-Term (LT)		
	Gain	(Loss)	Net	Gain	(Loss)	Net
This Period	0.00	0.00	0.00	0.00	0.00	0.00
YTD	0.00	0.00	0.00	0.00	0.00	0.00
Unrealized						\$0.00

Values may not reflect all of your gains/losses and may be rounded up to the nearest dollar; Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis may be incomplete or unavailable for some of your holdings and may change or be adjusted in certain cases. Please login to your account at Schwab.com for real-time gain/loss information. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional information refer to Terms and Conditions.

Statement Period
October 1-31, 2024

Income Summary



Federal Tax Status	This Period		YTD	
	Tax-Exempt	Taxable	Tax-Exempt	Taxable
Bank Sweep Interest	0.00	0.01	0.00	29.61
Cash Dividends	0.00	1,321.69	0.00	12,034.16
Total Income	\$0.00	\$1,321.70	\$0.00	\$12,063.77



Positions - Summary

Beginning Value as of 10/01	+	Transfer of Securities(In/Out)	+	Dividends Reinvested	+	Cash Activity	+	Change in Market Value	=	Ending Value as of 10/31	Cost Basis	Unrealized Gain/(Loss)
\$360,987.70		\$0.00		(\$1,321.69)		\$1,321.70		\$1,321.69		\$362,309.40	\$0.00	\$0.00

Values may not reflect all of your gains/losses; Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis may be incomplete or unavailable for some of your holdings and may change or be adjusted in certain cases. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional information refer to Terms and Conditions.

Cash and Cash Investments

Type	Symbol	Description	Quantity	Price(\$)	Beginning Balance(\$)	Ending Balance(\$)	Change in Period Balance(\$)	Pending/Unsettled Cash(\$)	Interest/Yield Rate	% of Acct
Bank Sweep		CHARLES SCHWAB BANK ^{X,Z}			29.60	29.61	0.01		0.20%	<1%
Money Fund (Non-Sweep)	SNVXX	SCHWAB GOVERNMENT MONEY ^Q	362,279.7900	1.0000	360,958.10	362,279.79	1,321.69			100%
Total Cash and Cash Investments					\$360,987.70	\$362,309.40	\$1,321.70			100%

Transactions - Summary

Beginning Cash* as of 10/01	+	Deposits	+	Withdrawals	+	Purchases	+	Sales/Redemptions	+	Dividends/Interest	+	Expenses	=	Ending Cash* as of 10/31
\$29.60		\$0.00		\$0.00		(\$1,321.69)		\$0.00		\$1,321.70		\$0.00		\$29.61

Other Activity **\$0.00**

Other activity includes transactions which don't affect the cash balance such as stock transfers, splits, etc.

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Transaction Details

Date	Category	Action	Symbol/CUSIP	Description	Quantity	Price/Rate per Share(\$)	Charges/Interest(\$)	Amount(\$)	Realized Gain/(Loss)(\$)
10/15	Purchase	Reinvested Shares	SNVXX	SCHWAB GOVERNMENT MONEY INV	1,321.6900	1.0000		(1,321.69)	
	Dividend	Div For Reinvest	SNVXX	SCHWAB GOVERNMENT MONEY				1,321.69	



Transaction Details (continued)

Date	Category	Action	Symbol/ CUSIP	Description	Quantity	Price/Rate per Share(\$)	Charges/ Interest(\$)	Amount(\$)	Realized Gain/(Loss)(\$)
10/16	Interest	Bank Interest ^{X,Z}		BANK INT 091624-101524				0.01	
Total Transactions								\$0.01	\$0.00

Date column represents the Settlement/Process date for each transaction.

Bank Sweep Activity

Date	Description	Amount	Date	Description	Amount
10/01	Beginning Balance ^{X,Z}	\$29.60	10/31	Ending Balance ^{X,Z}	\$29.61
10/15	BANK INTEREST - CHARLES SCHWAB BANK ^{X,Z}	0.01	10/31	Interest Rate ^{* Z}	0.20%

* Your interest period was 09/16/24 - 10/15/24. ^Z

Endnotes For Your Account

- ◇ Dividends paid on this security will be automatically reinvested.
- X Bank Sweep deposits are held at FDIC-insured Program Banks, which are listed in the Cash Features Disclosure Statement.

Z For the Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its Program Banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS: This Account statement is furnished solely by Charles Schwab & Co., Inc. ("Schwab") for your Account at Schwab ("Account"). Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings at Schwab (including balances held at a Depository Institution) you should verify its content with this statement.

Accrued Income: Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your Account, but the interest and/or dividends have not been received into your Account. Schwab makes no representation that the amounts shown (or any other amount) will be received. Accrued amounts are not covered by SIPC account protection until actually received and held in the Account.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest.

Bank Sweep and Bank Sweep for Benefit Plans Features: Schwab acts as your agent and custodian in establishing and maintaining your Deposit Account(s) as a feature of your brokerage Account(s). Deposit accounts held through these bank sweep features constitute direct obligations of one or more FDIC insured banks ("Program Banks") that are not obligations of Schwab. Funds swept to Program Banks are eligible for deposit insurance from the FDIC up to the applicable limits for each bank for funds held in the same insurable capacity. The balance in the Deposit Accounts can be

withdrawn on your order and the proceeds returned to your brokerage Account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the bank sweep feature(s) in your Account(s), please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information has been provided on this statement at the request of your Advisor, if applicable. This information is not a solicitation or a recommendation to buy or sell. **Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.**

Interest: For the Schwab One Interest, Bank Sweep, and Bank Sweep for Benefit Plans features, interest is paid for a period that may differ from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its Program Banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest

Bank Reconciliation Approval Report

Account Holder
 Bank Reconciliation Date
 Prepared By
 Reviewed By
 Approval Date

Jardin de la Infancia
 12/31/2024
 Nashia Bell
 Mike Johnston
 1/9/2025

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Bank Statement Balance	Stale Check Finder	Notes & Explanations
\$ 210,652.36	Clear	
\$ 365,698.81	Clear	

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Balance Sheet Amount	Balance from Reconciliation	Comment
209,052.36	209,052.36	Accounts Reconcile
365,698.81	365,698.81	Accounts Reconcile

Bank Account
 9122-1033 - Cash in Bank - Chase - 3278
 9123-1033 - Cash In Bank - Schwab - 3068

Reconcile Statement		Bank Statement Balance	Comment
Balance - 12/31/2024			
	210,652.36	210,652.36	Accounts Reconcile
	365,698.81	365,698.81	Accounts Reconcile

ExED
ExED : Clients : Jardin de la Infancia
Reconciliation Detail - 9122-1033 Cash & Cas... Bank - Chase - 3278

As of 12/31/2024

ID	Transaction Date	Document Number	Name	Memo	Balance
Reconciled					
Cleared Deposits and Other Credits					
	Journal	12/3/2024	JE123249970351	12/03/24- LAUSD DEPOSIT	5,226.00
	Journal	12/5/2024	JE123249969609	12/0524 - LACOE DEPOSIT	21,582.00
	Journal	12/11/2024	JE123249970124	12/11/24 - LACOE DEPOSIT	1,722.79
	Journal	12/13/2024	JE123249970177	12/13/24 - DEPOSIT	12,270.62
	Journal	12/16/2024	JE123249970868	12/16/24 - DONATION DEPOSIT	10,000.00
	Journal	12/19/2024	JE123249970867	12/19/24 - LACOE DEPOSIT	71.50
	Journal	12/24/2024	JE123249970863	12/24/24- LAUSD DEPOSIT	5,226.00
Total - Cleared Deposits and Other Credits					56,098.91
Cleared Checks and Payments					
	Bill Paymer	11/22/2024	10154	AMER001-1033 AMERICAN FUNDS	09/13/24 - 403B (1,600.00)
	Bill Paymer	12/3/2024	A020470	COMP001-1033 COMPREHENSIVE THERAPY ASSOCIATES INC	10/24 - SPED SERVICES (858.50)
	Bill Paymer	12/3/2024	P063584	V0027033 AMAZON CAPITAL SERVICES, INC.	PAPER TOWELS, CLEANER, WIPES (202.74)
	Bill Paymer	12/3/2024	A020469	EXED007-1033 EXED	10/24 - MANAGEMENT CONTRACT FEE (2,541.67)
	Check	12/4/2024	ED - 12/04/2024.25M	V0010058 CHASE BANK	11/24 - SERVICE CHARGE (25.00)
	Journal	12/13/2024	JE123249969948		TO PROCESS 12/13/24 PAYROLL (8,593.88)
	Bill Paymer	12/20/2024	A020863	CHAV013-1033 ZUZY CHAVEZ	STAPLES, TPT, & AMAZON - STUDENT MATERIALS (611.20)
	Bill Paymer	12/20/2024	P064498	ECCEBT001-1033 EPISCOPAL CHURCH CLERGY & EMPLOYEES	12/24 - HEALTH INSURANCE (2,744.12)
	Bill Paymer	12/20/2024	P064499	V0027033 AMAZON CAPITAL SERVICES, INC.	PURELL FOODSERVICE SURFACE SANITIZING WIPES (173.97)
	Check	12/31/2024	ED - 12/31/2024.24M	GALLA001-1033 Arthur J. Gallagher & Co. Insurance Brokers of CA.,	12/1/24-12/1/25 - D&O INSURANCE (6,330.73)
	Journal	12/31/2024	JE123249970788		TO PROCESS 12/31/24 PAYROLL (8,987.30)
Total - Cleared Checks and Payments					(32,669.11)
Total - Reconciled					23,429.80
Last Reconciled Statement Balance - 11/30/2024					187,222.56
Current Reconciled Balance					210,652.36
Reconcile Statement Balance - 12/31/2024					210,652.36
Difference					0.00
Unreconciled					
Uncleared					
Checks and Payments					
	Bill Paymer	12/19/2024	10155	AMER001-1033 AMERICAN FUNDS	11/30/24 - 403B (1,600.00)
Total - Checks and Payments					(1,600.00)
Total - Uncleared					(1,600.00)
Total - Unreconciled					(1,600.00)
Total as of 12/31/2024					209,052.36



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

November 30, 2024 through December 31, 2024

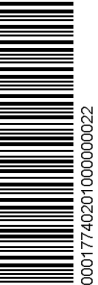
Account Number: ██████████

CUSTOMER SERVICE INFORMATION

Web site: **www.Chase.com**
Service Center: **1-877-425-8100**
Para Espanol: **1-888-622-4273**
International Calls: **1-713-262-1679**
We accept operator relay calls

00001774 DRI 703 212 00425 NNNNNNNNNNN 1 000000000 D2 0000

JARDIN DE LA INFANCIA
1400 S BROADWAY
LOS ANGELES CA 90015-3029



00017740201000000022

A reminder about incoming wire transfer fees

Due to a systems issue, we may not have charged you for all incoming wires in the past. On or after March 23, 2025, wire transfer fees will be charged for incoming wires in accordance with your Chase Deposit Account Agreement.

Please visit chase.com/business/disclosures and review the Additional Banking Services and Fees document for more details.

Please note, we don't charge incoming wire transfer fees for Chase Performance Business Checking®, Chase Performance Business Checking with Interest®, Chase Platinum Business CheckingSM, Chase Business Complete CheckingSM accounts when transfer is originally sent with the help of a Chase banker or using chase.com or Chase Mobile, Chase Business Complete CheckingSM accounts with Military Banking Benefits, IOLTA, IOTA, IOLA, IBRETA, IOREBTA, IRETA, COLTAF, CARHOF, UARHOFSM, Client Funds CheckingSM and Client Funds SavingsSM accounts.

If you have any questions, call the number on this statement.

CHECKING SUMMARY

Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$187,222.56
Deposits and Additions	7	56,098.91
Checks Paid	1	-1,600.00
Electronic Withdrawals	9	-31,044.11
Fees	1	-25.00
Ending Balance	18	\$210,652.36

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
12/03	Orig CO Name:Lausd Orig ID:2956001908 Desc Date:241126 CO Entry Descr:Payments Sec:CCD Trace#:031100208605332 Eed:241203 Ind ID:202411260378519 Ind Name:Jardin De LA IN Trn: 3388605332Tc	\$5,226.00
12/05	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241203 CO Entry Descr:Payments Sec:CCD Trace#:031100201218783 Eed:241205 Ind ID:202412030379464 Ind Name:Jardin Dela Inf Trn: 3401218783Tc	21,582.00
12/11	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241209 CO Entry Descr:Payments Sec:CCD Trace#:031100209790633 Eed:241211 Ind ID:202412090382414 Ind Name:Jardin Dela Inf Trn: 3469790633Tc	1,722.79
12/13	Deposit 1251509836	12,270.62



November 30, 2024 through December 31, 2024

Account Number: [REDACTED]

DEPOSITS AND ADDITIONS *(continued)*

DATE	DESCRIPTION	AMOUNT
12/16	Deposit 1251509839	10,000.00
12/19	Orig CO Name:Pass Through Bus Orig ID:2956000942 Desc Date:241217 CO Entry Descr:Payments Sec:CCD Trace#:031100202742811 Eed:241219 Ind ID:202412170385304 Ind Name:Jardin Dela Inf Tm: 3542742811Tc	71.50
12/24	Orig CO Name:Lausd Orig ID:2956001908 Desc Date:241220 CO Entry Descr:Payments Sec:CCD Trace#:031100209575992 Eed:241224 Ind ID:202412200387701 Ind Name:Jardin De LA IN Tm: 3599575992Tc	5,226.00
Total Deposits and Additions		\$56,098.91

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
10154 ^		12/11	\$1,600.00
Total Checks Paid			\$1,600.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/05	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071759816282 Eed:241205 Ind ID:A020469 Ind Name:Nvoicepay 67430320010 Tm: 3409816282Tc	\$2,541.67
12/05	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071759816283 Eed:241205 Ind ID:A020470 Ind Name:Nvoicepay 67430320010 Tm: 3409816283Tc	858.50
12/05	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071759816284 Eed:241205 Ind ID:P063584 Ind Name:Nvoicepay 67430320010 Tm: 3409816284Tc	202.74
12/11	12/11 Book Transfer Debit A/C: Paycom Client Trust As Agent Oklahoma City OK 73142- US Ref: 0Z272 Jardin De LA Infancia Tm: 6964300346Jo	8,593.88
12/20	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071752630744 Eed:241220 Ind ID:P064498 Ind Name:Nvoicepay 67430320010 Tm: 3552630744Tc	2,744.12
12/20	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071752630743 Eed:241220 Ind ID:A020863 Ind Name:Nvoicepay 67430320010 Tm: 3552630743Tc	611.20
12/20	Orig CO Name:Nvoicepay Orig ID:4270422086 Desc Date: CO Entry Descr:Vendor Pmtsec:CCD Trace#:242071752630745 Eed:241220 Ind ID:P064499 Ind Name:Nvoicepay 67430320010 Tm: 3552630745Tc	173.97
12/27	12/27 Book Transfer Debit A/C: Paycom Client Trust As Agent Oklahoma City OK 73142- US Ref: 0Z272 Jardin De LA Infancia Tm: 5902300362Jo	8,987.30
12/31	Orig CO Name:Ajgmw1514 Orig ID:3362102482 Desc Date:241230 CO Entry Descr:Billpay Sec:CCD Trace#:071000280214457 Eed:241231 Ind ID:B2436579739887 Ind Name:Jardin De LA Infancia Tm: 3660214457Tc	6,330.73
Total Electronic Withdrawals		\$31,044.11



November 30, 2024 through December 31, 2024

Account Number: [REDACTED]

FEES

DATE	DESCRIPTION	AMOUNT
12/04	Service Charges For The Month of November	\$25.00
Total Fees		\$25.00

The monthly service fee of \$30.00 was waived this period because you maintained a relationship balance (combined business deposits) of \$35,000.00 or more.

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
12/03	\$192,448.56	12/13	214,202.18	12/24	225,970.39
12/04	192,423.56	12/16	224,202.18	12/27	216,983.09
12/05	210,402.65	12/19	224,273.68	12/31	210,652.36
12/11	201,931.56	12/20	220,744.39		

SERVICE CHARGE SUMMARY

Maintenance Fee	\$0.00	Waived by checking and relationship balances
Excess Product Fees	\$0.00	
Other Service Charges	\$0.00	
Total Service Charges	\$0.00	

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	10
Deposits / Credits	7
Deposited Items	2
Total Transactions	19

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/ UNIT	TOTAL
Your Product Includes:					
ACCOUNT 000000780853278					
Waived Monthly Service Fee	0			\$30.00	\$0.00
Transactions	19	0	19	\$0.00	\$0.00
Subtotal					\$0.00
Other Fees					
Electronic Credits	5	999,999,999	0	\$0.40	\$0.00
Non-Electronic Transactions	14	250	0	\$0.40	\$0.00
Total Service Charge					\$0.00
ACCOUNT 000000780853278					
Electronic Credits	5				
Non-Electronic Transactions	14				

Reminder: Fees associated with ACH Payments, Real Time Payments, Same Day ACH, ACH Collections and Chase QuickDepositSM are based on previous month activity.



1001774020200000062

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

For business accounts, see your deposit account agreement or other applicable agreements that govern your account for details.

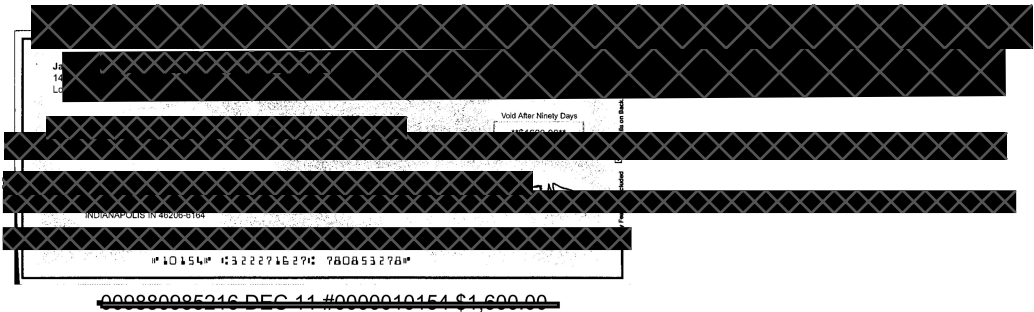
IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS: Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

JPMorgan Chase Bank, N.A. Member FDIC

IMAGES

ACCOUNT # [REDACTED]

See both front and back images of cleared checks at Chase.com. If you're not enrolled in this free service, please enroll now.



ExED
 ExED : Clients : Jardin de la Infancia
Reconciliation Detail - 9123-1033 Cash & Cas...ank - Schwab - 3068

As of 12/31/2024

ID	Transaction Date	Document Number	Name	Memo	Balance
Reconciled					
Cleared Deposits and Other Credits					
	Journal	12/31/2024 JE123249971063		12/31/24 - INTEREST REVENUE	1,919.28
Total - Cleared Deposits and Other Credits					1,919.28
Total - Reconciled					1,919.28
Last Reconciled Statement Balance - 11/30/2024					363,779.53
Current Reconciled Balance					365,698.81
Reconcile Statement Balance - 12/31/2024					365,698.81
Difference					(0.00)
Unreconciled					0.00
Total as of 12/31/2024					365,698.81



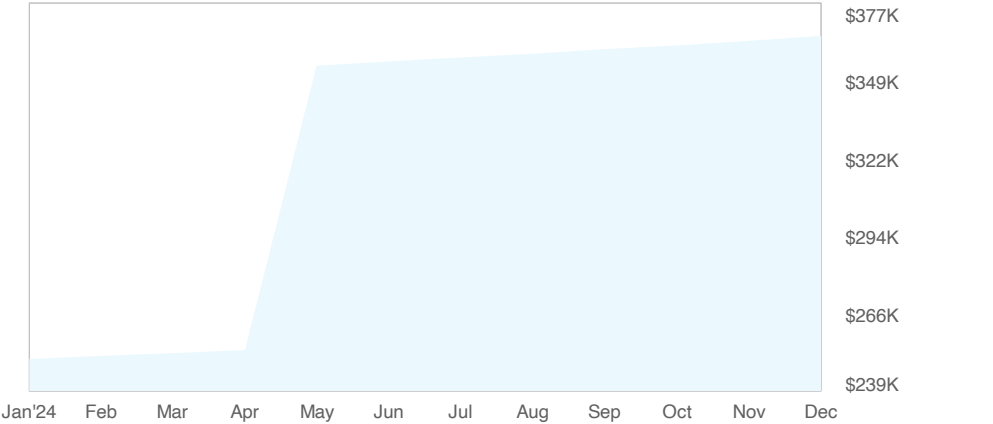
Schwab One® Account of

JARDIN DE LA INFANCIA

Account Number [REDACTED] Statement Period December 1-31, 2024

Account Summary

Table with 2 columns: Ending Account Value as of 12/31 (\$365,698.81) and Beginning Account Value as of 12/01 (\$363,779.53)



Manage Your Account

Customer Service and Trading:

Call your Schwab Representative 1-800-435-4000 24/7 Customer Service

For the most current records on your account visit schwab.com/login. Statements are archived up to 10 years online.

Commitment to Transparency

Client Relationship Summaries and Best Interest disclosures are at schwab.com/transparency. Charles Schwab & Co., Inc. Member SIPC.

Online Assistance

Visit us online at schwab.com

Visit schwab.com/stmt to explore the features and benefits of this statement.

JARDIN DE LA INFANCIA 225 S OLIVE ST APT 605 LOS ANGELES CA 90012-4995

Summary table with 3 columns: Description, This Statement, YTD. Rows include Beginning Value, Deposits, Withdrawals, Dividends and Interest, Transfer of Securities, Market Appreciation/(Depreciation), Expenses, and Ending Value.

Account Ending Value reflects the market value of your cash and investments. It does not include pending transactions, unpriced securities or assets held outside Schwab's custody.



Schwab One® Account of

JARDIN DE LA INFANCIA

Asset Allocation

Investment Objective: Growth	This Period	Current Allocation
Cash and Cash Investments	365,698.81	100%
Total	\$365,698.81	100%

Top Account Holdings This Period

SYMBOL CUSIP	Description	Market Value	% of Accounts
SNVXX	SCHWAB GOVERNMENT MONEY	365,669.20	100%
	CHARLES SCHWAB BANK	29.61	<1%

Gain or (Loss) Summary

	Short-Term (ST)			Long-Term (LT)		
	Gain	(Loss)	Net	Gain	(Loss)	Net
This Period	0.00	0.00	0.00	0.00	0.00	0.00
YTD	0.00	0.00	0.00	0.00	0.00	0.00
Unrealized						\$0.00

Values may not reflect all of your gains/losses and may be rounded up to the nearest dollar; Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis may be incomplete or unavailable for some of your holdings and may change or be adjusted in certain cases. Please login to your account at Schwab.com for real-time gain/loss information. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional information refer to Terms and Conditions.

A Message About Your Account

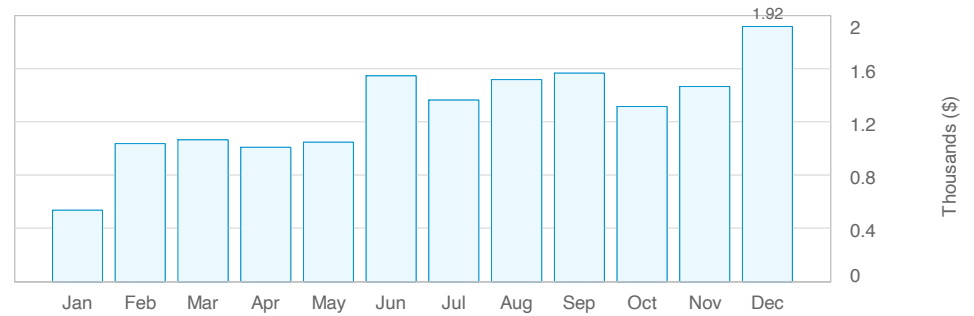
CALIFORNIA RESIDENTS

If your total payments of interest and interest dividends on federally tax-exempt non-California municipal bonds were \$10 or greater **and** you or your Partnership had a California address as of 12/31, Schwab will report this information to the California Franchise Tax Board each tax year, per state statute. (1223-3LZ0)

Statement Period

December 1-31, 2024

Income Summary



Federal Tax Status	This Period		YTD	
	Tax-Exempt	Taxable	Tax-Exempt	Taxable
Bank Sweep Interest	0.00	0.00	0.00	29.61
Cash Dividends	0.00	1,919.28	0.00	15,423.57
Total Income	\$0.00	\$1,919.28	\$0.00	\$15,453.18



Positions - Summary

Beginning Value as of 12/01	+	Transfer of Securities(In/Out)	+	Dividends Reinvested	+	Cash Activity	+	Change in Market Value	=	Ending Value as of 12/31	Cost Basis	Unrealized Gain/(Loss)
\$363,779.53		\$0.00		(\$1,919.28)		\$1,919.28		\$1,919.28		\$365,698.81	\$0.00	\$0.00

Values may not reflect all of your gains/losses; Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis may be incomplete or unavailable for some of your holdings and may change or be adjusted in certain cases. Statement information should not be used for tax preparation, instead refer to official tax documents. For additional information refer to Terms and Conditions.

Cash and Cash Investments

Type	Symbol	Description	Quantity	Price(\$)	Beginning Balance(\$)	Ending Balance(\$)	Change in Period Balance(\$)	Pending/Unsettled Cash(\$)	Interest/Yield Rate	% of Acct
Bank Sweep		CHARLES SCHWAB BANK ^{X,Z}			29.61	29.61	0.00		0.05%	<1%
Money Fund (Non-Sweep)	SNVXX	SCHWAB GOVERNMENT MONEY [◇]	365,669.2000	1.0000	363,749.92	365,669.20	1,919.28			100%
Total Cash and Cash Investments					\$363,779.53	\$365,698.81	\$1,919.28			100%

Transactions - Summary

Beginning Cash* as of 12/01	+	Deposits	+	Withdrawals	+	Purchases	+	Sales/Redemptions	+	Dividends/Interest	+	Expenses	=	Ending Cash* as of 12/31
\$29.61		\$0.00		\$0.00		(\$1,919.28)		\$0.00		\$1,919.28		\$0.00		\$29.61

Other Activity **\$0.00** Other activity includes transactions which don't affect the cash balance such as stock transfers, splits, etc.

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Transaction Details

Date	Category	Action	Symbol/CUSIP	Description	Quantity	Price/Rate per Share(\$)	Charges/Interest(\$)	Amount(\$)	Realized Gain/(Loss)(\$)
12/31	Purchase	Reinvested Shares	SNVXX	SCHWAB GOVERNMENT MONEY INV	1,919.0400	1.0000		(1,919.04)	
	Purchase	Reinvested Shares	SNVXX	SCHWAB GOVERNMENT MONEY INV	0.2400	1.0000		(0.24)	
	Dividend	Div For Reinvest	SNVXX	SCHWAB GOVERNMENT MONEY				1,919.04	



Transaction Details (continued)

Date	Category	Action	Symbol/ CUSIP	Description	Quantity	Price/Rate per Share(\$)	Charges/ Interest(\$)	Amount(\$)	Realized Gain/(Loss)(\$)
12/31	Dividend	Sttm Cap Gn Rein	SNVXX	Schwab Government Money				0.24	
Total Transactions								\$0.00	\$0.00

Date column represents the Settlement/Process date for each transaction.

Bank Sweep Activity

Date	Description	Amount	Date	Description	Amount	Date	Description	Amount
12/01	Beginning Balance ^{x,z}	\$29.61	12/31	Ending Balance ^{x,z}	\$29.61	12/31	Interest Rate ^{* z}	0.05%

* Your interest period was 11/16/24 - 12/15/24. ^z

Endnotes For Your Account

- ◇ Dividends paid on this security will be automatically reinvested.
- X Bank Sweep deposits are held at FDIC-insured Program Banks, which are listed in the Cash Features Disclosure Statement.
- Z For the Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its Program Banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS: This Account statement is furnished solely by Charles Schwab & Co., Inc. ("Schwab") for your Account at Schwab ("Account"). Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings at Schwab (including balances held at a Depository Institution) you should verify its content with this statement.

Accrued Income: Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your Account, but the interest and/or dividends have not been received into your Account. Schwab makes no representation that the amounts shown (or any other amount) will be received. Accrued amounts are not covered by SIPC account protection until actually received and held in the Account. **AIP (Automatic Investment Plan) Customers:** Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. **Bank Sweep and Bank Sweep for Benefit Plans Features:** Schwab acts as your agent and custodian in establishing and maintaining your Deposit Account(s) as a feature of your brokerage Account(s). Deposit accounts held through these bank sweep features constitute direct obligations of one or more FDIC insured banks ("Program Banks") that are not obligations of Schwab. Funds swept to Program Banks are eligible for deposit insurance from the FDIC up to the applicable limits for each bank for funds held in the same insurable capacity. The balance in the Deposit Accounts can be withdrawn on your order and the proceeds returned to your brokerage Account or remitted to you as provided

in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the bank sweep feature(s) in your Account(s), please refer to the Cash Features Disclosure Statement available online or from a Schwab representative. **Cash:** Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business. **Dividend Reinvestment Customers:** Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request. **Gain (or Loss):** Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information has been provided on this statement at the request of your Advisor, if applicable. This information is not a solicitation or a recommendation to buy or sell. **Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.** **Interest:** For the Schwab One Interest, Bank Sweep, and Bank Sweep for Benefit Plans features, interest is paid for a period that may differ from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its Program Banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the



Terms and Conditions (continued)

current month. For the Bank Sweep and Bank Sweep for Benefit Plans features, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage Account is less than \$.005, you will not accrue any interest on that day. For balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than \$.005. **Margin Account Customers:** This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection. Securities purchased on margin are Schwab's collateral for the loan to you. It is important that you fully understand the risks involved in trading securities on margin. These risks include: 1) You can lose more funds than you deposit in the margin account; 2) Schwab can force the sale of securities or other assets in any of your account(s) to maintain the required account equity without contacting you; 3) You are not entitled to choose which assets are liquidated nor are you entitled to an extension of time on a margin call; 4) Schwab can increase its "house" maintenance margin requirements at any time without advance written notice to you. **Market Price:** The most recent price evaluation available to Schwab on the last business day of the report period, normally the last trade price or bid as of market close. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Assets Not Held at Schwab are not held in your Account or covered by the Account's SIPC account protection and are not otherwise in Schwab's custody and are being provided as a courtesy to you. Information on Assets Not Held at Schwab, including but not limited to valuations, is reported solely based on information you provide to Schwab. Schwab can neither validate nor certify the existence of Assets Not Held at Schwab or the accuracy, completeness or timeliness of the information about Assets Not Held at Schwab, whether provided by you or otherwise. Descriptions of Assets Not Held at Schwab may be abbreviated or truncated. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. Certain Limited Partnerships (direct participation programs) and unlisted Real Estate Investment Trust (REIT) securities, for which you may see a value on your monthly Account statement that reflects the issuer's appraised estimated value, are not listed on a national securities exchange, and are generally illiquid. Even if you are able to sell such securities, the price received may be less than the per share appraised estimated value provided in the account statement. **Market Value:** The Market Value is computed by multiplying the Market Price by the Quantity of Shares. This is the dollar value of your present holdings in your specified Schwab Account or a summary of the Market Value summed over multiple accounts. **Non-Publicly Traded Securities:** All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party as provided by Schwab's Account Agreement. Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests. **Schwab Sweep Money Funds:** Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives

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**BYLAWS
OF
JARDÍN DE LA INFANCIA**
a California Nonprofit Public Benefit Corporation

**ARTICLE I
NAME**

Section 1. Name. The name of this corporation shall be Jardín de la Infancia.

**ARTICLE II
OFFICES**

Section 1. Principal Office. The principal office for the transaction of the business of the Jardín de la Infancia corporation ("principal executive office") is located at 1400 S Broadway Street, the City of Los Angeles, County of Los Angeles, State of California. The board of directors may, at any time, or from time to time, change the principal office from one location to another.

Section 2. Other Offices. The board of directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

**ARTICLE III
OBJECTIVES AND PURPOSES**

Section 1. General and Specific Purposes. The corporation has been formed for charitable purposes, to provide quality education and community resources to the low-income, largely immigrant Latino population located in the central region of Los Angeles.

In addition, this corporation is formed for the purposes of performing all things incidental to, or appropriate in, the achievement of the foregoing specific and primary purposes. However, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of its primary charitable purposes.

This corporation shall hold and may exercise all such powers as may be conferred upon a nonprofit corporation by the laws of the State of California and as may be necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation, provided, however, that in no event shall the corporation engage in activities which are not permitted to be carried on by a corporation exempt under Section 501(c)(3) of the Internal Revenue code.

**ARTICLE IV
NONPARTISAN ACTIVITIES**

This corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence

legislation, and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

The corporation shall not, except in an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

ARTICLE V DEDICATION OF ASSETS

Section 1. Dedication of Assets. The property and assets of this corporation are irrevocably dedicated to, charitable and/or educational purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation designated by the Board of Directors of this corporation and which is organized and operated exclusively for charitable or educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE VI MEMBERSHIP

Section 1. Corporation Without Members. The corporation shall not have any members within the meaning of Section 5056 of the California Corporations Code. Upon designation of criteria for advisory membership by the board of directors, the corporation may have advisory members who are not members within the meaning of Section 5056 of the California Corporations Code.

ARTICLE VII DIRECTORS

Section 1. General Corporate Powers. Subject to the provisions and limitations of the California Nonprofit Corporation Law and any other applicable law, the articles of incorporation and these bylaws the business and affairs of the corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the board of directors. The board of directors may delegate the management of the day-to-day operation of the business of the corporation to a management company, committee (however composed), or other person, provided that the activities and affairs of the corporation shall be managed, and all corporate powers shall be exercised under the ultimate direction of the board of directors. In order to preserve the non-profit, exempt from income tax status of the corporation, neither the board nor any director shall do any act, or authorize or suffer the doing of any act by an officer or employee of the corporation, on behalf of the corporation, which is inconsistent with the articles or these bylaws or the nonprofit purpose of the corporation. Any such act or acts shall be null and void.

Section 2. Specific powers. Without prejudice to these general powers, and subject to the same limitations, the directors shall have the power to:

- a. Select and remove all officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws.
- b. Change the principal executive office or the principal business office in the State of California from one location to another, subject to the jurisdictional limitations imposed under the charter.
- c. Adopt, make, and use a corporate seal; and alter the form of the seal.
- d. Borrow money and incur indebtedness on behalf of the corporation and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 2. Number and Qualification of Directors. The number of directors shall be no less than six (6) and no more than seven (7). Interested persons, as defined under all applicable conflict of interest laws, shall not be eligible for service on the Board of Directors. All directors shall have voting rights, including any representative appointed by the charter authorizer as per Education Code section 47604(b). All directors shall be elected by the existing Board of Directors.

Section 3. Election and Term of Office of Directors. Directors shall be elected at each annual meeting of the board of directors to hold office until the next annual meeting; however, if any annual meeting is not held or the directors are not elected at any annual meeting, they may; be elected at any special meeting of the board of directors held for that purpose. Each director, including a director elected to fill a vacancy or elected at a special meeting of the board of directors, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified. Directors may serve any number of consecutive terms.

Section 4. Vacancies shall be addressed as follows:

Events causing vacancy. A vacancy or vacancies in the board of directors shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any director, (ii) the declaration by resolution of the board of directors of a vacancy of the office of a director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order or judgment of any court to have breached any duty under Section 5230 through Section 5237 of the California Nonprofit Corporation Law, (iii) the vote of a majority of all the directors of the corporation to remove a director, (iv) the increase of the authorized number of directors, or (v) the failure of the directors, at any meeting of directors at which any director or directors are to be elected, to elect the number of directors to be elected at such meeting.

Resignations. Except as provided in this paragraph, any director may resign, which resignation shall be effective in giving notice to the chairman of the board, the president, the secretary, or the board of directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the

resignation becomes effective. Except upon notice to the Attorney General, no director may resign when the corporation would then be left without a duly elected director in charge of its affairs.

Vacancies filled by board. Vacancies in the board of directors may be filled by an affirmative vote of the majority of the remaining directors, though less than a quorum, or by a sole remaining director, except that a vacancy created by the removal of a director by the vote of the directors of the corporation or by court order may be filled only by the vote of a majority of the directors entitled to vote represented at a duly held meeting at which a quorum is present. Each director so elected shall hold office until the next annual meeting of the directors and until a successor has been elected and qualified.

No vacancy on reduction of number of directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 5. Place of Meetings. Regular meetings of the board of directors shall be held at the principal office of the corporation, and may also be held at any place within the boundaries of Jardin de la Infancia authorizer that has been designated in the notice of the meeting and in compliance with all provisions of the Ralph M. Brown Act ("Brown Act") (Chapter 9, commencing with Section 54950 of Division 2 of Title 5 of the Government Code).

Section 6. Telephone/Virtual Meetings. Members of the Board may participate in meetings virtually or by telephone so long as all of the following Brown Act requirements are met:

- a. If the Board elects to use teleconferencing, in addition to the posting requirements at the school site and also on the school's website, it shall post agendas at all teleconference locations with each teleconference location identified in the notice and agenda;
- b. At minimum, a quorum of the members of the Board shall participate in the meeting from locations within the boundaries of the authorizer where the charter school operates;
- c. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location;
- d. All locations from which a Board member participates must be fully accessible to members of the public; and
- e. All votes taken during a teleconference meeting shall be by roll call.

Section 7. Annual Meeting. The annual meeting of the board of directors shall be held each year on a date and at a time designated by the board of directors as part of adopting a regular Board meeting schedule. The date so designated shall be within fifteen (15) months after the last annual meeting. At each annual meeting directors shall be elected, officers shall be appointed, and any other proper business may be transacted. The annual meeting and all other meetings of the board, whether annual, regular, or special, shall comply with the provisions of the Brown Act.

Section 8. Other Regular Meetings. Other regular meetings of the board of directors shall be noticed and held in accordance with the Brown Act, and in accordance with a regular meeting schedule to be approved by the Board at the start of each school year. The Board shall meet regularly at least 4 times per year.

In addition to the notice to be provided in accordance with the Brown Act at least seventy-two (72) hours in advance of each regular Board meeting, notice of the date, time and place of meetings shall also be delivered personally to each director or communicated to each director by telephone (including a voice messaging system which records and communicates messages), facsimile, electronic mail, telegraph, express mail service, first class mail or by other means of written communication, charges prepaid, addressed to the director at the director's address as it is shown upon the records of the corporation, deposited in the mails or given to the telegraph company or express mail company or other carrier at least seventy-two (72) hours prior to the date of the meeting.

Section 9. Special Meetings. Special meetings of the board of directors for any purpose or purposes may be called at any time by the presiding officer of the board (the Chair or, if none, the President), or by a majority of the board.

Notice of the special meeting shall be provided to the public in the manner required by the Brown Act, at least twenty-four hours in advance of the special meeting. Notice of the date, time, and place of meetings shall be posted in a public place at least 24 hours prior to the date of the meeting. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Additionally, notice of the date, time, and place of meetings shall be delivered personally to each director or communicated to each director by telephone (including a voice messaging system which records and communicates messages), facsimile, or electronic mail at least forty-eight (48) hours prior to the meeting, or communicated by telegraph, express mail service, first class mail, or by other means of written communication, charges prepaid, addressed to the director at the director's address as it is shown upon the records of the corporation at least four (4) days before the date of the meeting. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 10. Quorum. A majority of the directors currently in office shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article VII. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of the California Nonprofit Corporation Law, the articles of incorporation or these bylaws, especially those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of directors. Directors may not vote by proxy.

Section 11. Adjournment. A majority of the directors' present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 12. Notice of Adjournment. Notice of adjournment to another time or place shall be given, prior to the time scheduled for continuation of the meeting, to the

directors who were not present at the time of adjournment, and to the public in the manner required by the Brown Act by conspicuously posting the notice on or near the door of the place where the meeting was held within 24 hours of adjournment. The notice must include the date, time, and location of the meeting, and must be given in the same manner as given in a special meeting.

Section 13. Compensation and Reimbursement. Directors may not receive compensation for their services as director and officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time the resolution is adopted.

ARTICLE VIII COMMITTEES

Section 1. Committees of Directors. The board of directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more advisory committees, each consisting of two or more directors, and may include persons not on the board, to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee who may replace any absent member at any meeting of the committee.

Committees possessing the authority of the board (i.e. non-advisory committees) shall be composed of two or more directors, and no one who is not a director, as required by the California Corporations Code. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may;

- a. take any final action on matters which, under the Non-profit Corporation Law of California, also requires approval of the directors or approval of a majority of all directors;
- b. fill vacancies on the board of directors or in any committee;
- c. amend or repeal bylaws or adopt new bylaws;
- d. amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- e. appoint any other committees of the board of directors or the members thereof;
- f. expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected;
- g. approve any transaction which is defined as a self-dealing transaction in Section 5233 of the California Corporations Code, except as such approval may be allowed by said section.

No committee shall bind the corporation in a contract or agreement or expend corporate funds, unless authorized to do so by the board of directors.

Section 2. Meetings and Action of Committees. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of these bylaws, and with the Brown Act. Minutes shall be kept of each meeting of any

committee and shall be filed with the corporate records. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE IX OFFICERS

Section 1. Officers. The officers of the corporation shall consist of a chairman of the board, a president, a secretary, and a chief financial officer (or "treasurer"). Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairman of the board.

In addition to the duties specified in this Article IX, officers shall perform all other duties customarily incident to their office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, subject to control of the board of directors, and shall perform such additional duties as the board of directors shall from time to time assign.

Section 2. Election of Officers. The officers of the corporation shall be chosen by the board of directors at its annual meeting, and each shall serve at the pleasure of the board.

Section 3. Subordinate Officers. The board of directors may appoint, and may authorize the chairman of the board or the president or another officer to appoint, any other officers that the business of the corporation may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties specified in the bylaws or determined from time to time by the board of directors.

Section 4. Removal of Officers. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the board of directors, at any regular or special meeting of the board, or, except in case of an officer chosen by the board of directors, by an officer on whom such power of removal may be conferred by the board of directors.

Section 5. Resignation of Officers. Any officer may resign at any time by giving notice to the board of directors, the chairperson of the board, the president, or the secretary of the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 6. Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled by majority vote of the board.

Section 7. Chairman of, the Board. If such an officer be elected, the chairman of the board shall preside at all meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the board of directors or prescribed by the bylaws. If there is no president, the chairman

of the board shall, in addition, be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 8 of this Article.

Section 8. President. Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, the president shall, subject to the control of the board of directors, generally supervise, direct, and control the business and the officers of the corporation. In the absence of the chairman of the board, or if there be none, the president shall preside at all meetings of the board of directors. The president shall have such other powers and duties as may be prescribed by the board of directors or the bylaws. The president shall be the chief executive officer of the corporation unless the chairman of the board, if any, is so designated.

Section 9. Secretary. The secretary shall attend to the following: Book of minutes. The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings, the number of directors present or represented at directors' meetings, and the proceedings of such meetings.

Notices, seal and other duties. The secretary shall give, or cause to be given, notice of all meetings of the board of directors required by the bylaws or by law to be given. The secretary shall keep the seal of the corporation in safe custody. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

Section 10. Chief financial officer. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any director at all reasonable times. The chief financial officer shall disburse the funds of the corporation as may be ordered by the board of directors and the chief financial officer shall render to the president and directors, whenever they request it, an account of all transactions effected by the chief financial officer and of the financial condition of the corporation. The chief financial officer shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

If required by the board of directors, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of such office and for restoration to the corporation of all its books, papers, vouchers, money, and other property of every kind in the possession or under control of the chief financial officer on such officer's death, resignation, retirement, or removal from office.

**ARTICLE X
INDEMNIFICATION OF DIRECTORS, OFFICERS,
EMPLOYEES, AND OTHER AGENTS**

Section 1. Definitions. For the purpose of this Article,

- a. "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this corporation or of another enterprise at the request of such predecessor corporation;
- b. "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and
- c. "expenses" includes, without limitation, all attorneys' fees, costs, and any other expenses actually and reasonably incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs, and other expenses actually and reasonably incurred in establishing a right to indemnification under this Article.

Section 2. Actions Other Than by or on Behalf of the Corporation. This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceedings (other than an action by or in the right of this corporation or an action brought under Section 5233 of the California Corporations Code or an action brought by the Attorney General or any person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 3. Actions by or on Behalf of the Corporation. This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation or brought on the ground of self-dealing as defined in Section 5233 of the California Corporations Code or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that that person is or was an agent of this corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

- a. in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to this corporation in the performance of that person's duty to this corporation, unless and only to the extent that the court in which that action was brought shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- b. of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- c. of expenses incurred in defending threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

Section 4. Successful Defense by Agent. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Sections 2 or 3 of this Article, or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Approval. Except as provided in Section 4 of this Article, any indemnification under this Article shall be made by this corporation only if authorized in the specific case on a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 of this Article, by:

- a. a majority vote of a quorum consisting of directors who are not parties to the proceeding;
- b. approval by the affirmative vote of a majority of the votes represented and voting at a duly held meeting of the members at which a quorum is present or by the written consent of a majority of the required quorum of members. For this purpose, the person to be indemnified shall not be entitled to vote thereon; or
- c. the court in which the proceeding is or was pending, on application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by this corporation.

Section 6. Advances of Expenses. Expenses incurred in defending any proceeding may be advanced by this corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 7. Contractual Rights of Those Not Directors or officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this corporation, or any subsidiary thereof, may be entitled by contract or otherwise.

Section 8. Limitations. No indemnification or advance shall be made under this Article, except as provided in Section 4 or Section 5(c), in any circumstance where it appears:

- a. that it would be inconsistent with a provision of the articles, a resolution of the members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred, or other amounts were paid, which prohibits or otherwise limits indemnification; or
- b. that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance. Upon and in the event of a determination by the board of directors of this corporation to purchase such insurance, this corporation shall purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this section. Notwithstanding the foregoing, the corporation shall not purchase and maintain such insurance to indemnify any agent of the corporation for a violation of Section 5233 of the California Corporations Code.

Section 10. Fiduciaries of Corporate Employee Benefit Plan. This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the corporation as defined in Section 1 of this Article. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

ARTICLE XI RECORDS AND REPORTS

Section 1. Inspection Rights Generally. Any inspection rights set forth in this Article may be exercised in person or by an agent or attorney and shall include the right to copy and make extracts. These rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

Section 2. Maintenance and Inspection of Articles and Bylaws. The corporation shall keep at its principal executive office the original or a copy of the articles and bylaws as amended to date.

Section 3. Maintenance and Inspection of Other Corporate Records. The accounting books, records, and minutes of proceedings of the board of directors and any committee (s) of the board of directors shall be kept at such place or places designated by the board of directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form.

Section 4. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations.

Section 5. Annual Report to Directors. The corporation shall provide to the directors an annual report, prepared within 120 days of the close of its fiscal year, containing the following information in reasonable detail:

- a. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.
- b. The principal changes in assets and liabilities, including trust funds, for the fiscal year.
- c. The revenue or receipts, both unrestricted and restricted to particular purposes, of the corporation for the fiscal year.
- d. The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.
- e. Any information required by California Corporations Code Section 6322.

The annual report shall be accompanied by any pertinent report of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

Section 6. Annual Statement of General Information. The corporation shall, during the period commencing on the 1st day of October and ending on the 30th day of March of every other year, file with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the names and complete business or residence addresses of the chief executive officer, secretary and chief financial officer, the street address of its principal executive office or principal business office in this state, and a designation of the agent of the corporation for the purpose of service of process, all in compliance with Section 6210 of the Corporations Code of California. **[NOTE THIS IS A BIENNIAL FILING REQUIREMENT, NOT ANNUAL.]**

ARTICLE XII FISCAL YEAR

Section 1. Fiscal Year. The fiscal year for this corporation shall begin on July 1 and shall end on June 30.

ARTICLE XIII GENERAL CORPORATE MATTERS

Section 1. Checks, Drafts, Evidence of Indebtedness. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by resolution of the board of directors.

Section 2. Corporate Contracts and Instruments; How Executed. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the corporation and a natural person.

ARTICLE XIV AMENDMENTS AND REVISIONS

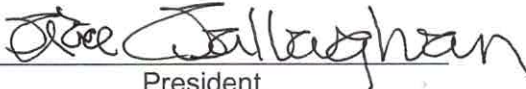
These bylaws may be adopted, amended or repealed by the vote of a majority of the directors then in office at a meeting held in accordance with the Brown Act, except that no amendment shall change any provision if the charter that created Jardin de la Infancia charter school, or make any provisions of these bylaws inconsistent with that charter, the corporation's Articles of Incorporation, or any applicable laws.

* * *

CERTIFICATE OF SECRETARY

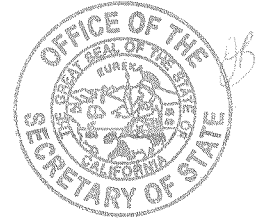
I, the undersigned, certify that I am the currently acting secretary of Jardín de la Infancia, a California nonprofit public benefit corporation, and the above bylaws, consisting of 13 pages, are the bylaws of this corporation as adopted and amended by the Board of Directors on January 29, 2025 and that they have not been amended or modified since that date.

Executed on January 29, 2025, at Los Angeles, California.



President

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 01 2009

DEBRA BOWEN
Secretary of State

A0696291

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION

ENDORSED - FILED
in the Office of the Secretary of State
of the State of California

SEP 14 2009

The undersigned certify that:

1. They are the **president** and the **secretary**, respectively, of Las Familias Jardín de la Infancia, a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is Jardín de la Infancia.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

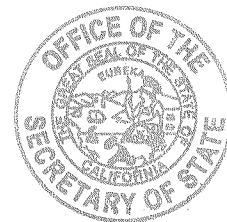
DATE: 10/24/09

Robert Wycoff

Robert Wycoff, President

Alice Callaghan

Alice Callaghan, Acting Secretary



LEASE AGREEMENT

1.1. **Preamble.** This lease ("Lease") is entered into by and between dated for reference purposes on July 1, 2024 . Landlord (Las Familias del Pueblo) and Tenant (Jardin de la Infancia) may herein be referred to as "Party" or "Parties" as appropriate. Subject to the terms and conditions set forth herein, Tenant hereby leases from Landlord rentable space in the building at 1400 S Brtoadway, Los Angeles, CA 90015, consisting of approximately 4,700 rentable square feet ("Premises").

In the event of any conflict between the terms set forth in the body of this Lease and the terms within any exhibit, supplement, attachment or rider to this Lease, unless indicated otherwise in such exhibit, supplement, attachment or rider, the terms set forth in the body of this Lease shall be controlling.

TERM

2.1 **Term.** This Lease shall have a duration of one-hundred twenty (120) months ("Term") commencing on July 1, 2024 (the "Commencement Date") and ending on June 30, 2034 (the "Expiration Date"), with an option to extend for the duration of the Tenant's charter renewal.

RENT

3.1. **Rent Defined.** All monetary obligations of Tenant to Landlord under the terms of this Lease.

3.2. **Base Rent.** Beginning on the Commencement Date and continuing throughout the balance of the Term, Tenant shall pay to Landlord, on a monthly basis, without deduction or offset, a base rent as set forth below ("Base Rent") Rent shall increase annually in accordance with state statutory COLA:

Applicable Time Period / Base Rent
July 1, 2024 to June 30, 2034 / \$4,262.40 Monthly

The Base Rent shall be due and payable, in advance, on the first day of each successive calendar month throughout the Term of this Lease. No demand notice or invoice shall be required. Tenant agrees that no payment made to Landlord by check or other instrument shall contain a restrictive endorsement of any kind, and if any such instrument should contain a restrictive endorsement in violation of the foregoing, that endorsement shall have no legal effect whatever, notwithstanding that such item is processed for payment. Rent includes: Utilities: The costs of all water, sewer, gas, electricity, and other publicly mandated services supplied to the Building; Trash Removal: The costs related to trash hauling, disposal, and removal from the Building; Parking: parking spots are provided on site.

3.3. **Payment of Rent.** All Rent payable by Tenant hereunder shall be paid to Landlord in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). In the event that any invoice prepared by Landlord is inaccurate, such inaccuracy shall not constitute a waiver and Tenant shall remain obligated to pay all amounts required to be paid by Tenant under the terms of this Lease. Rent for any partial month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Landlord at its address stated herein or to such other persons or place as Landlord may from time to time designate in writing. Landlord's acceptance of any payment from Tenant that is less than the total amount of Tenant's obligations then due Landlord hereunder shall not be deemed to be a waiver of Landlord's rights to collect the unpaid balance of such obligations regardless of Landlord's endorsement of any check so stating and shall not be deemed a waiver of any Default or Breach by Tenant under the terms of this Lease. Any payment by Tenant may be accepted by Landlord and applied to any moneys or damages owing from Tenant to Landlord, notwithstanding any qualifying statements or conditions to such payment made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. In the event that any check, draft, or other instrument of payment given by Tenant to Landlord is dishonored for any reason, Tenant agrees to pay to Landlord the sum of \$50 in addition to any bank charges and Late Charge provided in this Lease, and Landlord, at its option, may require all future Rent be paid by cashier's check. Tenant acknowledges and agrees that any payment made by Tenant to Landlord on account of any amounts payable by Tenant under the terms of this Lease will be applied first to accrued and unpaid late charges payable by Tenant hereunder,

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then to Base Rent and Additional Rent, and the balance, if any, to any other outstanding charges or costs payable by Tenant hereunder.

3.4. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges that may be imposed upon Landlord by any Lender. Accordingly, if any Rent shall not be received by Landlord within ten (10) days after such amount shall be due, then, without any requirement for written notice to Tenant, Tenant shall immediately pay to Landlord a one-time late charge equal to ten percent (10%) of each such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, the Base Rent and Additional Rent payable by Tenant shall, at Landlord's option, become due and payable, on a quarterly basis, in advance.

3.5. **Amounts Payable by Tenant upon Execution.** Upon the execution of this Lease, Tenant shall pay the total sum of four thousand dollars (\$4,262.40).

SECURITY DEPOSIT

4.1. **Security Deposit.** None

CONDITION OF PREMISES

5.1. **Condition.** Tenant has inspected the entire Premises and accepts the Premises, including, without limitation, the existing electrical, plumbing, lighting, heating, ventilating and air conditioning systems as being in good order, condition and repair.

5.2. **Acknowledgements.** Tenant accepts the Premises in its "as is", "as built" and "as permitted" condition with existing space planning as of the date of this Lease and acknowledges and agrees that Landlord shall have no obligation for the construction or modification of tenant improvements for Tenant with respect to the Premises-other than Landlord's Work. In the event that Tenant constructs its own tenant improvements to the Premises, Tenant shall obtain the prior written consent of Landlord in accordance with the provisions of this Lease. Tenant further acknowledges and agrees that Tenant shall be solely responsible for determining whether or not the existing permitting, zoning, and other regulatory requirement applicable to the Premises are appropriate for Tenant's intended use of the Premises, including but limiting to occupancy restrictions, environmental and other regulatory requirements (collectively "Regulatory Requirements"). Tenant further acknowledges and agrees that neither Landlord (nor any employee, agent or contractor of Landlord) has made any oral or written representations or warranties of any kind with respect to the Regulatory Requirements, the condition of the Premises or the suitability of the Premises for Tenant's intended use other than as set forth in this Lease.

USE OF PREMISES

6.1. **Agreed Use.** Subject to the terms of this Lease, Tenant's use of the Premises pursuant to this Lease shall be restricted to general office use, classrooms and meeting rooms for educational purposes ("Agreed Use"). Tenant shall use and occupy the Premises only for the Agreed Use, and any legal use comparable thereto and for no other purpose. Tenant further specifically agrees that the Premises shall not be used for any manufacturing or processing operations at any time. Landlord shall not unreasonably withhold or delay its consent to any written request for a modification to comply with the Agreed Use or modify the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC and other systems of the Building, will not affect the exterior appearance of the Building, and/or will not subject the Landlord or the Building to any liability of any kind. Any modification of the Agreed Use that is allowed by Landlord may be subject to adjustments in Base Rent. If Landlord elects to withhold consent to any request for a change in Agreed Use, Landlord shall, within 7 days after such request, give written notification of same, which notice shall include an explanation of Landlord's objections to the change in the Agreed Use.

6.2. **Building Rules and Regulations.** Tenant shall use and occupy the Premises only for the Agreed Use, as defined above, or any other legal use that is reasonably comparable thereto, and for no other purpose. Tenant shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties (as determined in Landlord's sole discretion). Tenant acknowledges and agrees that its use of the Premises and the Common Area shall be subject to compliance with the rules and regulations for the Building, a copy of which is attached hereto as Exhibit D ("Building Rules and Regulations"). In the event of any conflict between the Lease and the Building Rules and Regulations, the Lease shall control. The Building Rules and Regulations shall be subject to reasonable future modifications, additions and/or amendments thereto, which are non-discriminatory. Tenant agrees to use its best efforts to inform its employees,

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suppliers, shippers, customers, contractors and invitees of the requirements of the Building Rules and Regulations. Tenant acknowledges and agrees that Landlord shall not be responsible to Tenant for any noncompliance with the Building Rules. Notwithstanding anything to the contrary in the Building Rules and Regulations Tenant shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles except as is necessary for educational purposes. Service animals will be allowed to accompany their owner.

6.3. **Americans with Disabilities Act.** Tenant acknowledges and agrees that the compliance of the Premises and the Building with the requirements of the Americans with Disabilities Act ("ADA") is dependent upon Tenant's specific use of the Premises and that Landlord makes no warranty or representation as to whether or not the Premises and the Building comply with the requirements of the ADA or any similar law or legislation. Should Tenant's specific use of the Premises requires modifications or additions to the Premises in order to comply with the ADA requirements, Tenant agrees to make any such necessary modifications and/or additions at Tenant's sole cost and expense, and subject to the requirements of this Lease regarding Alterations, as defined below.

HAZARDOUS SUBSTANCES

7.1. **Hazardous Substances Prohibited.** Tenant shall not engage in any activity in or about the Premises or the Building that results in the presence of a Hazardous Substance (as defined below) in or about the Premises or the Building. The term "Hazardous Substance" as used in this Lease shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials, is either: (i) potentially injurious to the public health, safety or welfare, the environment in general, or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability on the part of Landlord to any regulatory or governmental agency, or to any third party, under applicable law. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline (and/or crude oil or any products, byproducts or fractions thereof), asbestos, polychlorinated biphenyls, radioactive materials, radon gas and Rhodium (and any other chemical or substance used in manufacturing, setting and/or industrial cleaning operations). Notwithstanding the foregoing, Tenant may use ordinary office supplies (copier toner, liquid paper, glue, etc.), school supplies, school science lab materials and common household cleaning materials, so long as such use is in compliance with applicable law, and so long as Tenant's use of such materials does not expose the Premises, the Building or any neighboring property to any meaningful risk of contamination or damage, and does not expose Landlord to any potential or actual liability in connection therewith.

7.2. **Tenant Remediation.** In the event that any Hazardous Substance is spilled or released in, on, under, or about the Premises, the Building or neighboring properties by Tenant or any employee, student, agent or contractor of Tenant (including through the plumbing or sanitary sewer system), Tenant shall promptly notify Landlord of such contamination ("Tenant Contamination") and shall, at Tenant's sole cost and expense, immediately comply with all Regulatory Requirements pertaining to the remediation of Hazardous Materials that are applicable to such Tenant Contamination and take all additional remedial action directed by Landlord, whether or not formally ordered or required by applicable law, for the cleanup of such Tenant Contamination. Tenant shall, within 10 days after receipt of Landlord's written request, provide Landlord with copies of all permits and other documents, and other information evidencing Tenant's compliance with all Regulatory Requirements applicable to any Tenant Contamination and Tenant's completion of all remedial action specified by Landlord with respect to such contamination, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual complaint, accusation, claim, notice, citation, warning or report pertaining or relating, in any way, to any Tenant Contamination.

7.3. **Indemnification.** Tenant shall indemnify, defend and hold Landlord, its agents, employees and Lenders harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of the presence or use of any Hazardous Substance in or around the Premises or the Building that is attributable, in any way, to the actions of Tenant or any employee, student, agent, contractor or invitee of Tenant. Landlord shall indemnify, defend and hold Tenant, its agents, employees, students and invitees harmless from any and all damages, liabilities, judgments, claims, expenses, penalties and attorneys' fees arising out of the presence or use of any Hazardous Substance in or around the Premises or Building that is attributable in any way to the acts of Landlord or any employee, agent, contractor or invitee of Landlord ("Landlord Contamination"). Tenant's or Landlord's (the Indemnifying Party) obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by the Indemnified Party, and all costs related thereto, including but not limited to costs of investigation, removal, remediation, restoration, abatement and/or legal or regulatory compliance, and such obligations shall survive the Expiration Date or termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Indemnifying Party from its obligations under this Lease with respect to a Tenant Contamination or Landlord Contamination, as applicable, unless specifically so agreed by other Party in writing at the time of such agreement.

7.4. **Landlord's Termination option.** Landlord may, at Landlord's option, either (i) investigate and remediate any Hazardous Condition occurring in the Building or in the Premises, as soon as reasonably possible, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant, within 30 days after receipt by Landlord of knowledge of the


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occurrence of such Hazardous Condition, of Landlord's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Landlord elects to give a termination notice, Tenant may, within 10 days thereafter, give written notice to Landlord of Tenant's commitment to pay the cost of the remediation of such Hazardous Condition. Tenant shall provide Landlord with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Landlord shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Tenant does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Landlord's notice of termination.

7.5. **Inspection.** Landlord shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after school hours after reasonable prior notice of at least 24 hours, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease. If such inspection is ordered by a governmental authority or discloses a violation by Tenant of the terms of this Lease, a failure of Tenant to comply with any Regulatory Requirements or a Tenant Contamination, Tenant shall, upon request, reimburse Landlord for the cost of such inspection. In addition, Tenant shall provide copies of all relevant material safety data sheets (MSDS) to Landlord within 10 days of the receipt of written request therefore. Landlord shall observe all laws and regulations governing the presence of adults on public school campuses.

COMMON AREAS

8.1. **Vehicle Parking.** This Lease entitles Tenant to the use of three parking spaces.

MAINTENANCE, JANITORIAL AND CLEANING

9.1 **Tenant's Maintenance Obligations.** Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including dedicated corridors, dedicated restrooms and dedicated utility closets in good condition and repair. Upon the Expiration Date or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, ordinary wear and tear excepted. Tenant's obligations hereunder shall include but not be limited to responsibility for the cost of painting, repairing or replacing wall coverings, repairing or replacing floor coverings, the repair or replacement of any fixtures and improvements within the Premises which were damaged beyond ordinary wear and tear during the Term.

9.2 **Tenant's Janitorial and Cleaning Obligations.** Tenant shall provide for its own janitorial and cleaning services within the Premises. Tenant shall keep all areas of the Premise in a clean and orderly condition at Tenant's sole cost and expense. In the event that Tenant shall fail to keep the Premises in a clean and orderly condition, Landlord may do so and any costs incurred by Landlord in connection therewith shall be payable by Tenant to Landlord within thirty (30) days after billing, as additional Rent hereunder.

9.3 **Landlord's Maintenance Obligations.** Subject to any limiting provisions set forth in this Lease and subject to any rights of Landlord to reimbursement, if applicable, Landlord shall keep in good order, condition and repair the structural portion of the Building and the common facilities thereof, including, but not limited to, the plumbing and electrical systems, and the heating, ventilation and air conditioning ("HVAC") systems installed or furnished by Landlord (but excluding any plumbing and related fixtures located within the Premises or any electrical or HVAC fixtures installed by Tenant which shall be maintained by Tenant). Any maintenance costs attributable, in whole or in part, to the acts or omissions of Tenant or its employees, students, agents, contractors, subcontractors or invitees shall be paid by Tenant. As a material part of the consideration for this Lease, Tenant waives any right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

9.4 **Limitation of Landlord's Liability.** Except to the extent resulting from Landlord's gross negligence or willful misconduct, Tenant acknowledges and agrees that Landlord shall not be liable to Tenant, and Tenant hereby waives any and all claims for any damage to the Premises or any loss, damage, theft or injury to any person or property in or about the Premises or the Building which are attributable or alleged to be attributable, in any way, to (i) the Premises being out of repair, (ii) any defects in the Premises, or the Building, or the equipment contained therein, or (iii) the presence of mold or the breakage, leakage, obstruction or other defects of pipes, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building; provided that, upon notice of such disrepair or defects, Landlord undertakes to remedy the same in accordance with its obligations under Section 9.3. Except to the extent resulting from Landlord's gross negligence or willful misconduct, Tenant further acknowledges and agrees that Landlord shall not be liable to Tenant for any injury to or interference with Tenant's business under any circumstances.


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UTILITIES AND SERVICES

10.1. **Services Provided by Landlord.** Landlord shall provide heating, ventilation, air conditioning for the Premises through an HVAC system for the Building. Building HVAC services provided by Landlord to the Premises and the Building shall be provided during business hours as provided in the Building Rules and Regulations. Landlord shall also provide trash pickup services for the Building.

10.2. **Services Exclusive to Tenant.** Tenant shall provide janitorial services for the Premises at its own cost and expense. Utility services are provided.

REAL PROPERTY TAXES AND PERSONAL PROPERTY TAXES

11.1. **Personal Property Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's Alterations, Trade Fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises.

11.2. **Tenant's Exempt Status.** The Parties acknowledge that Tenant, by reason of being a public school, is entitled to file for an exemption from certain property taxes.

ALTERATIONS

12.1. **Requirement of Landlord Consent.** Tenant shall not make any material additions, improvements or modifications to the Premises or the Building, including, but not limited to, floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, telecommunications conduits and cabling, lighting fixtures, HVAC equipment, and plumbing within the Premises or the Building ("Alterations"), without Landlord's prior written consent. In addition, Tenant shall not make or permit any Alterations, of any kind, that require the penetration of the roof of the Building and/or the installation of anything on the roof of the Building without the prior written consent of Landlord. Landlord may, as a precondition to granting consent to any proposed Alteration, require Tenant to utilize a contractor chosen and/or approved by Landlord. Any Alterations proposed by Tenant shall be presented to Landlord in written form with detailed plans. Landlord's consent shall be deemed conditioned upon Tenant's: (i) acquiring all applicable governmental permits, (ii) furnishing Landlord with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Regulatory Requirements in a prompt and expeditious manner. Any Alterations shall be performed in a workmanlike manner with good and sufficient materials. Tenant shall promptly upon completion furnish Landlord with as-built plans and specifications. Landlord may also condition its consent to any Proposed Alterations upon Tenant providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alterations and/or upon Tenant's posting an additional Security Deposit with Landlord. Notwithstanding the foregoing, Landlord hereby agrees that Tenant may install furniture, Trade Fixtures and equipment within the Premises, and that Tenant may make non-structural Alterations to the Premises not exceeding \$50,000.

12.2. **Liens and Bonds.** With respect to any Alterations approved by Landlord, Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or material-men's lien against the Premises or any interest therein. Tenant shall give Landlord not less than 10 days' notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility. If Tenant shall contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Landlord shall require, Tenant shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Landlord against liability for the same. If Landlord elects to participate in any such action, Tenant shall pay Landlord's attorneys' fees and costs.

12.3. **Ownership of Alterations.** Subject to Landlord's right to require Tenant to remove any Alterations to the Premises, except for the initial Landlord's Work, upon the Expiration Date, all such Alterations shall be the property of Tenant, but considered a part of the Premises during the Term (and any extension thereto). With the exception of any Alterations that Landlord requires Tenant to remove from the Premises upon the Expiration Date or earlier termination of this Lease, all Alterations to the Premises shall, at the expiration of this Lease, become the property of Landlord and be surrendered by Tenant with the Premises.

12.4. **Removal of Alterations.** Landlord may require that any or all Alterations to the Premises, except for the initial Landlord's Work, be removed by Tenant prior to the Expiration Date. Landlord may require the removal at any time of all or any part of any Alterations made without the required consent.


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TERMINATION, SURRENDER AND RESTORATION

13.1. **Surrender of Premises.** Tenant shall remove all of Tenant's personal items, including any Trade Fixtures, furnishings or equipment ("Tenant's Personal Property"), from the Premises, and surrender the Premises to an authorized representative of Landlord by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. The term "Trade Fixtures" as used in this Lease shall mean Tenant's machinery and equipment that can be removed without doing material damage to the Premises. Any item of Tenant's Personal Property not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Tenant and may be disposed of, or retained by, Landlord, in Landlord's sole and absolute discretion. Any failure on the part of Tenant to timely vacate the Premises without the express written consent of Landlord shall constitute a holdover under the provisions of this Lease.

13.2. **Restoration.** Tenant shall repair any damage caused by the installation, maintenance or removal of Tenant's Personal Property from the Premises, and any equipment installed by or for Tenant. Tenant shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Tenant, or any agent, employee, student, contractor or invitee of Tenant (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Tenant to perform or pay for work that exceeds statutory requirements.

13.3. **Tenant Installations and Alterations.** Upon the Expiration Date or early termination of this Lease, Tenant shall not remove from the Premises its installation of any floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and/or plumbing components ("Tenant Installations"). Should Landlord not require Tenant to remove from the Premises upon the Expiration Date or earlier termination of this Lease, said Tenant Installations or any other Alterations shall be deemed to be part of the Premises and shall, at the Expiration Date or termination of this Lease, become the property of Landlord and be surrendered by Tenant with the Premises.

13.4. **Termination and Merger.** Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Breach by Tenant, shall automatically terminate any sublease or lesser estate in the Premises, provided, however, that Landlord may elect to continue any one or all existing subtenancies. Landlord's failure, within 10 days following any such event, to elect to the contrary by written notice to the holder of any such lesser interest shall constitute Landlord's election to have such event constitute the termination of such interest.

13.5. **No Right to Holdover.** Absent a written agreement signed by Landlord to the contrary, Tenant shall have no right to retain possession of the Premises or any part thereof beyond the Expiration Date or earlier termination of this Lease. In the event that Tenant holds over, the monthly Base Rent for the Premises shall be increased to 150% of the monthly Base Rent applicable immediately preceding such Expiration Date or earlier termination or 150% of the market rents for other premises comparable to the Premises, whichever is greater. With the exception of a written agreement signed by Landlord authorizing Tenant to hold over, no act of Landlord shall be construed as consent by Landlord to any holding over by Tenant.


INSURANCE

14.1. **Landlord's Insurance Obligations.** During the Term (and any extension thereto), Landlord shall carry and maintain insurance with respect to the Building of such types, and in such limits, as Landlord shall deem commercially reasonable in Landlord's sole and absolute discretion. Any insurance maintained by Landlord with respect to the Building, or any part thereof, shall be in addition to, and not in lieu of, the insurance required to be maintained by Tenant pursuant to this Lease and Tenant acknowledges and agrees that Tenant shall not be named as an additional insured with respect to any such insurance. The foregoing notwithstanding, Landlord agrees to carry Commercial General Liability insurance with carriers that meet the requirements of Section 14.3, in amounts not less than the amounts required to be carried by Tenant under Section 14.2(a).

14.2. **Tenant's Insurance Obligations.** At all times during the Term (and any extension thereto), Tenant shall maintain and keep in force the insurance specified below:

(a) **Commercial General Liability.** At all times during the Term (and any extension thereto), Tenant shall obtain and keep in force a Commercial General Liability policy of insurance protecting Tenant and Landlord, as an additional insured, against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Tenant shall add Landlord as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Landlords of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "Insured Contract" for the performance of Tenant's indemnity obligations under


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this Lease. The limits of said insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Tenant shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to, and not contributory with, any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only.

14.3. Insurance Policies. Insurance required to be maintained by Tenant and Landlord pursuant to the terms of this Lease shall be provided by companies duly licensed or admitted to transact business in California and maintaining during the policy term a "General Policyholders Rating" of at least A-, VI, as set forth in the most current issue of "Best's Insurance Guide." Tenant shall not do or permit to be done anything that invalidates the required insurance policies. Tenant shall, prior to the Commencement Date, deliver to Landlord certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Landlord. Tenant shall, at least 30 days prior to the expiration of such policies, furnish Landlord with evidence of renewals or insurance binders evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand. Such policies shall be for a term of at least one year, or the length of the remaining Term (and any extension thereto), whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same. Landlord makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Tenant's property, business operations or obligations under this Lease.

14.4. Tenant's Failure to Provide Insurance. Tenant acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Landlord to risks and potentially cause Landlord to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Tenant does not maintain the required insurance and/or does not provide Landlord with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Tenant, by an amount equal to 20% of the then existing Base Rent or \$500, whichever is greater. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Landlord will incur by reason of Tenant's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Tenant's Default or Breach (as defined in this Lease) with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Tenant of its obligation to maintain the insurance specified in this Lease.

14.5 Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

DAMAGE OR DESTRUCTION

15.1. Total Destruction. In the event that the Building or the Premises shall be totally destroyed by fire or other casualty, this Lease shall terminate as of the date of such casualty.

15.2. Partial Damage to Building. In the event that the Building shall be partially damaged by fire or other casualty that does not involve the Premises and does not materially impair Tenant's access to and use of the Premises, this Lease shall continue in full force and effect. In the event that the Building shall be partially damaged by fire or other casualty, and which damage materially impairs Tenant's access to and use of the Premises, Landlord may, at its option, either: (i) repair such damage within a commercially reasonable time subject to Tenant's right to an equitable abatement in the Base Rent payable hereunder, or (ii) terminate this Lease upon thirty (30) days written notice of such termination to Tenant without any liability to Tenant. In the event that the Building shall be partially damaged by fire or other casualty that is attributable to the negligence of Tenant or any employee, students, agent or contractor of Tenant, and which damage materially impairs Tenant's access to and use of the Premises, Landlord may, at its option, either repair such damage or terminate this Lease upon thirty (30) days written notice of such termination to Tenant.

15.3. Waiver of Statutes. Landlord and Tenant agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

CONDEMNATION

16.1. Termination by Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as


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of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises are taken by Condemnation, Tenant may, at Tenant's option, to be exercised in writing within 30 days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within 30 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in square footage of the Premises caused by such Condemnation.

16.2. Condemnation Damages and Compensation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages, provided, however, that Tenant shall be entitled to the portion, if any, of any award related to Condemnation designated by the Condemning Authority as compensation for Tenant's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Article. For the purposes of Condemnation, all Alterations made to the Premises by Tenant shall be considered the property of the Tenant and Tenant shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Landlord shall repair any damage to the Premises caused by such Condemnation.


ASSIGNMENT & SUBLETTING

17.1. Landlord's Consent Required For Assignment or Sublease. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign" or "assignment" as appropriate) or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent. Landlord may withhold consent to a proposed assignment or subletting, in Landlord's sole discretion, if Tenant is in Default at the time consent is requested. Landlord may also withhold consent to a proposed assignment or subletting based on any commercially reasonable factor, including, but not limited to, any fact or circumstance concerning the credit history or past or present finances of the proposed assignee or subtenant, or any other factor concerning the proposed assignee or subtenant that would, in Landlord's reasonable judgment, suggest that Landlord's consent to the proposed assignment or sublease would be detrimental to the best interests of Landlord with respect to the management of the Building. An assignment or subletting without consent shall, at Landlord's option, be either a Default curable after notice, or a non-curable Breach without the necessity of any notice and grace period. If Landlord elects to treat such unapproved assignment or subletting as a non-curable Breach, Landlord may terminate this Lease. Notwithstanding the foregoing, allowing a minimal portion of the Premises (i.e., 20 square feet or less), to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

17.2. Terms and Conditions Applicable to Assignment and Subletting. Regardless of Landlord's consent, no assignment or subletting shall be effective without the express written assumption by such assignee or subtenant of the obligations of Tenant under this Lease, and shall not release Tenant of any obligations hereunder, or alter the primary liability of Tenant for the payment of Rent or for the performance of any other obligations to be performed by Tenant pursuant to the terms of the Lease. Landlord may accept Rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Landlord's right to exercise any of its remedies for Tenant's Default or Breach. In the event of any Default or Breach by Tenant, Landlord may proceed directly against Tenant, any Guarantors or anyone else responsible for the performance of Tenant's obligations under this Lease, as well as any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefore to Landlord, or any security held by Landlord. Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or subtenant, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Landlord's considering and processing said request. Any assignee of, or subtenant under this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Landlord has specifically consented to in writing. Landlord's consent to any assignment or subletting shall not transfer to the assignee or subtenant any option granted to the original Tenant by this Lease, including without limitation the option to extend the Term, an option for a right of first refusal, or an option to purchase the Building, unless such transfer is specifically consented to by Landlord in writing.

DEFAULT, BREACH & REMEDIES

18.1. Default and Breach. A "Default" as used in this Lease is defined as a failure by the Tenant to comply with or perform any of the terms, covenants, conditions or the Building Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the events of Default specified below followed by the failure of Tenant to cure any such Default within any applicable grace period. Any such notices required herein shall be in lieu of any notices required by law and not in addition thereto. The occurrence


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of any of the following events shall constitute an event of Default that, if not cured within any applicable grace period, shall constitute a Breach of this Lease:

- (a) The abandonment of the Premises, or the vacating of the Premises prior to the Expiration Date.
- (b) Under circumstances where property insurance coverage required by this Lease is jeopardized by any actions of Tenant.
- (c) Recurring vandalism within the Building caused by Tenant, its students, employees, agents, contractors or invitees where Tenant has not taken steps to prevent and/or repair.
- (d) The failure of Tenant to make any payment of Rent or any Security Deposit required to be made by Tenant hereunder, whether to Landlord or to a third party when due.
- (e) The failure of Tenant to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Tenant.
- (f) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Tenant, its students, employees, agents, contractors or invitees where such actions continue for a period of 3 business days following written notice to Tenant.
- (g) The failure by Tenant to provide to Landlord reasonable written evidence of compliance with Regulatory Requirements, within 30 days after written notice.
- (h) An unauthorized assignment of this Lease or subletting of the Premises.
- (i) The failure by Tenant to provide a written estoppel certificate upon written request by Landlord, within 10 days after written notice.
- (j) The failure by Tenant to provide a subordination upon written request by Landlord.
- (k) The failure by Tenant to provide any documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Tenant.
- (l) A Default by Tenant as to the terms, covenants, conditions or provisions of this Lease (including the Building Rules and Regulations and the other exhibits and/or attachments to this Lease), other than those described above, where such Default continues for a period of 30 days after written notice, provided, however, that if the nature of Tenant's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Tenant commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.
- (m) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days, provided, however, in the event that this provision is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.
- (n) The discovery that any financial statement provided by Tenant (and any Guarantor to this Lease, if applicable) that Landlord obtained for this Lease and/or its supplement, attachment or rider was materially false or misleading at the time it was delivered to Landlord.
- (o) If the performance of Tenant's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Tenant's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Tenant, equals or exceeds the combined financial resources of Tenant and the Guarantors that existed at the time of execution of this Lease.

18.2. Landlord's Remedies For Breach. If Tenant fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency without notice), or within the timeframe indicated in the preceding Section if different, Landlord may, at its option, perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Tenant shall pay to Landlord an amount equal to 125% of the costs and expenses incurred by Landlord in such performance upon receipt of an invoice from Landlord. Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed which accrues after the date of any Default by Tenant unless and until such Default is cured by Tenant. The various rights and remedies reserved to Landlord in this Lease or otherwise shall be cumulative and, except as otherwise provided by California law, Landlord may pursue any or all of its rights and remedies at the same time. In the event of a Breach of this Lease on the part of Tenant, without limiting Landlord in the exercise of any right or remedy that Landlord may have by reason of such Breach, Landlord may avail itself of any of the following remedies, with or without further notice or demand to Tenant:

- (a) Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession to Landlord. In such event Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss

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that the Tenant proves could have been reasonably avoided; (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 the Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and improvements of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired Term (and any extension thereto). The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's Breach of this Lease shall not waive Landlord's right to recover damages for such Breach. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under this Lease was not previously given, a Notice to Pay Rent or Quit, or to perform or quit given to Tenant under the unlawful detainer statute shall also constitute the notice required by this Lease. In such case, the applicable grace period required by this Lease and the unlawful detainer statute shall run concurrently, and the failure of Tenant to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute; or

(b) Landlord may elect not to terminate Tenant's right to possession of the Premises in which event Landlord may continue to enforce all of its rights and remedies under this Lease, including the right to collect all Rent as it becomes due. Efforts by the Landlord to maintain, preserve or relet the Premises, or the appointment of a receiver to protect the Landlord's interests under this Lease, shall not constitute a termination of the Tenant's right to possession of the Premises. In the event that Landlord elects to avail itself of the remedy provided in this Subparagraph (b), Landlord shall not unreasonably withhold its consent to an assignment or subletting of the Premises subject to the reasonable standards for Landlord's consent as are contained in this Lease; or

(c) Landlord may pursue any other remedy now or hereafter available under the laws or judicial decisions of the state of California. The onset of the Expiration Date or other termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term (and any extension thereto) or by reason of Tenant's occupancy of the Premises.

18.3. **Waiver.** No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of the right or remedy or of any Default by Tenant. The acceptance by Landlord of Rent shall not be a (i) waiver of any preceding Breach or Default by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular Rent accepted regardless of Landlord's knowledge of the preceding Breach or Default at the time of acceptance of Rent; or (ii) a waiver of Landlord's right to exercise any remedy available to Landlord by virtue of the Breach or Default. The acceptance of any payment from a debtor-in-possession, a trustee, a receiver or any other person acting on behalf of Tenant or Tenant's estate, shall not waive or cure a Default under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent required by this Lease shall be deemed to be other than a partial payment on account of the earliest due stipulated Rent, nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord shall accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy available to it. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the Expiration Date and the delivery of the keys to any employee shall not operate as a termination of the Lease or a surrender of the Premises.

18.4. **Breach by Landlord.** Landlord shall not be deemed in breach of this Lease unless Landlord fails within a reasonable time to perform an obligation required to be performed by Landlord pursuant to the terms of this Lease. For purposes of this Section, a reasonable time shall in no event be less than 30 days after receipt by Landlord of written notice specifying the obligation of Landlord that has not been performed in accordance with the terms of the Lease, unless an emergency endangering the health and safety of Tenant's student's in which event performance after 3 business days' notice shall be required, provided, however, that if the nature of Landlord's obligation-, with respect to non-emergency repairs, is such that more than 30 days are reasonably required for its performance, then Landlord shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

INDEMNITY AND LIMITATION OF LIABILITY

19.1. **Tenant's Indemnity Obligations.** Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord (and Landlord's employees, agents and contractors) from and against any and all claims, liabilities, complaints, lawsuits, causes of action, administrative proceedings, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, and/or expenses arising out of, or attributable, in any way, to the use and/or occupancy of the Premises and the Building by Tenant and Tenant's


TENANT INITIALS


LANDLORD INITIALS

employees, students, agents, contractors, subcontractors and/or invitees. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall, upon Landlord's written request, defend the same at Tenant's expense. Counsel for such defense shall be selected by Landlord. Both Tenant and Landlord shall cooperate with in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified.

19.2. Limitations on Landlord's Liability. Except if caused by the gross negligence or breach of this Lease by Landlord or its agents, neither Landlord nor its agents shall be liable under any circumstances for: (a) injury or damage to the person or goods, wares, merchandise or other property of Tenant, Tenant's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises, or from other sources or places, (b) any damages arising from any act or neglect of any other tenant of Landlord or from the failure of Landlord or its students, employees or agents to enforce the provisions of any other lease in the Building, or (c) any injury to Tenant's business or for any loss of income or profit therefrom from any cause whatsoever, except if caused by the gross negligence or intentional misconduct by Landlord. Tenant's sole recourse in the event of such damages or injury resulting from Landlord's gross negligence or intentional misconduct shall be to file a claim on the insurance policy(ies) of Landlord, it being agreed that Landlord's limitation of liability as provided herein is conditioned upon Landlord maintaining the insurance policies described in Section 14.1. In addition to the foregoing, Tenant acknowledges and agrees that the obligations of Landlord under this Lease shall not constitute personal obligations of Landlord or its partners, members, directors, officers or shareholders, and Tenant shall look to the Building, and to no other assets of Landlord, for the satisfaction of any liability of Landlord with respect to this Lease, and shall not seek recourse against Landlord's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

ARBITRATION OF DISPUTES

20.1. ARBITRATION. EXCEPT FOR ANY ACTIONS, CLAIMS OR DISPUTES RELATED TO THE POSSESSION OF THE PREMISES AND PAST DUE RENT OR DAMAGES RELATED THERETO, THE PARTIES AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF, OR RELATING TO THE TERMS OF THIS LEASE, OR RESULTING FROM, ANY BREACH OR TERMINATION OF THIS LEASE, SHALL BE SUBJECT TO BINDING ARBITRATION GOVERNED BY PROVISIONS OF THE CALIFORNIA ARBITRATION ACT. EACH OF THE PARTIES RESERVES THE RIGHT TO PETITION A COURT OF COMPETENT JURISDICTION FOR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF, AND/OR ANY TEMPORARY PROTECTIVE ORDER, WHERE ANY ARBITRATION AWARD TO WHICH SUCH PARTY MIGHT BE ENTITLED MIGHT OTHERWISE BE INEFFECTUAL IN THE ABSENCE OF SUCH INJUNCTIVE RELIEF OR PROTECTIVE ORDER.

LANDLORD'S INITIALS: CM

TENANT'S INITIALS: 3Q

SUBORDINATION AND ATTORNMENT

21.1. Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Instrument to which this Lease is subordinated, Tenant shall attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the Term (and any extension thereto) or, at the election of the new owner, this Lease will automatically become a new lease between Tenant and such new owner.

21.2. Further Agreements. The agreements contained in this entire Paragraph 22 shall be effective without the execution of any further documents, provided, however, that, upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of the Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any Subordination or Attornment Agreement provided for herein.

RIGHTS RESERVED TO LANDLORD

3Q
TENANT INITIALS

CM
LANDLORD INITIALS

22.1. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, during after school or off school hours after reasonable prior notice of at least 24 hours to Tenant, for the purpose of (a) making such corrections, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable and/or (b) the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other areas of the Building as long as there is no material adverse effect on Tenant's use of the Premises. Tenant acknowledges and agrees that, except to the extent resulting from Landlord's gross negligence, all such activities shall be without abatement of Rent or liability to Tenant. Landlord shall observe all laws and regulations governing the presence of adults on public school campuses

MISCELLANEOUS PROVISIONS

23.1. **Choice of Law.** This Lease shall be governed by and interpreted in accordance with California law.

23.2. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23.3. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

23.4. **Attorney's Fees & Costs.** If Tenant or Landlord shall bring any action for any relief, declaratory or otherwise, against the other arising out of or under this Lease, including any suite by Landlord for the recovery of Rent or possession of the Premises, the losing Party shall pay the successful Party its costs of suit, including, without limitation, a reasonable sum for attorney' and other professional fees relating to such suit, and such fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is contested or prosecuted to judgment.

23.5. **No Prior or Other Agreements.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

23.6. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

23.7. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall be construed as if both Parties had prepared it.

23.8. **Binding Effect.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of California.

23.9. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Landlord's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Tenant for any Landlord consent, including but not limited to any consent to an assignment or subletting, shall be paid by Tenant upon receipt of an invoice and supporting documentation. Landlord's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Tenant of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent. The failure to specify herein any particular condition to Landlord's consent shall not preclude the imposition by Landlord at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given.

23.10. **Evidence of Authority.** With the execution of this Lease Tenant shall provide a resolution duly adopted by its board of directors and certified by the board chairperson and secretary as evidence authorizing the individual signing this Lease to bind Tenant with the obligations herein.

23.11. **Conflict.** Any conflict between the printed provisions of this Lease and any handwritten provisions or revisions to this Lease, if any, shall be controlled by the handwritten provisions or revisions provided such handwritten provisions or revisions are initialed by authorized representatives of all the Parties to this Lease. Any conflict between the terms set forth in the body of this Lease and the terms of any exhibit, supplement, attachment or rider to this Lease shall be controlled by the terms set forth in the body of this Lease.

23.12. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be


TENANT INITIALS


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deemed an offer to lease to the other Party. This Lease is not intended to be binding until it is fully executed and delivered by Landlord to Tenant.

23.13. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

23.14 **Signage.** Tenant, with Landlord's consent, which will not be unreasonably withheld, may post signs and bulletins in the Building lobby to inform Building tenants and school visitors of daily and weekly activities of Tenant's school and information as how to enroll a student.

23.15 **Quiet Enjoyment.** Subject to payment by Tenant of the Rent and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

IN WITNESS WHEREOF, The Parties hereto have executed this Lease at Los Angeles, California on the dates specified below.

TENANT:

Jardin de la Infancia

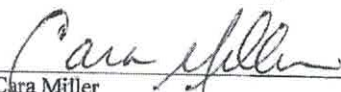
Date signed: 7/19/24

By: 
: Zuzy Chavez
Director

LANDLORD:

Las Familias del Pueblo

Date signed: 7/22/24

By: 
Cara Miller
Las Familias- Chair of the Board


TENANT INITIALS


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CITY OF LOS ANGELES CALIFORNIA



ERIC GARCETTI
MAYOR

CERTIFICATE OF OCCUPANCY

OWNER LAS FAMILIAS DEL PUEBLO CORP	
307 E 7TH ST LOS ANGELES CA	90014

No building or structure or portion thereof and no trailer park or portion thereof shall be used or occupied until a Certificate of Occupancy has been issued thereof. Section 91.109.1 LAMC

CERTIFICATE: BY: DAVID TSAU	Issued-Valid	DATE: 06/16/2021
GREEN - MANDATORY		

SITE IDENTIFICATION
ADDRESS: 1400 S BROADWAY 90015

LEGAL DESCRIPTION

TRACT	BLOCK	LOT(s)	ARB	CO. MAP REF #	PARCEL PIN	APN
MORRIS VINEYARD SUBDIVISION	A	10		M R 3-38/39	124-5A207 215	5133-008-007

This certifies that, so far as ascertained or made known to the undersigned, the vacant land, building or portion of building described below and located at the above address(es) complies with the applicable construction requirements (Chapter 9) and/or the applicable zoning requirements (Chapter 1) of the Los Angeles Municipal Code for the use and occupancy group in which it is classified and is subject to any affidavits or building and zoning code modifications whether listed or not.

COMMENT ONE STORY, TYPE V-B, COMMERCIAL BLDG WITH AN OPEN AREA FOR DAYCARE USE FOR KIDS FROM KINDERGARTEN TO 1ST GRADE. OCCUPANCY GROUP: E. MAXIMUM OCCUPANT LOAD: 52.

USE PRIMARY Child Care Facility	OTHER (-) None
---	--------------------------

PERMITS
19010-10000-01347 | 19010-10002-01347

STRUCTURAL INVENTORY

ITEM DESCRIPTION	CHANGED	TOTAL
Floor Area (ZC)	1700 Sqft	1700 Sqft
Height (BC)	13.3 Feet	13.3 Feet
Height (ZC)	17.3 Feet	17.3 Feet
Length	51 Feet	51 Feet
Methane Site Design Level I		
Stories	1 Stories	1 Stories
Type V-B Construction		
Width	35 Feet	35 Feet
E Occ. Group	1824 Sqft	1824 Sqft
E Occ. Load	52 Max Occ.	
Long Term Bicycle Parking Provided for Bldg	4 Spaces	4 Spaces
Long Term Bicycle Parking Req'd for Bldg	4 Spaces	4 Spaces
Parking Req'd for Bldg (Auto+Bicycle)	11 Stalls	11 Stalls
Parking Req'd for Site (Auto+Bicycle)	11 Stalls	11 Stalls
Parking Req'd for Site (Bicycle only) pre-March 13, 2013	8 Spaces	8 Spaces
Short Term Bicycle Parking Provided for Bldg	4 Spaces	4 Spaces
Short Term Bicycle Parking Req'd for Bldg	4 Spaces	4 Spaces



APPROVAL

CERTIFICATE NUMBER:	205057
BRANCH OFFICE:	LA
COUNCIL DISTRICT:	14
BUREAU:	INSPECTN
DIVISION:	BLDGINSF
STATUS:	CofO Issued
STATUS BY:	DAVID TSAU
STATUS DATE:	06/16/2021
APPROVED BY:	DAVID TSAU
EXPIRATION DATE:	

**jardín de la infancia*

STUDENT / PARENT HANDBOOK
2024-25

ATTENDANCE

Attend classes every day except for illness or family emergency.

Daily attendance is critical for your child to achieve his or her full potential. Please make sure that your child is present in class every day. If a student is not in class and the school has not been notified that he or she will be absent, his or her parent or guardian will be called. Please call the school if your child will be absent or late.

Since missing class affects academic achievement, repeated absences may be reflected in the student's grades. If a student is repeatedly absent, the teacher, the director and the parent or guardian will meet to address the issue.

DRESS CODE

Student dress shall not distract from the educational process. Students are expected to wear appropriate and presentable clothing. Students wearing clothing deemed disruptive or inappropriate by staff (may include but not limited to ripped or torn clothing, clothing advocating tobacco, alcohol, other drugs, inappropriate language) will be asked to change. Appropriate footwear must be worn at all times for safety reasons.

EMERGENCY FORM

Each year you are asked to fill out an emergency form for your child. Please make sure that the information is accurate and kept up to date. If you change jobs or have a new phone number, please contact the school so changes can be made on the form. We also need a name and number of someone who can make decisions about your child in case we are unable to reach you. We refer to these forms daily and your cooperation is greatly appreciated.

VISITORS

Parents are welcome and are encouraged to visit the school. There is no better way to get to know your child's school than by visiting your child's classroom. We do ask that you plan your visit with the classroom teacher or Director before hand.

DAILY SCHOOL SCHEDULE

Recess: 10:00 a.m.

Lunch: 12:00 p.m.

Monday through Friday Schedule: 8:00 a.m. to 3:00 p.m.

Tuesday early dismissal at 2:00 p.m.

HOMEWORK

Complete homework nightly.

Jardin de la Infancia students' have homework every night. This builds responsible study skills and provides practice of the day's lessons. Preparation is an important part of our curriculum, and no student is excused from any assignment without the permission of his or her teacher.

GRADING and PARENT CONFERENCES

Parent conferences are held in fall and winter each year, and throughout the year as needed. All parents are welcome to call, visit, or request a conference at any time during the year. Once a month, teachers meet with parents in-person/via zoom to provide an opportunity for parents to meet each other and for the teacher to communicate information about the class.

LUNCH (milk) /SNACK

Lunch is served every day. Applications for free and/or reduced meals are completed upon enrollment of school. If a student does not qualify for free meals, there will be no charge for reduced or full priced meals.

All students may bring a snack from home; snacks will also be provided by Jardin de la Infancia. Students must bring a healthy snack (fruits, vegetables, etc.), but may **NOT** bring items like chips, cookies, sweets, or juice.

TOYS AND GAMES

Personal property that distracts from learning should not be brought to school. The school is not responsible for personal property brought into the building or onto school grounds.

PERSONAL BELONGINGS

Students are not allowed to have the following items at school:

- Gum / Candy / Sweets /Chips (Hot Cheetos)
- Soda / Juice/ Sports Drinks
- Weapons / Toy Weapons / Matches / Any flammable items
- Stuffed Animals / Dolls
- Electronic Devices: Gameboys/ MP3 Players / Cell Phones
- Jewelry / Cash
- Any illegal substance

BEHAVIOR - EXPECTATIONS/DISCIPLINE POLICY

Student discipline at Jardín de la Infancia is based on positive support and involve multiple parties including school staff, teachers, parents, and students. Jardín de la Infancia has a comprehensive student discipline policy that is included in this student handbook. School staff will review the discipline policy with students and parents upon admission to Jardín de la Infancia. By enrolling in the school, the students and parents acknowledge their understanding of and the responsibility to uphold the standards set forth in the discipline policy. The discipline policy includes the students' rights and responsibilities and the school's suspension and expulsion policies. The discipline policy is not discriminatory, arbitrary, or capricious. It is fully compliant with Education Codes 48900 through 48925. The policy will be adjusted as needed in regards to the discipline of a student with special needs as determined by the provisions of the IDEA.

Students who do not adhere to their responsibilities and who violate school rules may expect consequences for their behavior. Consequences may include, but are not limited to:

- warning, both verbal and written
- loss of privileges
- notices to parents by telephone or letter
- parent conference

Students who present an immediate threat to the safety of others may be suspended or expelled. The discipline policy will clearly describe progressive discipline measures, grounds for suspension and expulsion, minimum/maximum number of consecutive days of suspension, notification process to parents of suspension, reason for suspension, appeal process, length of suspension, provision for student's education while suspended, etc.

Any student who engages in repeated violations of the school's behavioral expectations will be required to attend a meeting with the school's staff and the student's parent or guardian. The school will prepare a specific, written remediation agreement outlining future student conduct expectations, timelines, and consequences for failure to meet the expectations which may include, but are not limited to, suspension or expulsion.

Students who present an immediate threat to safety may be immediately suspended and later expelled by the school's governing board upon recommendation of the Director. The policies of Jardín de la Infancia will provide all students with an

opportunity for due process and will be developed to conform to applicable federal law regarding students with exceptional needs.

A student may be suspended or expelled for any of the acts enumerated in this section and related to school activity or school attendance that occur at any time, including, but not limited to, any if the following:

- while on school grounds.
- while going to or coming from school.
- during the lunch period whether on or off the campus.
- during, or while going to or coming from, a school-sponsored activity.

Suspension and expulsion matters are taken very seriously at Jardín de la Infancia. All efforts to prevent such procedures will be exhausted including, but not limited to, student-teacher meetings, parent-teacher conferences, staff counseling, and appropriate behavioral interventions. The director together with the board of directors will review expulsion and suspension procedures and policies each year and modify the list of offenses for which students are subject to suspension or expulsion when appropriate.

Reasons For Suspension and Expulsion

A student may be recommended for suspension or expulsion for any of the following reasons as specified in the Education Code Section 48900:

- caused, attempted to cause, or threatened to cause physical injury to another person
- willfully used force or violence upon the person of another.
- possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the Director or the designee of the Director.
- unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- unlawfully offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage, or intoxicant or otherwise furnished to any person another liquid, substance, or material represented as a controlled substance, alcoholic beverage, or intoxicant.
- committed or attempted to commit robbery or extortion.
- caused or attempted to cause damage to school property or private property.
- stolen or attempted to steal school property or private property.

- possessed or used tobacco, or any products containing tobacco or nicotine products including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products. .
- committed an obscene act or engaged in habitual profanity or vulgarity.
- unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia as defined in Section 1104.5 of the Health and Safety Code
- disrupted school activities or otherwise willfully defied the valid authority of school personnel engaged in the performance of their duties.
- knowingly received stolen school property or private property.
- possessed an imitation firearm.
- committed or attempted to commit a sexual assault or sexual battery.
- harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- engaged in, or attempted to engage in, hazing as defined in Section 32050.
- aided or abetted the infliction or attempted infliction of physical injury to another person (suspension only).
- engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings: (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following: (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property. (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health. (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance. (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school. (2) "Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, computer, or pager. (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

The director shall recommend the expulsion of a pupil for violating any of the reasons listed above as specified in the Ed code Section 48900 and in accordance with EC 48915(a) for violating any of the following acts committed at school or at a school activity off school grounds unless the director finds that "expulsion is inappropriate due to the particular circumstance." These acts include:

- Causing serious physical injury to another person, except in self-defense
- Possession of any knife or other dangerous object of no reasonable use to the pupil
- Unlawful possession of any controlled substance, except for the possession of not more than one ounce of marijuana
- Robbery or extortion
- Assault or battery on any school employee

These infractions require that the decision to expel a student be based on one or both of the following findings:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct
- Due to the nature of the act, the presence of the pupil causes continuing danger to the physical safety of the pupil or others

In accordance with Education code 48915(c) there is a requirement of mandatory suspension and recommendation for expulsion of students who:

- Possess, sell, or otherwise furnish a firearm
- Brandish a knife at another person
- Sell a controlled substance
- Commit or attempt to commit a sexual assault or sexual battery
- Possess an explosive

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027)

found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov This institution is an equal opportunity provider.

Comprehensive School Safety Plan

2024-25 School Year

School: Jardin de la Infancia

Authorizer: LACOE

Address: 1400 S. Broadway, Los Angeles, CA 90015

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Plan creation and review

Jardin de la Infancia’s comprehensive safety plan has been developed and reviewed by the School Site Council (referred to as Advisory Committee) which included the following members:

SSC-Advisory Committee Roster

Zuzy Chavez	Director
Georgeanna Le	Teacher
Elizabeth Chavez	Teacher
Jineth Rivera	Parent
Catarina Paxtor	Parent

Advisory Committee member consulted with LAPD Central Community Police Station.

Data Assessment

Advisory Committee reviewed a variety of data sources related to school climate, culture and safety by reviewing all the following: out of classroom referrals. Attendance rates, suspension/expulsion data and local law enforcement data. Based on the data the Advisory Committee found that one of the greatest strengths of Jardin continues to be the inclusion of parents, students, staff and the community in creating a positive learning environment that feels, safe, calm, engaging and helpful. Expectations are set high for the students, including attendance, positive behavior. Jardin has zero suspension/expulsions.

The leadership, teachers and staff were very professional and engaged with the students in a respectful and caring manner. The school environment is very conducive to learning with the smaller class size and engaged teachers working as a team to support their students. Jardin de la Infancia’s has minimal teacher turnover and teacher attendance is consistent with student attendance expectations.

Procedures and Practices

The safety of students, staff, guests and community members is a top priority for Jardin de la Infancia. The following procedures and practices are implemented to ensure the maintenance of a safe learning environment. These procedures have been reviewed by Advisory Committee and appropriate training has been provided to staff members.

Training & Preparation

It is important for all staff and students to be aware of the school’s safety procedures. The following efforts will be implemented to train and prepare all students and staff:

- Teachers and staff will review this plan and drill schedule each school year. The Director will be responsible for ensuring any new staff members review these materials as well.
- Teachers will review expectations with students for lockdown situations, active shooter situations, fires and evacuations in an age-appropriate manner at the start of each school year. Teachers will also regularly review TK-12 Covid protocols (as changes are made).

- The school will conduct a minimum number of drills as outlined in the annual school year emergency drill calendar.

Criminal Background Checks

Jardin requires its employees to furnish the school with a criminal record summary as described in Ed Code 44237.

Immunizations and Tuberculosis Testing

Jardin will require immunization of students as a condition of school attendance to the same extent as would apply if the pupils attended a non-charter public school. Records documenting student immunizations will be maintained by Jardin. Jardin will comply with California law requires children to be immunized. Children are exempt from immunization requirements only if a parent or guardian submits a written statement from a licensed physician (M.D. or D.O.) which states:

- That the physical condition or medical circumstances of the child are such that required immunization(s) is not indicated
- Which vaccines are being exempted
- Whether the medical exemption is permanent or temporary
- The expiration date, if the exemption is temporary

Jardin will also comply with The Federal McKinney-Vento Homeless Assistance Act requires schools to enroll new students who are homeless even if their immunization records are missing or unavailable at the time of enrollment. California law requires schools to immediately enroll foster children transferring to their school even if a foster child is unable to produce immunization records normally required for school entry. Once a homeless student or a foster child is enrolled, school staff should work with the school or foster family where the student was transferred from to obtain the student's immunization records quickly. The school staff person should also work with local health departments to ensure these students receive any vaccinations they may need.

Jardin will require its employees to be examined for tuberculosis in the manner described in California Education Code Section 49406

Jardin de la Infancia will provide for the screening of its students for vision, hearing, and scoliosis to the same extent as would be required if the students were attending a non-charter public school.

Emergency Situations

Jardin de la Infancia has policies and procedures for response to natural disasters and emergencies, including fires and earthquakes. The school will train instructional and administrative staff in basic first aid annually.

Fire Drills

Fire drills are held at least once a semester. When the fire drill signal sounds, teachers will lead the students in their room along the route indicated on the evacuation map posted for that purpose. Before leaving the room, teachers will see that all windows

and doors are closed and that they have their class attendance roster with them. Students who are not in a classroom at the time the fire drill signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and the administrative staff will attempt to locate missing students.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the "all clear" signal.

Disaster Drills (i.e. earthquake)

Disaster drills are conducted at least once every two months. Students are made familiar with the "duck and cover" routine. A disaster drill commencing with the "duck and cover" routine will be initiated. Staff and students will hear "This is an emergency drill. Duck and cover." During the "duck and cover" routine in the classroom, teachers will turn off the lights and have students get under a desk or table or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an "all clear" announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the "duck and cover" routine immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an all clear or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other national disaster, all school employees are immediately designated "Civil Defense Workers" and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Bomb Threats/Explosives

The person receiving the call or letter will note the time of day, wording of the message, background noises, and quality of the voice to try to determine if it is a young child or an adult. This person will delay the caller as long as possible, while

they alert another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter, notify the police using 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word "safe school drill" will be given and evacuation procedures will be followed. The office personnel will coordinate information requests to and/or from law enforcement, the telephone company, and parents.

If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages, without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

Intruders/Lockdowns

School wide lockdown is to be called when there is eminent danger such as a stranger on campus, violent criminal activity that is likely to occur on campus, or a weapon is likely to be used on campus. During a lockdown the following procedures should be followed:

1. Students and adults are brought inside classrooms or other designated areas
2. Doors and windows are closed and locked immediately
3. Window coverings, are pulled shut and lights are turned off.
4. Students and staff should take cover inside of locked rooms under desks, behind partitions etc.
5. No one is allowed to enter or leave a room once it is locked.
6. Doors should not be unlocked or opened until the all clear is given.
7. Parents and other guests should not come to campus or attempt to leave if they are already there.

Any staff member who observes or believes there is an eminent danger to students, other staff members, guests or the community may call for a lockdown.

Shelter-in-place / Power Failure/Blackout

A shelter-in-place will be used when there are the potential safety concerns on campus such as law enforcement activity in the area, severe weather, power failure or city blackout. During a shelter-in-place the following procedures should be followed:

- Students and adults are brought inside classrooms or other designated areas
- Students and staff continue working inside locked rooms.
- No one is allowed to enter or leave a room once it is locked unless escorted by school administration or law enforcement staff.
- Doors should not be unlocked or opened until the all clear given.
- Parents and other guests should not come to campus or attempt to leave if they are already there. A shelter-in-place is called by Director or teacher in charge when they deem a potential threat may exist or they are advised to do so by law enforcement officials.

Active Shooters

As most active shooter events end within 10 to 15 minutes it is likely that school staff and students will need to respond directly and immediately before law enforcement officials can arrive. During an event is likely that a campus lockdown will be

implemented. Jardin de la Infancia will also implement the following strategies:

Run, Hide, Take Action

- Run – The absolute best and most ideal response to an active shooter situation will be to evacuate the premises and get out of harm's way or to a safe location. This could be off campus or to the nearest classroom where a lockdown procedure can be implemented. When evacuating during an active shooter situation students and staff should:

1. Evacuate regardless of whether others agree to follow
2. Leave all non-lifesaving belongings behind
3. Help others escape
4. Prevent individuals from entering an area where the active shooter may be
5. Keep hand visible
6. Follow instructions of law enforcement or first responders and
7. Not attempt to move wounded individuals.

- Hide – When evacuation is not a possibility individual should hide keeping in mind: 1. Hiding places should be out of view
- 2. An ideal hiding place will not trap the individual or restrict their options for movement
- 3. Cell phones and other devices should be set to silent (not vibrate)
- 4. Remain quiet and
- 5. Come out of hiding only when a trusted staff member or law enforcement official instructs you to do so.

- Take Action – The last resort in an active shooter situation is for a staff member or student to take action in an attempt to disrupt, confuse or incapacitate the active shooter(s). Individuals choosing to take action must commit and act as aggressively as possible against the active shooter(s). These actions should be decisive, without hesitation and encompass the following:

1. Improvising weapons from nearby items (e.g., sharp objects, heavy objects like fire extinguishers etc.)
2. Yelling and throwing items.

Evacuation Plan

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word "safe school drill" over the intercom. Teachers will proceed with their students to the nearest school exit indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their class attendance roster with them. Students who are not in a classroom at the time the intercom signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Prior to evacuation, offices, bathrooms, and all other common areas, including outdoor facilities will be searched by unassigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all

students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work together to take care of students with injuries, respiratory problems, or other medical conditions.

Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated "Civil Defense Workers" and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the "all clear" signal. In the event students cannot return to the school site, the administrative staff will notify parents and/or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

Campus Ingress and Egress

To ensure a safe school community, Jardin de la Infancia implements practices and procedures for students, staff, parents, guests and community members coming to or leaving the campus.

1. When entering or leaving a school campus, drivers of vehicles shall follow all applicable traffic laws, the directions of school staff and law enforcement officials.
2. Students who walk to or from school should do so with a parent or authorized adult
3. During a lockdown or shelter-in-place, no one is allowed to enter or leave the campus. The school will send a notification to families when the situation has been resolved and provide instructions on student pick-up.

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by school director in accordance with Education Code 32281. In developing such strategies, the director shall consult with law enforcement officials.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session

Bullying

Jardin de la Infancia recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. School employees shall establish student safety as a high priority and shall not tolerate bullying of any student. No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student, school personnel or volunteer. The definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act to include posting of messages on social media networks. Cyberbullying includes the transmission of harassing communications, direct threats,

or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another student's electronic account and assuming that student's identity in order to damage that person's reputation.

Bullying Prevention to the extent possible, school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed of school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying. The school may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior. School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Intervention

Students should be strongly encouraged by campus personnel to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Director or designee shall develop means for students to report threats or incidents confidentially and anonymously. School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so and separate the victims and perpetrators to protect the safety of all involved. As appropriate, the Director or designee shall notify the parents/guardians of victims and perpetrators.

Jardín de la Infancia shall follow uniform complaint procedures when addressing complaints alleging failure to comply with state or federal law or regulations.

Prescription Medications

Students requiring prescription medications and other medicines during school hours will be accommodated. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerator as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a tickler system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases where medications are long-term prescriptions, designated staff will provide parents with one week's notice to alert them that additional medication is needed.

Staff Responsibilities

All employees are responsible for their own safety, as well as that of others in the workplace. Jardín de la Infancia relies upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on Jardín de la Infancia's premises, or in a product, facility, piece of equipment, process, or business practice for which Jardín de la Infancia is responsible, the employee will bring it to the attention of their supervisor or Director immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Director regarding the problem.

Employees will be encouraged to report any workplace injury, accident, to their supervisor as

soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

On an annual basis Jardín de la Infancia will train & review rules and guidelines governing workplace safety and health at a training prior to the beginning of each school year. All employees will familiarize themselves with the rules and guidelines, as strict compliance will be expected. Failure to comply with rules and guidelines regarding health and safety or work performance will not be tolerated.

Child Abuse Reporting

Jardín de la Infancia will adhere to the requirements of California Penal Code Section 11166 regarding child abuse reporting. Jardín de la Infancia staff must report to the proper authorities if they suspect the following occurring to a student:

- sexual assault
- neglect
- willful cruelty or unjustifiable punishment
- cruel or inhuman corporal punishment or injury
- abuse in out-of-home care

The reporting person need only “reasonably suspect” that abuse or neglect has occurred. The reporting person does not have to prove abuse. The Director will work with all faculty and staff members to make sure all appropriate steps are taken if a child abuse situation occurs. All faculty and staff will understand that it is their duty and responsibility to report any suspicions of child abuse. Staff will understand that under California law, failure to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both. Staff will not be made to investigate any incident, only report to the Director and proper authorities.

All suspected cases of child abuse would be brought to the Director or his/her designee for consultation. Jardín de la Infancia staff will complete a written report of the situation and immediately notify the Department of Children Services. If necessary, the Los Angeles Police Department will be informed of the situation as well. The reporting person will be responsible for providing all the necessary information and child abuse reports to the Department of Children Services and/or Los Angeles Police Department since he/she will be most knowledgeable of the situation.

Should it be necessary to remove the child from school, Jardín de la Infancia staff will obtain the contact information of the agency person removing the child. This information will be placed in the student’s record and be available to the parent(s)/guardian(s).

Insurance Requirements

No coverage shall be provided to Jardín de la Infancia by LACOE under any of LACOE self-insured programs or commercial insurance policies. Jardín de la Infancia shall secure and maintain, as a minimum, insurance as set forth below with insurance companies acceptable to LACOE to protect Jardín de la Infancia from claims which may arise from its operations. Each charter school location shall meet the below insurance requirements individually.

It shall be Jardín de la Infancia's responsibility, not LACOE, to monitor its vendors, contractors, partners or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

Commercial General Liability coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles County Office of Education as *named* additional insured and shall provide specifically that any insurance carried by LACOE which may be applicable to any claims or loss shall be deemed excess and the charter school's insurance primary despite any conflicting provisions in the charter school's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Office of Risk Management for the LACOE.

Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the charter school from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

Fidelity Bond coverage shall be maintained by the Charter School to cover all charter school employees who handle, process or otherwise have responsibility for charter school funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.

Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Property Damage/Boiler and Machinery/Electronic Data Processing insurance coverage with replacement value limits sufficient to protect the Charter School's assets (buildings, classroom space improvements, instructional materials, computers, furnishings)

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. *The policy shall be endorsed to name the LACOE as named additional insureds and shall provide specifically that any insurance carried by LACOE which may be applicable to any claims or loss shall be deemed excess and the Charter School's insurance shall be primary despite any conflicting provisions in the Charter School's policy.*

Evidence of Insurance

Jardín de la Infancia shall furnish to the LACOE within 30 days of all new policies inceptions, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

“The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LACOE.”

Facsimile or reproduced signatures may be acceptable upon review by the Office of Risk Management and Insurance Services. However, LACOE reserves the right to require certified copies of any required insurance policies.

Should Jardín de la Infancia deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by LACOE and its purchase shall be the responsibility of Jardín de la Infancia.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Jardín de la Infancia does hereby agree, at its own expense, to indemnify, defend and hold harmless LACOE and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney’s fees, brought by any person or entity whatsoever, arising out of, or relating to this charter agreement. Jardín de la Infancia further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless LACOE and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorney’s fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by the charter school, and their officers, directors, employees or volunteers. Moreover, Jardín de la Infancia agrees to indemnify and hold harmless LACOE for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.

Jardin de la Infancia will have a Health, Safety and Emergency Plan in place prior to beginning the operation of the school. Jardin de la Infancia will ensure that staff has been trained in health, safety, and emergency procedures and will maintain a calendar and conduct emergency response drills for students and staff.

Jardin de la Infancia, its employees and officers will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

Jardin de la Infancia shall require all employees of the Charter School, and all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite vendors having unsupervised contact with students to submit to criminal background checks and fingerprinting. The Charter School will maintain on file and available for inspection evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it receives subsequent arrest notifications for the Department of Justice to ensure the ongoing safety of its students.

Student Records Confidentiality

Jardín de la Infancia will adhere to The Family Educational Rights and Privacy Act (FERPA) and all state and federal laws regarding the confidentiality of pupil record information.

Discrimination and Harassment Policy

Jardin de la Infancia's governing board is committed to equal opportunity for all individuals in education. School programs and activities shall be free from discrimination based on actual or perceived sex, race, color, religion, ancestry, national origin, ethnic group identification, age, marital or parental status, physical or mental disability, sexual orientation, gender, gender identity or expression, or genetic information, or the perception of one or more such characteristics, or association with a person or group with one or more of these actual or perceived characteristics.

Discrimination, sexual harassment, harassment intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication, or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex, sexual orientation, gender, gender identity, gender expression, nationality, (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, immigration status, religion, religious affiliation, medical condition, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law, or local ordinance.

To the extent possible, Jardin will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond, address, and report on such behaviors in a timely manner. School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Annually, the Director or designee shall review school programs and activities to ensure the removal of any barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing school programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. School programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations, and readily accessible to individuals with disabilities. The Director or designee shall ensure that it provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, note takers, written materials, taped text, Braille, or large print materials. Individuals with disabilities shall notify the Director or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting. The Director or designee shall notify students, parents/guardians, employees, applicants for admission and employment, and sources of referral for applicants about the school's policy on nondiscrimination and related complaint procedures. Such notification shall be included on application form, or other recruitment materials distributed. The school's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand.

In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. As a public school, Jardin is committed to maintaining neutrality toward religion, neither

promoting/encouraging student participation in religious activities nor discouraging students from observing the tenets of their religious faith.

To that end, the school encourages school staff to be sensitive to the accommodation of students' religious needs so that students are able to participate in school activities without undue burden on the free exercise of their religious beliefs. School staffs should be familiar with the most significant religious holy days and avoid scheduling, to the extent practicable and within their control, important school activities on those days. The Director or designee shall annually provide to all a calendar of major religious holy days. The school calendar should be prepared so as to minimize conflict with these religious holy days. Where conflicts are unavoidable, care should be taken to avoid scheduling on significant religious holy days activities that would be difficult to make up. Students whose religious beliefs necessitate accommodation in some fashion are expected to inform appropriate school staff, including teachers, or other appropriate staff, at the outset of the school year and request, in writing, such accommodation. Teachers will work with the student to accommodate the student's need to be absent without being penalized academically. Accommodation should follow the rule of reasonableness, which will depend on the particular facts of each case. Students and parents/guardians shall be notified of this policy and Uniform Complaint Procedures at the beginning of each school year.

**jardín de la infancia*

Employee Handbook 2024-2025

1400 S. Broadway, Los Angeles, CA 90015

Phone: (213) 614-1745

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

Please sign/date, tear out, and return to the School, and retain this Handbook for your reference.

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Jardin de la Infancia (hereinafter referred to as “Jardin de la Infancia” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. Jardin de la Infancia also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Executive Director.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

Jardin de la Infancia is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should

specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. Jardin de la Infancia will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. Jardin de la Infancia will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Jardin de la Infancia will provide annual training on the mandated reporting requirements to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Director.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

Jardin de la Infancia will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, Jardin de la Infancia will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

If you have any questions or need more information on immigration compliance issues, please contact the Executive Director.

Professional Boundaries: Staff/Student Interaction Policy

Jardin de la Infancia recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

- A. Examples of PERMITTED actions (NOT corporal punishment)
 - 1. Stopping a student from fighting with another student;
 - 2. Preventing a pupil from committing an act of vandalism;
 - 3. Defending yourself from physical injury or assault by a student;
 - 4. Forcing a pupil to give up a weapon or dangerous object;
 - 5. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

- B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.

- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Executive Director about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

Jardin de la Infancia is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. Jardin de la Infancia’s policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

Jardin de la Infancia does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does

business). Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

When Jardin de la Infancia receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. Jardin de la Infancia is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

Jardin de la Infancia is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening,

intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and

- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Jardin de la Infancia policy.

Whistleblower Policy

Jardin de la Infancia requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug and Alcohol Free Workplace

Jardin de la Infancia is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other Jardin de la Infancia stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Executive Director, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Smoking

The Jardin de la Infancia facility is a no smoking facility.

THE WORKPLACE

Work Schedule

Business hours are normally 7:30 a.m. – 3:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and Jardin de la Infancia mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

Jardin de la Infancia accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

Jardin de la Infancia will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone the Executive Director as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Executive Director sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Executive Director will be considered a voluntary resignation from employment.

Time Cards/Records

By law, Jardin de la Infancia is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's time card system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Executive Director to make the correction and such correction must be initialed by both the employee and the Executive Director.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

Jardin de la Infancia will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.

2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. Jardin de la Infancia retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

Personal Business

Jardin de la Infancia's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

Jardin de la Infancia employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- 1) Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
- 2) Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Executive Director.
- 3) Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- 4) Skirts and dresses should be no higher than three (3) inches above the knee.
- 5) All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- 6) For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- 7) Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- 8) Appropriate shoes must be worn at all times.

Health and Safety Policy

Jardin de la Infancia is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

Jardin de la Infancia has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director when keys are missing or if security access codes or passes have been breached.

Occupational Safety

Jardin de la Infancia is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. Jardin de la Infancia's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Executive Director to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. Jardin de la Infancia will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. Jardin de la Infancia provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled twice per month. If an employee observes any error in his or her check, it should be reported immediately to the Executive Director.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Executive Director will discuss the situation with the employee.

Medical Benefits

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Executive Director as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

Jardin de la Infancia will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare,

divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. Jardin de la Infancia will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- Jardin de la Infancia stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Executive Director. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Executive Director, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Executive Director within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Executive Director will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. Jardin de la Infancia's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Executive Director advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. Jardin de la Infancia will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

Jardin de la Infancia calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Christmas Day

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

Regular full-time employees are entitled to vacation terms based upon date of hire, length of service and status with the School. Employees working on part-time basis (less than full-time) shall not earn vacation days.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Executive Director subject to scheduling and seniority.

Unpaid Leave of Absence

Jardin de la Infancia recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 $\frac{1}{3}$ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 $\frac{1}{3}$ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 $\frac{1}{3}$ weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

Jardin de la Infancia shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. Jardin de la Infancia can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with Jardin de la Infancia policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers’ Compensation)

Jardin de la Infancia, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers’ compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker’s compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Executive Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Executive Director; and

- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. Jardin de la Infancia, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

Jardin de la Infancia shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, Jardin de la Infancia will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within

ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Jardin de la Infancia shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling grandparent, grandchild, domestic partner, or parent-in-law). Exempt employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day

without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

School Appearance and Activities Leave

As required by law, Jardin de la Infancia will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of Jardin de la Infancia, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to

taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

Jardin de la Infancia provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide Jardin de la Infancia with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide Jardin de la Infancia one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, Jardin de la Infancia will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Executive Director.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Executive Director thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Executive Director.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient operations.

23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. Jardin de la Infancia shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the

School, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Executive Director or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Executive Director or Board President (if the complaint concerns the Executive

Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Executive Director (or designee) shall abide by the following process:

1. The Executive Director or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint against an employee is valid, the Executive Director (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Executive Director (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Executive Director's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

2. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

Jardin de la Infancia reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Executive Director or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

Jardin de la Infancia will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date:

Print Name

To be completed by School:

Received by: _____ Date: _____

* *jardin de la infancia*

Enrollment Form

1. Student Information

Last Name	First	Middle	Grade	<input type="checkbox"/> Male <input type="checkbox"/> Female
Street Address / Unit #			City / Zip Code	
Home Telephone ()	Date of Birth / /		Place of Birth (City, State)	
PLEASE INDICATE STUDENT'S ETHNICITY <small>Information for statistical use only</small>			STUDENT LIVES WITH <small>Check all that apply</small>	
<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Black / African American	<input type="checkbox"/> Both Parents	<input type="checkbox"/> Both Parents Alternately	
<input type="checkbox"/> Chinese	<input type="checkbox"/> Filipino	<input type="checkbox"/> Mother	<input type="checkbox"/> Foster Home	
<input type="checkbox"/> Guamanian	<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Father		
<input type="checkbox"/> Hispanic/Latino	<input type="checkbox"/> Japanese	<input type="checkbox"/> Stepmother		
<input type="checkbox"/> Korean	<input type="checkbox"/> Laotian	<input type="checkbox"/> Stepfather		
<input type="checkbox"/> Native American	<input type="checkbox"/> Samoan	<input type="checkbox"/> Guardian		
<input type="checkbox"/> White (not Hispanic)	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____		

2. Family Information

FATHER/STEPFATHER/GUARDIAN/FOSTER PARENT Name _____ Work Address _____ _____ Work # _____ Cell # _____	MOTHER/STEPMOTHER/GUARDIAN/FOSTER PARENT Name _____ Work Address _____ _____ Work # _____ Cell # _____
--	--

3. Emergency Information

Name _____	Relationship _____
Home # () _____	Work # () _____
Cell # () _____	

4. Court Orders

Are there any court orders restricting the legal rights of either parent? Yes No

If you answered "yes", please provide a copy of the court order

5. Sibling Information

Brother(s)
Name

Age

Sister(s)
Name

Age

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Home Language Survey

What language did this student learn when he or she first began to talk? _____

What language does this student most frequently use at home? _____

What language do you use most frequently to speak to this student? _____

What language do the adults at the home most often use? _____

Has this student received any formal English language instruction (listening, speaking, reading, writing)?

Yes No

7. Previous School Information

Please list the last school the student attended (include preschool, if applicable)

Name of school _____

In LAUSD? Yes No

Which grade level? _____

Dates attended _____

8. Special Services

A. Did this student receive special education services at his/her previous school?

Yes No

B. Did this student have an Individual Education Program (IEP) at his/her previous school?

Yes No

If yes, do you have a copy of the student's IEP with you?

Yes No

C. Did this student have a Section 504 Plan at his/her previous school?

Yes No

If yes, do you have a copy of the student's Section 504 Plan with you?

Yes No

D. Does this student have difficulties that interfere with his/her ability to go to school or to learn?

Yes No

E. Has this student been identified for gifted and talented education services (GATE)?

Yes No

9. Signature

I verify that this information is true and correct.

X _____

Date _____

Special Services Follow-Up

1. Did this student receive special education services at his/her previous school? Yes No

2. If the student received special education services or had an IEP at his /her previous school,
has Jardin de la Infancia received a copy of the IEP? Yes No

3. If the IEP was not received, a copy of the IEP was requested from:

Name & Title _____ Requested by _____

School _____

Phone # _____ Received on _____

4. Previous school/office verified student received special education services Yes No

Name of school verifying _____ Phone # _____

Name & Title of person providing information _____ Date _____

5. If interim placement, date IEP must be conducted by _____

6. If the student has a Section 504 Plan at his/her previous school,
has this student received a copy of the Plan ? Yes No

7. If the Section 504 Plan was not received, a copy of the IEP was requested from:

Name & Title _____ Requested by _____

School _____

Phone # _____ Received on _____

8. Identified as GATE? Yes No

A copy of the GATE verification was requested from:

Name & Title _____ Requested by _____

School _____

Phone # _____ Received on _____

Comments: _____



Intent to Enroll for the 2025-26 School Year

Student Name _____

Date of Birth _____

Grade: ____ TK ____ K ____ 1st

Student Home Address

Telephone Number (home)
_(_____)_____

Mother's Name

Telephone Number (mother's cell)
_(_____)_____

Father's Name

Telephone Number (father's cell)
_(_____)_____

How do I enroll my child at Jardin de la Infancia?

- Fill out intent to enroll form and submit it to Jardin de la Infancia in person.
- An intent to enroll form must be filled out for each student that is applying.
- Contact Jardin de la Infancia if any information on the form changes.
- The school enrollment deadline is February 7, 2025, and only applications received prior to the deadline will be included in the public random drawing to be held at 1400 S Broadway Street, Los Angeles, CA 90015 on February 11, 2025, at 8:00 a.m.
- Families will be notified of public random drawing by, February 14, 2025.
- Families will complete an enrollment packet if their child is chosen in the random public drawing.
- The waiting list will not carry over from year to year. Students who do not attend the school must fill out a new intent to enroll form to be considered for admission in the subsequent years.
- If you have any questions, please call (213) 614-1745.

Admission to Jardin de la Infancia is open to any resident of the state of California. Jardin de la Infancia will not charge students tuition and will not discriminate against any student on the basis of race, color, gender, national origin, age, religion, creed, disability, sexual orientation, gender identity or gender expression.

Completing this form does not guarantee admission to Jardin de la Infancia. Admission to Jardin de la Infancia is determined by public random drawing. Admission will be granted to the first 20 students in each kindergarten class whose name was drawn in the public random drawing. All other candidates will be placed on a waiting list in the order they are drawn. Applications submitted after February 7, 2025 will be added to the end of the waiting list in the order they apply.

Charter schools are public schools that are an enrollment option for all students, including students with disabilities. If you have questions or concerns regarding the enrollment or admissions practices at this or any charter school, please call LACOE Charter School Office at (562) 922-8806.



Intento de Matriculación para el Año Escolar 2025-26

Nombre del Estudiante _____

Fecha de Nacimiento _____

Grado: ___ TK ___ K ___ 1st

Domicilio de casa del estudiante

Teléfono de casa

_(_____)_____

Nombre de la madre

Teléfono de celular de la madre

_(_____)_____

Nombre del padre

Teléfono de celular del padre

_(_____)_____

¿Como inscribo a mi hijo/a en Jardín de la Infancia?

- Entregue esta forma y entréguela en persona a Jardín de la Infancia.
- Una forma de intento de matriculación debe ser completada para cada estudiante que aplique a nuestra escuela.
- Si cambia cualquier información en esta forma, favor de comunicarle los cambios a Jardín de la Infancia lo antes posible.
- El plazo de matriculación en la escuela es 7 de febrero de 2025 y sólo los intentos de matriculación recibidos antes de la fecha será incluido en el sorteo público que llevar a cabo en el 1400 S Broadway, Los Angeles, CA 90015 el 11 de febrero de 2025 a las 8:00 am.
- Notificaremos a las familias de los resultados del sorteo público para el 14 de febrero de 2024.
- Después de la notificación las familias completarán un paquete de matriculación.
- La lista de espera se renueva cada año. Si su hijo/a no fue matriculado tiene que completar una forma de intento de matriculación para ser considerado nuevamente.
- Si tiene cualquier pregunta, llame al (213) 614-1745.

Las inscripciones a la escuela Jardín de la Infancia están abiertas a cualquier residente del estado de California Jardín de la Infancia no cobrará a los estudiantes la matrícula ni discriminará a ningún estudiante por motivos de raza, color, sexo, nacionalidad, edad, religión, credo, discapacidad, orientación sexual, identidad de género o expresión de género.

Llenar esta forma no garantiza la admisión a Jardín de la Infancia. La admisión a Jardín de la Infancia será determinada por un sorteo publico. La admisión será concedida a los primeros 20 estudiantes en cada clase de kínder cuyos nombres se sortean del sorteo publico. Colocaremos al resto de los aspirantes en una lista de espera en la orden que los sorteamos durante el sorteo publico. Las aplicaciones presentadas después del 7 de febrero del 2025 serán agregadas al extremo de la lista de espera.

Las escuelas chárter son escuelas públicas que son una opción de inscripción para todos los estudiantes, incluyendo a los estudiantes con discapacidad. Si usted tiene preguntas o preocupaciones con respecto a la matrícula o las prácticas de admisión en este o en cualquier escuela de la carta, por favor llame a LACOE Charter School Office at (562) 922-8806

Board Meeting – February 18, 2025

Item V. Reports / Study Topics

A. Mid-Year Local Control and Accountability Plan (LCAP) Report

Senate Bill 114 requires LEAs to present a mid-year report on the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) on or before February 28 at a regularly scheduled board meeting.

The Mid-Year LCAP Report will be provided and includes the following:

- All available midyear outcome data related to metrics identified in the current LCAP; and,
- All available midyear actions and expenditures to date compared to the amount budgeted.



Mid-Year LCAP Update

February 18, 2025



Background

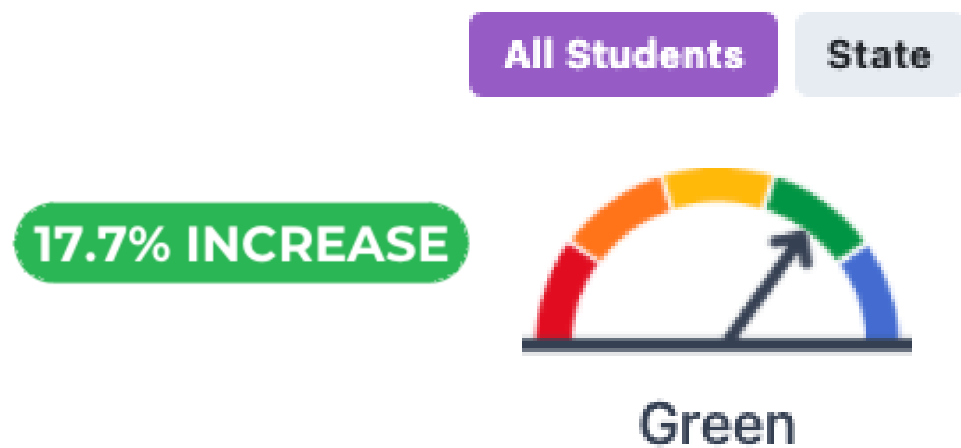
Senate Bill 114 (2023) mandates that Local Educational Agencies (LEAs) present a report on the annual update to the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) by February 28 each year during a regular governing board meeting.

The report must include:

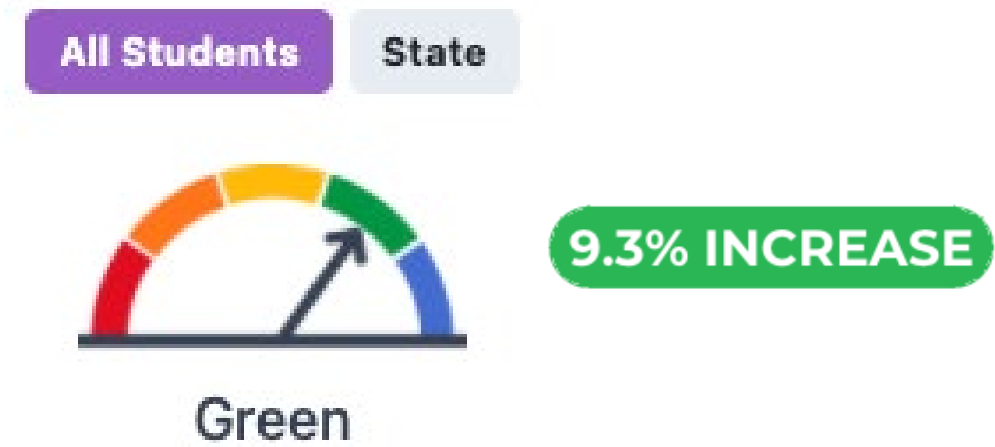
- Mid-year outcome data for LCAP metrics, as well as
- Mid-year expenditures and implementation data for actions outlined in the LCAP

Mid-Year LCAP Highlights and Celebrations

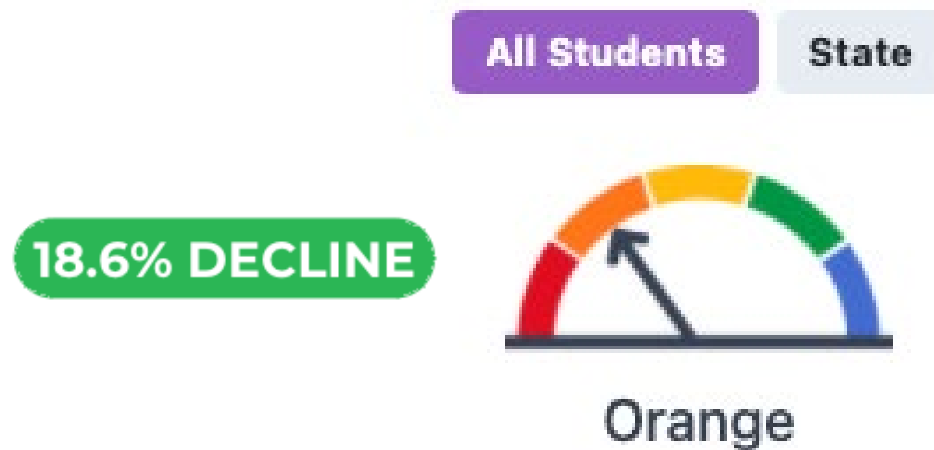
English Learner Progress



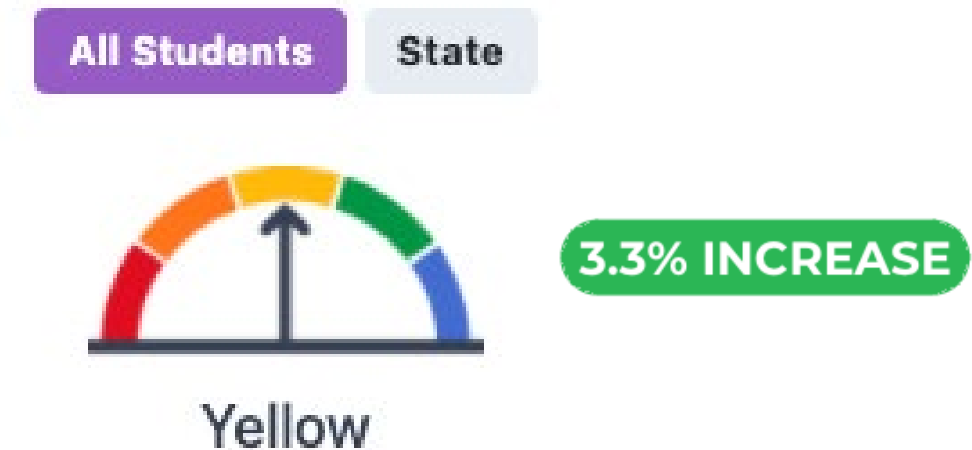
College/Career



Chronic Absenteeism



Graduation Rate



LCAP Budget Overview

Our LCAP and budget were adopted on June 18, 2024.

Item	As adopted in BOP
Total LCFF Funds	\$182,123,827
LCFF Supplemental / Concentration Grants	\$4,534,055

LCAP Goal 1

All students will have equitable access to a 21st-century education by providing them with standards-aligned instructional materials and with the technology skills needed to become college and career ready.



LCAP Goal 1 - Metrics JCS/CCS

Graduation Rate

Desired Outcome: **Increase by 2%** points or maintain a rate of 98% or higher

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
JCS/CCS	<u>2022-23</u> 42.4%	<u>2023-24</u> 43.1% ↑0.7%	<ul style="list-style-type: none"> Monitor student progress monthly, provide individual counseling, and offer credit recovery programs.

CTE OSHA Certification

Desired Outcome: **40%** CTE OSHA certification

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
JCS/CCS	<u>2022-23</u> 20%	<u>2023-24</u> 30% ↑10%	<ul style="list-style-type: none"> Provide hands-on support to help students complete courses.

LCAP Goal 1 - Metrics JCS/CCS

Drop-out Rates

Desired Outcome: Zero dropouts

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
JCS/ CCS	<u>2022-23</u> 70 students	<u>2023-24</u> 56 students ↓14 students	<ul style="list-style-type: none">• Early identification of students not on track.• Develop individualized graduation plans for each student.• Provide access to academic counseling, academic support, and mental health services.



LCAP Goal 1 - Metrics Specialized Schools

Graduation Rate

Desired Outcome: **Increase by 2% points** or maintain a rate of 98% or higher

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
IPLY	<u>2022-23</u> 98.9%	<u>2023-24</u> 95.2% ↓3.7%	<ul style="list-style-type: none"> • Monitor progress to support early intervention. • Grade-level teams focus on struggling learners. • Analyze student performance data across all academic disciplines to enhance student achievement.
LACHSA	<u>2022-23</u> 91.2%	<u>2023-24</u> 92.3% ↑1.1%	<ul style="list-style-type: none"> • Hold multi-disciplinary meetings to identify supports for students. • Use Interim Assessment Blocks (IAB's) and Interim Comprehensive Assessments (ICA's) to monitor progress.

LCAP Goal 1 - Metrics Specialized Schools

Drop-out Rates

Desired Outcome: Zero dropouts

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
IPLY/ LACHSA	<u>2022-23</u> 12 students	<u>2023-24</u> 17 students ↑ 5 students	<ul style="list-style-type: none"> • Early identification of students not on track. • Develop individualized graduation plans for each student. • Provide access to academic counseling, academic support, and mental health services.

A-G Completion

Desired Outcome: 80% rate or higher

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
ALL	<u>2022-23</u> 54.6%	<u>2023-24</u> 62.5% ↑ 7.9%	<ul style="list-style-type: none"> • Ensure all students have equitable access to A-G courses. • Support systems in place like tutoring and academic counseling to help students succeed in A-G courses.

LCAP Goal 1 - Metrics All Schools

Academic Standards

Desired Outcome: **100%**

SCHOOL	DATA / STATUS
ALL	100%

Standards Aligned Instructional Materials

Desired Outcome: **100%**

SCHOOL	DATA / STATUS
ALL	100%





LCAP Goal 2

Students will be provided with multi-tiered systems of support, including community engagement, to address their mental health and social emotional well-being to decrease suspensions and increase student engagement.

LCAP Goal 2 - Metrics JCS/CCS

Attendance Rates

Desired Outcome: Increase by 1%

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
JCS	<u>2023-24</u> 92.1%	<u>YTD 2024-25 Attendance Rate</u> 95.4% 	<ul style="list-style-type: none"> • Continue tracking attendance. • Provide incentives by units. • School staff follows up with students with non-probation related attendance concerns.
Renaissance CCS	<u>2023-24</u> 69.9%	<u>YTD 2024-25 Attendance Rate</u> 70.9% 	<ul style="list-style-type: none"> • Collaborate with Community Schools staff on supporting students with attendance concerns. • Provide incentives. • Make daily phone calls to home. • Create attendance plan.

LCAP Goal 2 - Metrics JCS/CCS

Chronic Absenteeism

Desired Outcome: **19% or less**

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
JCS	<u>2022-23</u> 30.6%	<u>2023-24</u> 10.5% ↓20.1%	<ul style="list-style-type: none"> • At Los Padrinos, work with the Community School Specialist to ensure students continue to come to school. • Monitor data regularly. • School staff follow up with students with non-probation related attendance concerns.
Renaissance CCS	<u>2022-23</u> 76.2%	<u>2023-24</u> 73.8% ↓2.4%	<ul style="list-style-type: none"> • Provide basic needs support through Community Schools. • Make referrals to community resources and services as appropriate.

LCAP Goal 2 - Metrics JCS/CCS

Suspension Rate

Desired Outcome: **Reduce by 2%**

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
JCS	<u>2023-24</u> 18.6%	<u>YTD 2024-25 Suspension Rate</u> 19.3% ↑0.7%	<ul style="list-style-type: none"> • Positive Behavioral Interventions and Supports (PBIS) strategies are being implemented. • Conduct Interagency Intervention Meetings. • Focus on opening routines and teaching expectations.
Renaissance CCS	<u>2023-24</u> 3.5%	<u>YTD 2024-25 Suspension Rate</u> 0.4% ↓3.1%	<ul style="list-style-type: none"> • Continued use of PBIS strategies. • Immediate implementation of alternatives to suspensions for early intervention.

LCAP Goal 2 - Metrics Specialized Schools

Attendance Rates

Desired Outcome: Increase by 1%

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
IPLY	<u>2023-24</u> 95.4%	<u>YTD 2024-25 Attendance Rate</u> 95.9% ↑0.5%	<ul style="list-style-type: none"> • Use of Student Information System to analyze attendance trends. • Implementing attendance improvement recognitions for Tier 2 students.
LACHSA	<u>2023-24</u> 93.9%	<u>YTD 2024-25 Attendance Rate</u> 93.9%	<ul style="list-style-type: none"> • Evaluate and enhance communication with families regarding attendance. • Review attendance reports to identify needed interventions.

LCAP Goal 2 - Metrics Specialized Schools

Chronic Absenteeism

Desired Outcome: **19% or less**

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
IPLY	<u>2022-23</u> 9.2%	<u>2023-24</u> 8.4% ↓0.8%	<ul style="list-style-type: none"> • Schoolwide focus on school engagement. • Share carpool lists with families. • Use of Metro Tap Cards. • Student support through PLC's.
LACHSA	<u>2022-23</u> 30.4%	<u>2023-24</u> 15.4% ↓15%	<ul style="list-style-type: none"> • Multidisciplinary teams identify students at risk of chronic absenteeism. • Foster a welcoming and inclusive school environment. • Use of Metro Tap Cards. • Strengthen communication with parents/guardians.

LCAP Goal 2 - Metrics Specialized Schools

Suspension Rate

Desired Outcome: **Reduce by 2%**

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
IPLY	<u>2023-24</u> 1.4%	<u>YTD 2024-25 Suspension Rate</u> 0.2%	<ul style="list-style-type: none"> • Implement restorative practices throughout the school to address conflicts and behavioral issues constructively. • Promote inclusion, social/emotional health, and address bullying/cyberbullying to foster a positive school climate and reduce behavioral issues.
		↓1.2%	
LACHSA	<u>2023-24</u> 0.4%	<u>YTD 2024-25 Suspension Rate</u> 0.3%	<ul style="list-style-type: none"> • Provide PD on SEL resources and best practices for fostering self-efficacy and mitigating student frustration. • Offer PD on CRT resources and student assets to create a more inclusive and respectful environment. • Include strategies for maintaining a safe and respectful environment in staff meetings.
		↓0.1%	

LCAP Goal 2 - Metrics All

Professional Development

Desired Outcome: 100% PD

SCHOOL	DATA / STATUS
ALL	<p>YTD 2024-25 Professional Development</p> <p>98% OF STAFF HAVE RECEIVED MENTAL HEALTH/SOCIAL EMOTIONAL BASED PD</p>

Safety & Connectedness

Desired Outcome: 50% of parents report feeling safe & connected

SCHOOL	DATA / STATUS	STRATEGIES TO ADDRESS
ALL	<p><u>2022-23</u></p> <p>32%</p> <p><u>2023-24</u></p> <p>31%</p> <p>↓1%</p>	<ul style="list-style-type: none"> • Provide PD on SEL best practices. • Implement restorative practices. • Conduct workshops on equity, diversity, and inclusion.

LCAP Goal 2 - Metrics All

Parental Engagement

Desired Outcome: **95%** parent participation

SCHOOL	DATA / STATUS	STRATEGIES TO ADDRESS
ALL	89% OF PARENTS/ FAMILIES PARTICIPATED IN ENGAGEMENT OPPORTUNITIES	<ul style="list-style-type: none">• Provide multiple engagement opportunities through town hall meetings, workshops and classes.• Make weekly personalized contacts with families.

LCAP Goal 3

All students will be assigned the necessary support, including a fully credentialed teacher, required to close the opportunity gap and ensure they make expected progress on statewide assessments, as well as improve overall English proficiency.

LCAP Goal 3 - Metrics

CAASPP – ELA and Math Met or Exceeded

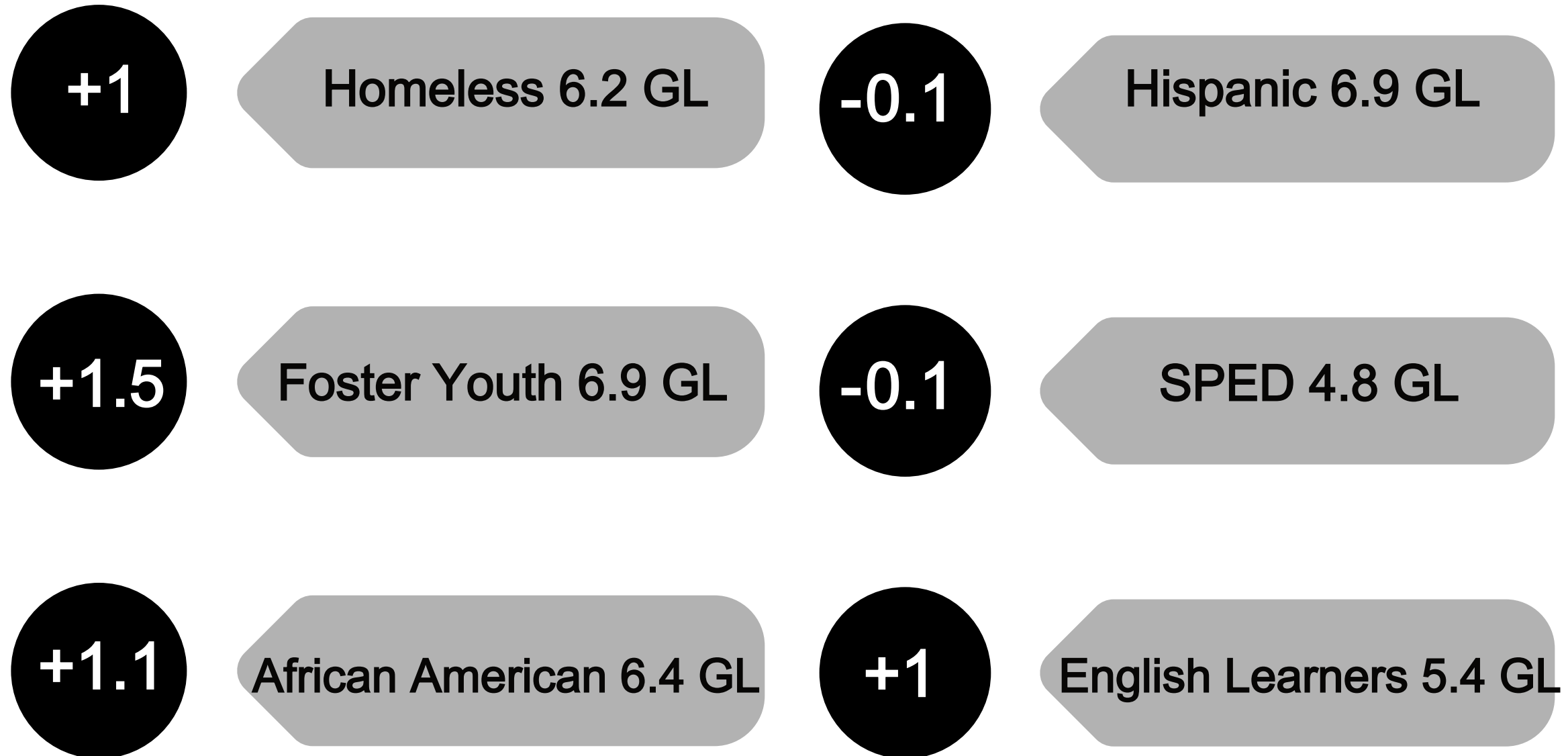
Desired Outcome: Increase at least 2%.

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
JCS	ELA 2022-23 4.3% Math 2022-23 0%	 Math 2023-24 0%	<ul style="list-style-type: none"> • Continue to implement professional development to support in literacy and math instruction. • Ensure literacy strategies are implemented in the classrooms. • Administer STAR assessments and review data.
CCS	ELA 2022-23 10.5% Math 2022-23 0%	 Math 2023-24 0%	<ul style="list-style-type: none"> • Continue to implement professional development to support in literacy and math instruction. • Ensure literacy strategies are implemented in the classrooms. • Administer STAR assessments and review data.

LCAP Goal 3 – Metrics STAR Reading

YTD 2024-25 STAR Reading

**JCS
Reading
6.8 GL (+ 1.4)**



GL – Grade level

Data Time Frame: August 2024 – January 2025

LCAP Goal 3 – Metrics STAR Math

YTD 2024-25 STAR Math

**JCS
Math**



6.5 GL (+ 1.5)

+1

Homeless 6.3 GL

+0.9

Hispanic 6.6 GL

+0.4

Foster Youth 5.2 GL

+0

SPED 4.6 GL

+0.9

African American 5.9 GL

+0.3

English Learners 5.1 GL

GL - Grade level

Data Time Frame: August 2024 - January 2025

LCAP Goal 3 - Metrics

CAASPP – ELA and Math Met or Exceeded

Desired Outcome: Increase at least 2%

SCHOOL	DATA / STATUS	STRATEGIES TO ADDRESS															
IPLY	<table border="0"> <tr> <td>ELA 2022-23</td> <td></td> <td>ELA 2023-24</td> </tr> <tr> <td>86.4%</td> <td>↓0.8%</td> <td>85.6%</td> </tr> <tr> <td colspan="3">.....</td> </tr> <tr> <td>Math 2022-23</td> <td></td> <td>Math 2023-24</td> </tr> <tr> <td>52.4%</td> <td>↓13.7%</td> <td>38.7%</td> </tr> </table>	ELA 2022-23		ELA 2023-24	86.4%	↓0.8%	85.6%			Math 2022-23		Math 2023-24	52.4%	↓13.7%	38.7%	<ul style="list-style-type: none"> • Use of IAB's and ICA's to target focus strands • Conduct regular data analysis to identify areas for improvement. • Promote and celebrate growth.
ELA 2022-23		ELA 2023-24															
86.4%	↓0.8%	85.6%															
.....																	
Math 2022-23		Math 2023-24															
52.4%	↓13.7%	38.7%															
LACHSA	<table border="0"> <tr> <td>ELA 2022-23</td> <td></td> <td>ELA 2023-24</td> </tr> <tr> <td>73.5%</td> <td>↑12.1%</td> <td>85.6%</td> </tr> <tr> <td colspan="3">.....</td> </tr> <tr> <td>Math 2022-23</td> <td></td> <td>Math 2023-24</td> </tr> <tr> <td>43.6%</td> <td>↑13.6%</td> <td>57.2%</td> </tr> </table>	ELA 2022-23		ELA 2023-24	73.5%	↑12.1%	85.6%			Math 2022-23		Math 2023-24	43.6%	↑13.6%	57.2%	<ul style="list-style-type: none"> • Continued focus on IAB's and ICA's. • Provide teacher training on use of interim assessments. • Ensure the testing schedule is well-organized and communicated.
ELA 2022-23		ELA 2023-24															
73.5%	↑12.1%	85.6%															
.....																	
Math 2022-23		Math 2023-24															
43.6%	↑13.6%	57.2%															

LCAP Goal 3 - Metrics

Progress towards English Proficiency

Desired Outcome: 2% increase

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
ALL	<u>2022-23</u> 7.6%	<u>2023-24</u> 11.4% <div style="text-align: center;">↑ 3.8%</div>	<ul style="list-style-type: none"> Provide PD opportunities focused on effective instructional strategies for English learners.



English Learner Reclassification

Desired Outcome: Increase at least 2%

SCHOOL	DATA / STATUS		STRATEGIES TO ADDRESS
ALL	<u>2022-23</u> 9.7%	<u>2023-24</u> 6% <div style="text-align: center;">↓ 3.7%</div>	<ul style="list-style-type: none"> Regularly assess and monitor the progress of English learners. Improve the monitoring of students who are candidates for reclassification.



LCAP Goal 4 Metrics - Equity Multiplier

Suspension Rates	Students with Disabilities @ Afflerbaugh-Paige Kirby Nidorf	African American Students @ Kirby	 Decrease by 2% annually
Graduation Rates	Hispanic students @ Afflerbaugh-Paige Nidorf Renaissance	Socioeconomically Disadvantaged Students @ Nidorf Renaissance	 Increase by 2% annually
College Course Completion	Socioeconomically Disadvantaged Students @ Kirby Nidorf Renaissance		80% college course completion rate in 3 years
English Learner Progress	English Learners @ Renaissance		Advance at least one level on the English learner Progress Indicator

This goal addresses student groups that have a red performance level on one or more state indicators on the California School Dashboard.

LCAP Goal 4 Suspension Rate

Desired Outcome: **Decrease by 2%**

SCHOOL	DATA / STATUS	STRATEGIES TO ADDRESS
Afflerbaugh Paige	SWD 46.5% (-22.3%)	<ul style="list-style-type: none"> • PBIS Program Specialist support. • Behavior Manager Counselor support. • DBT training aligned with the Department of Mental Health.
Kirby	SWD 39% (+6%) AA 43.6% (-0.3%)	
Nidorf	SWD 34% (-5.2%)	

SWD – Student with Disabilities

AA – African American

LCAP Goal 4 - Graduation Rate

Desired Outcome: **Increase by 2%**


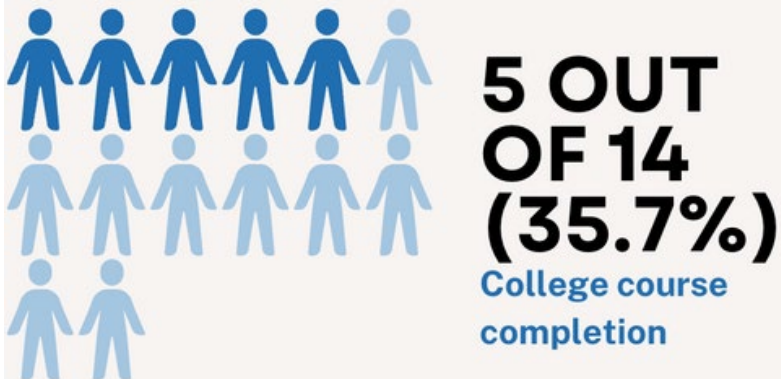
SCHOOL	DATA / STATUS	STRATEGIES TO ADDRESS
Afflerbaugh	HIS 61.8% (+4.1%)	<ul style="list-style-type: none"> • Monitor progress to support early intervention. • Monitor student transcripts and ensure students are enrolled in the necessary courses to meet graduation requirements. • Provide additional counseling and individualized academic support.
Renaissance	HIS 55% (+19.4%) SED 58% (+21.8%)	

HIS - Hispanic

SED - Socioeconomically Disadvantaged



LCAP Goal 4 - College Course Completion

SCHOOL	DATA / STATUS	STRATEGIES TO ADDRESS
Kirby	<p>YTD 2024-25</p>  <p>16 OUT OF 16 (100%) College course completion</p>	<ul style="list-style-type: none"> • Dual Enrollment offered through Rising Scholars at JCS sites • College partnerships: Kirby with ELAC; BJN with LA Valley College & LA Mission. • Set goals of increasing from 1-unit courses to 3-unit courses • Hold discussions with Renaissance to enroll students with ELAC.
Nidorf	<p>YTD 2024-25</p>  <p>5 OUT OF 14 (35.7%) College course completion</p>	
Renaissance	<p>YTD 2024-25</p> <p>0%</p>	

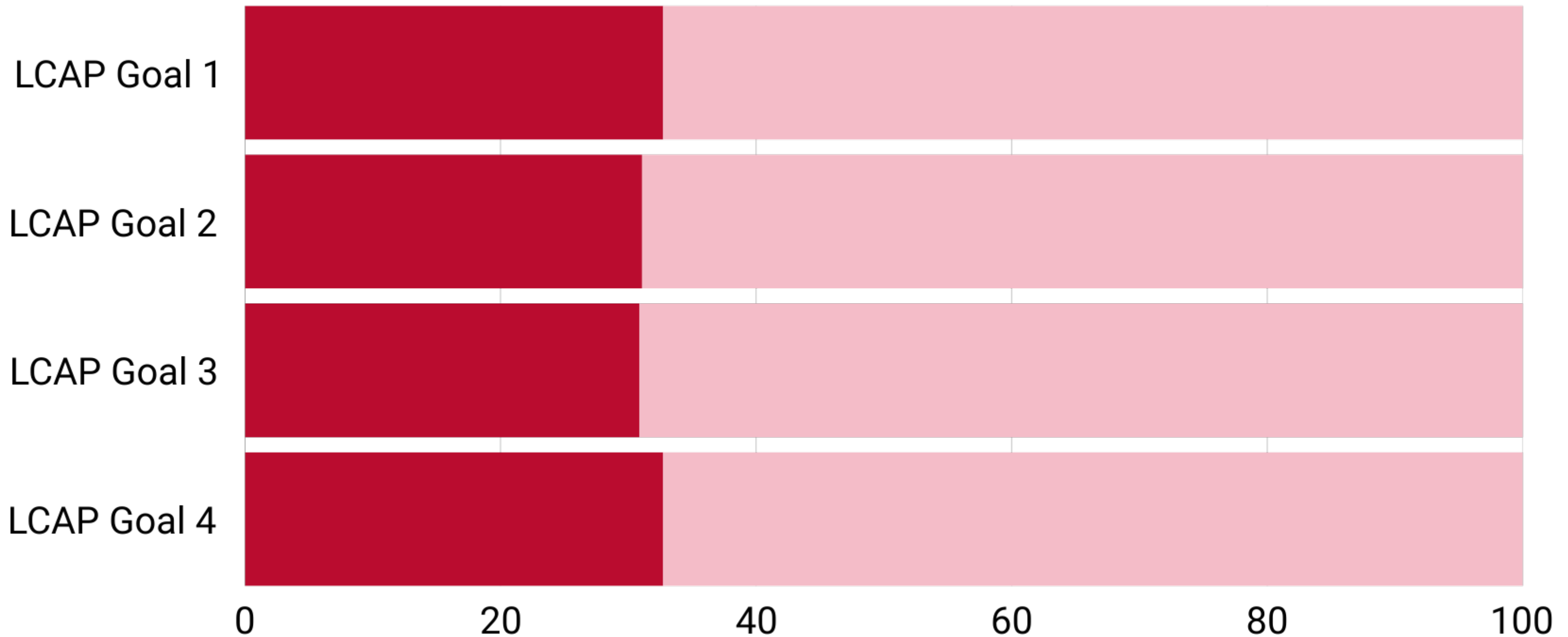
LCAP Goal 4 - English Learner Progress

Desired Outcome: Increase by 2%

SCHOOL	DATA / STATUS	STRATEGIES TO ADDRESS
Renaissance	+32.1% EL 45.5%	Continue to provide PD opportunities focused on effective instructional strategies for English learners.

LCAP Goals Mid Year Expenditures

Mid-Year Expenditures Total Funds



Questions



Board Meeting – February 18, 2025

Item. VI. Consent Calendar Recommendations

- A. Adoption of Board Resolution 37: to Recognize Read Across America Day, March 2, 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 37 as part of the regular County Board meeting on February 18, 2025; and further recommends that the Board recognize March 2, 2025 as Read Across America Day.

Board Resolution No. 37 is shown on the following page.

Next Steps:

- The LACOE Reading/Language Arts Unit will provide free resources for districts to help celebrate with students including:
 - The Readers Bill of Rights
 - The Reading Pledge
 - 15 Big Ideas for Celebrating
 - K-12 Recommended Books List
 - Equity Audits: Self-Assessing Your Classroom Library
 - Live and Recorded Read-Alouds.
 - Articles on why diverse books matter
 - Online learning quick modules:
 - Building Positive Self-Image in Young Children through Diverse Books (TK-2)
 - Using Picture Books to Explore Activism, Black History and Self- confidence (K-5)
 - Using Picture Books for Conversations with Teens on Race and Protest (6-12)
 - Social media blasts on activities and classrooms that are celebrating.

BOARD RESOLUTION NO. 37: 2024-25
Read Across America Day (March 2, 2025)

- WHEREAS,** Read Across America Day is marked by the National Education Association (NEA) to be celebrated on March 2, 2025; and
- WHEREAS,** Read Across America Day began in 1998 by the NEA as a day to celebrate reading; and
- WHEREAS,** the day is commonly commemorated by families, schools and libraries to promote the importance of reading; and
- WHEREAS,** the day is characterized by celebrating with various events and activities, including read- alouds and author visits; and
- WHEREAS,** Read Across America Day promotes the idea that there is room in our community for *all readers*; and
- WHEREAS,** reading allows students to see a world or character portrayed in books that might be similar to or different from them; and
- WHEREAS,** reading is a social justice issue and students must receive equitable access to literacy as a right and duty; and
- WHEREAS** reading serves to solidify learning experiences, build background knowledge and even soothe the reader in times of crisis; and
- WHEREAS** LACOE’s Reading/Language Arts Unit’s mission is to advance literacy in all areas, for all students; and
- WHEREAS** LACOE’s Reading/Language Arts Unit’s provides technical support and professional development to staff who serve students attaining literacy proficiency; and
- WHEREAS** LACOE advocates the importance of literacy through partnerships with parents, community members and community organizations; and
- WHEREAS** LACOE promotes inclusion and believes that *all children and youth* can learn to read; and
- WHEREAS** LACOE strives to meet the emerging needs of the community and to provide leadership and support for children, schools and the greater community; and

NOW THEREFORE BE IT RESOLVED, that the Los Angeles County Board of Education hereby proclaims March 2, 2025 as Read Across America Day and calls on districts, schools and community organizations in Los Angeles County to observe this day with appropriate programs and activities and to help spread the important message that reading is crucial to success in life.

ADOPTED this 18th day of February, 2025 by the Los Angeles County Board of Education in Downey, California.

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

Stanley L. Johnson Jr., Ph.D.
Board President

Board Meeting – February 18, 2025

Item. VI. Consent Calendar Recommendations

B. Adoption of Board Resolution 38: to Recognize the Anniversary of Boston Massacre and Death of Crispus Attucks, March 5, 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 38 as part of the regular County Board meeting on February 18, 2025; and encourages educators, librarians and education communities to observe this day with appropriate programs and activities that generate in-depth discussions of the life and legacy of Crispus Attucks, Sojourner Truth, Frederick Douglas, Harriet Tubman, Henry “Box” Brown and the countless and extraordinary contributions of Black Americans in advocating for social justice and racial equity.

Board Resolution No. 38 is shown on the following page.

NEXT STEPS:

- Send out LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this day with appropriate programs and activities.
- Invite school districts to participate in professional development opportunities and access materials to build content knowledge of the subject and acquire instructional strategies to teach the topic effectively in classrooms.
- Provide support to districts to implement ethnic studies with intentionality of including the history and contributions of the group identified.

• **Books for use in the elementary classroom:**

- **Crispus Attucks: A Hero of the American Revolution** by Charlotte Taylor

The book is designed to be accessible for younger readers with simpler language and sentence structures, focusing on key facts about Crispus Attucks. This American hero was a run-away slave who lived for many years as a whaler and seaman. He was in fear of the British tightening their control on Boston Harbor and forcing him into the Navy. Tensions would reach a peak on March 5th 1770.

- **Crispus Attucks and African American Patriots of the American Revolution** by Brian Siddons

The book is designed for young readers interested in learning about Crispus Attucks and the role of African Americans in the American Revolution. Crispus Attucks was a former slave who

was killed during the Boston Massacre in 177. Today, he is known as a hero who died fighting for his country. This book focuses on the important contributions made by African American men and women during the Revolution, and how they played a major role in the country's fight for independence.

- **Books for middle and high school students:**

- **First Martyr of Liberty Crispus Attucks in American Memory** by Mitch Kachin

The book is generally considered to be at a middle school to high school reading level (grades 6-12), as it delves into historical details about the Boston Massacre and the life of Crispus Attucks, which would require a certain level of historical understanding and vocabulary that include advanced terms related to the time and political concepts. The piece of literature involves historical events and figures, requiring familiarity with The American Revolutionary War.

- **The Black Presence in the Era of the American Revolution** by Sydney Kaplan and Emma Nogrady Kaplan.

This well researched historical narrative details the military, cultural, political and economic experiences of black people during the era of the Revolutionary War. Starting with Crispus Attucks who was the first person killed in the war, the author describes a fascinating series of personal histories.

BOARD RESOLUTION
No. 38: 2024-25
Crispus Attucks Day (March 5, 2025)

- WHEREAS,** Crispus Attucks, born in 1723, was an American stevedore of African and Native American descent, widely regarded as the first casualty of the American Revolution; and
- WHEREAS,** Attucks was gunned down by a British soldier during the 1770 Boston Massacre, a key event that led to the revolutionary war; and
- WHEREAS,** Attucks became a symbol of oppression of Black Americans and an icon of the anti-slavery movement in the mid-19th century; and
- WHEREAS,** supporters of the abolition movement lauded him for playing a heroic role in U.S. history and marked his death anniversary as Crispus Attucks Day, using the memory of his sacrifice to mobilize support for efforts to end slavery; and
- WHEREAS,** they presented Attucks as the first martyr of the Revolution who died fighting for liberty. The image resonated powerfully in a nation that placed millions of African Americans in bondage despite its stated ideal of freedom; and
- WHEREAS,** civil rights icon Dr. Martin Luther King, Jr. mentioned Attucks in his 1964 book, *Why We Can't Wait*, noting that "the first American to shed blood in the revolution that freed his country from British oppression was a black seaman" and as an example of a man whose contributions to history provided a potent message of moral courage; and
- WHEREAS,** several U.S. institutions, including schools nationwide, have been named after Attucks, and in 1998 the U.S. Treasury released a Black Revolutionary War Patriots silver dollar coin featuring Attucks' image; and
- WHEREAS,** more than 250 years after his death, he has become a rallying figure for a nation battling racism, as have a number of Black abolitionists including Sojourner Truth, Frederick Douglas, Harriet Tubman, Henry "Box" Brown and many others; and
- NOW, THEREFORE, BE IT RESOLVED** that the Los Angeles County Board of Education proclaims March 5, 2025 as Crispus Attucks Day and encourages educators, librarians and

education communities to observe this day with appropriate programs and activities that generate in-depth discussions of the life and legacy of Crispus Attucks, Sojourner Truth, Frederick Douglas, Harriet Tubman, Henry “Box” Brown and the countless and extraordinary contributions of Black Americans in advocating for social justice and racial equity.

ADOPTED this 18th day of February 2025, by the Los Angeles County Board of Education in Downey, California.

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

Stanley L. Johnson, Jr., Ph.D.
Board President

Board Meeting – February 18, 2025

Item. VI. Consent Calendar Recommendations

- C. Adoption of Board Resolution 39: to Proclaim International Day for the Elimination of Racial Discrimination, March 21, 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 39 as part of the regular County Board meeting on February 18, 2025; and further recommends that the Board proclaims March 21, 2025 as International Day for the Elimination of Racial Discrimination and encourages educators, librarians and education communities to observe this day and everyday with appropriate programs and activities advocating for social justice and racial equity.

Board Resolution No. 39 is shown on the following page.

NEXT STEPS:

- Send out LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this day with appropriate programs and activities.
- Invite school districts to participate in professional development opportunities focused on leading Courageous Conversations, raising awareness and mitigating Implicit Bias as well as increasing Cultural Proficiency and Trauma Responsiveness in order to strengthen their ability to advocate for racial justice on their campuses, in their communities and to equip students to do the same.
- Invite school districts to access materials to build content knowledge of the subject and acquire instructional strategies to teach the topic effectively in classrooms.
- Provide support to districts to implement ethnic studies with intentionality of including the history and contributions of the group identified.

BOARD RESOLUTION

No. 38:2024-25

International Day for the Elimination of Racial Discrimination (March 21, 2025)

- WHEREAS,** the International Day for the Elimination of Racial Discrimination was established six years after the Sharpeville tragedy that captured worldwide attention; and
- WHEREAS,** on March 21, 1960, police officers in Sharpeville, a black township in South Africa, opened fire on a group of people peacefully protesting oppressive pass laws, killing 69; and
- WHEREAS,** the anniversary of the Sharpeville Massacre is remembered the world over each year on March 21, the International Day for the Elimination of Racial Discrimination; and
- WHEREAS,** proclaiming the Day in 1966, which signifies the struggle to end apartheid in South Africa, the UN General Assembly called on the international community to redouble its efforts to eliminate all forms of racial discrimination; and
- WHEREAS,** in September 2011, at the UN General Assembly, world leaders adopted a declaration proclaiming their strong determination to make the fight against racism, racial discrimination, xenophobia and intolerance a high priority for their countries; and
- WHEREAS,** the International Day for the Elimination of Racial Discrimination aims to remind people of racial discrimination’s negative consequences and encourages people to remember their obligation to combat racial discrimination; and
- WHEREAS,** various activities and events are arranged in many countries worldwide on this day to help young people voice their opinions, find ways to fight racism and promote tolerance in their communities and in their lives; and
- NOW, THEREFORE, BE IT RESOLVED** that the Los Angeles County Board of Education proclaims March 21, 2025, as International Day for the Elimination of Racial Discrimination and encourages educators, librarians and education communities to observe this day and every day with appropriate programs and activities advocating for social justice and racial equity.
- ADOPTED** this 18th day of February 2025, by the Los Angeles County Board of Education in

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

Stanley L. Johnson Jr., Ph.D.
Board President

Board Meeting – February 18, 2025

Item. VI. Consent Calendar Recommendations

D. Adoption of Board Resolution 40: to Recognize Cesar Chavez Day, March 31, 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 40 as part of the regular County Board meeting on February 18, 2025; and further recommends that the Board recognize the contributions and accomplishments of Cesar Chavez and encourages districts and schools to conduct appropriate school activities in observance of his birthday on March 31st.

Board Resolution No. 40 is shown on the following page.

NEXT STEPS:

- Send out LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this day with appropriate programs and activities.
- Invite school districts to participate in professional development opportunities and access materials to build content knowledge of the subject and acquire instructional strategies to teach the topic effectively in classrooms.
- Provide support to districts to implement ethnic studies with intentionality of including the history and contributions of the group identified.
- **Events**
 - Cesar Chavez Family Day, March 23rd.
¡Viva la Causa! ¡Huelga! ¡Lucha! Learn about the fight for farm labor rights through a celebration of activist and labor leader, César Chávez. Enjoy music and dance, along with art and garden workshops. Location: LA Plaza De Cultura y Artes A community hub where people congregate to celebrate Latinx culture and history through transformative music, exhibits, dance and multigenerational art making. 501 N. Main Street Los Angeles Ca. 90012
<https://www.twinkl.com/event/cesar-chavez-day-usa-2025>
- **Books for elementary students:**
 - **Harvesting Hope: The Story of Cesar Chavez** by Kathleen Krull (Author), Yuyi Morales (Illustrator)
In this Pura Belpre award-winning picture book, illustrated by Caldecott Honoree Yuyi Morales, acclaimed author

Kathleen Krull celebrates Latinx civil rights leader Cesar Chavez. An inspirational book about resistance and hope. When Cesar Chavez led a 340-mile peaceful protest march through California, he ignited a cause and improved the lives of thousands of migrant farmworkers. But Cesar wasn't always a leader. As a boy, he was shy and teased at school. His family slaved in the fields for barely enough money to survive. Cesar knew things had to change and he thought that—maybe—he could help change them. So he took charge. He spoke up. And an entire country listened.

- **Who Was Cesar Chavez?** by Dana Meachen Rau (Author) , Who HQ (Author), Ted Hammond (Illustrator)
When he was young, Cesar and his Mexican American family toiled in the fields as migrant farm workers. He knew all too well the hardships farm workers faced. His public-relations approach to unionism and aggressive but nonviolent tactics made the farm workers' struggle a moral cause with nationwide support. Along with Dolores Huerta, he cofounded the National Farmworkers Association. His dedication to his work earned him numerous friends and supporters, including Robert Kennedy and Jesse Jackson.
- **A Picture Book of Cesar Chavez** by David A. Adler (Author, Michael S. Adler (Author), Marie Olofsdotter (Illustrator)
¡Sí se puede! Learn all about the Mexican American activist who worked tirelessly to promote better conditions for workers. This clear and concise biography with folksy illustrations details the amazing life of American labor leader and civil rights activist Cesar Chavez. As a child in California during the Great Depression, Cesar picked produce with his family to make ends meet. The work was backbreaking, the pay was low and many families, including his, were homeless. But to Cesar, dignity always meant more than money.
- Books for middle and high school students:
 - **Who Was Cesar Chavez?** by Dana Meachen Rau (Author), Who HQ (Author), Ted Hammond (Illustrator)
When he was young, Cesar and his Mexican American family toiled in the fields as migrant farm workers. He knew all too well the hardships farm workers faced. His public-relations approach to unionism and aggressive but nonviolent tactics made the farm workers' struggle a moral cause with nationwide support. Along with Dolores Huerta, he cofounded the National Farmworkers Association. His dedication to his work earned him numerous.

- **The Words of Cesar Chavez** (Historical Perspectives: In Their Own Words) by Jagger Youssef
The life story of Cesar Chavez, one of the most influential labor leaders of the twentieth century, resonates today. In this significant biography, readers will learn about the man who rose from migrant field worker to become a champion of the voiceless. The narrative interweaves Chavez's own powerful words throughout accessible biographical text. Historical photographs bring the fascinating figure to life, while interesting sidebars and fact boxes offer more background information about both the times in which he lived and his important work.

BOARD RESOLUTION
No. 40: 2024-25
Cesar Chavez Day, March 31, 2025

WHEREAS, Cesar Chavez was a visionary leader who led the first successful farmworkers' union in American history. He moved farmworkers to stand together for their rights and led our nation toward a fuller recognition of the dignity of work; and

WHEREAS, Cesar Chavez's organization, the United Farm Workers, fought for dignity, respect, humane living conditions, fair wages and other rights and protections for farmworkers; and

WHEREAS, he was also a great humanitarian who influenced and inspired millions of Americans from all walks of life to seek social justice and civil rights for the poor and disenfranchised; and

WHEREAS, Cesar Chavez said, "Real education should consist of drawing the goodness and the best out of our own students. What better book can there be than the book of humanity;" and

WHEREAS, on March 31 we celebrate the birthday of Cesar Chavez and honor his contributions to workers' rights and social justice, as well as his selfless service to others; and

WHEREAS, in 1994, Chavez was posthumously awarded the Presidential Medal of Freedom, the nation's highest civilian honor. In 2014, President Obama declared March 31st as Cesar Chavez Day; and

WHEREAS, in continued efforts to honor the life and legacy of Cesar Chavez and to promote social justice and equity that he championed, LACOE remains dedicated to empowering schools in Los Angeles County to support immigrant and refugee students and their families through our Immigrant Relations Office; Multilingual Academic Support Unit and Migrant Education Program. In doing so, LACOE ensures that the dignity and humanity of all students are safeguarded regardless of where they or their parents were born; and

WHEREAS, the Los Angeles County Office of Education recognizes the contributions and accomplishments of Cesar Chavez and encourages districts and schools to conduct appropriate school activities in observance of his birthday on March 31st:

NOW, THEREFORE, BE IT RESOLVED that the Los Angeles County Board of Education proclaims March 31, 2025 as Cesar Chavez Day.

ADOPTED this 18th day of February 2025 by the Los Angeles County Board of Education, in Downey, California.

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

Stanley L. Johnson, Jr., Ph.D.
Board President

Board Meeting – February 18, 2025

Item. VI. Consent Calendar Recommendations

- E. Adoption of Board Resolution 41: to Recognize Arts Education Month in California, March 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 41 as part of the regular County Board meeting on February 18, 2025; and further recommends that the Board proclaim March 2025 as Arts Education Month.

Board Resolution No. 41 is shown on the following page.

Next Steps:

- Send out a LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this month with appropriate programs and activities.
- Encourage the 80 districts to showcase the visual and performing arts on social media using the hashtag: #LAArtsEdMonth.

BOARD RESOLUTION
No. 41: 2024-25

Arts Education Month (March 2025)

- WHEREAS** arts education is a fundamental right that must be accessible to all students, with particular attention to historically marginalized populations, including English Learners, students of color, foster youth, homeless youth, students from low-income backgrounds, migrant students and students with special needs; and
- WHEREAS** we recognize that many students face significant barriers to accessing, participating in and succeeding in arts education—barriers rooted in historical and systemic inequities within our educational system; and
- WHEREAS** arts education—including dance, music, theatre and visual and media arts—is an essential component of a well-rounded education, preparing students from pre-K through 12th grade for success in college, careers and life; and
- WHEREAS** arts learning fosters creativity and expression through creating, performing, presenting, producing, responding and connecting across artistic disciplines, in alignment with the California Arts Standards for Public Schools and the California Arts Education Framework; and
- WHEREAS** integrating the arts into education, including STEAM (Science, Technology, Engineering, Arts and Mathematics), enhances critical thinking, problem-solving and innovation, making learning more engaging and meaningful; and
- WHEREAS** the Los Angeles County Board of Education recognizes the importance of both arts integration and dedicated arts instruction as essential components of every student’s education; and
- WHEREAS** arts education nurtures cultural awareness and global perspectives by ensuring students engage with arts that are culturally and linguistically responsive and relevant; and
- WHEREAS** arts education supports students’ social and emotional well-being by fostering self-awareness, self-management, social awareness, relationship skills and responsible decision-making, while also amplifying student voice; and
- WHEREAS** the Los Angeles County Office of Education proudly celebrates the Los Angeles County High School for the Arts, which provides a unique environment where diverse young artists can learn, create and thrive, inspiring them to use their artistic passions to benefit society; and

WHEREAS the passage of Proposition 28 provides ongoing support for arts education through the hiring of arts educators and other initiatives backed by the Governor’s Office; and

WHEREAS promoting arts education in Los Angeles County is a shared responsibility that thrives through strategic and aligned partnerships among students, educators, administrators and the community;

NOW, THEREFORE, BE IT RESOLVED, that the Los Angeles County Board of Education hereby proclaims March 2025 as Arts Education Month and encourages schools, families and community partners to support and celebrate the vital role of the arts in education.

ADOPTED this 18th day of February 2025 by the Los Angeles County Board of Education, in Downey, California.

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

Stanley L. Johnson Jr., Ph.D.
Board President

Board Meeting – February 18, 2025

Item. VI. Consent Calendar Recommendations

F. Adoption of Board Resolution No. 42 : to Recognize National Nutrition Month, March 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 42 as part of the regular County Board meeting on February 18, 2025; and further recommends that the Board designates the month of March as National Nutrition Month, recognizing the important role of registered dietitians, nutritionists and other nutrition professionals, health care providers, health educators, caregivers and other educators and professionals for their efforts to promote healthy eating through education and improving access to healthy local foods, while reducing food loss and waste; The Superintendent further recommends that the County Board of Education recognizes the importance of existing child nutrition programs for their role in addressing the nutritional needs of students and increasing the hunger safety net for children; The Superintendent recommends that the County Board of Education supports the implementation of the Whole School, Whole Community, Whole Child model to effectively address the needs of the Whole Child.

Board Resolution No. 42 is shown on the following page.

NEXT STEPS:

- Send out a LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this month with appropriate programs and activities to help spread the important message.
- In recognition of National Nutrition Month, LACOE's Nutrition and Wellness Unit is committed to promoting evidence-based practices to increase access to high-quality, nutritious food for all. Through learning opportunities such as the [Thriving Schools Staff Wellbeing](#), [Local School Wellness Policy](#), [Team Nutrition Talk Time](#), and [Food Assistance Programs](#) series, LACOE's Nutrition and Wellness Unit provides valuable resources for Local Education Agencies (LEAs) and school staff, students, families, and community members to promote healthy behaviors.
- LACOE will collaborate with select LEAs to showcase the important work of Registered Dietitians and school nutrition services staff to promote healthy eating.

BOARD RESOLUTION

No. 42: 2024-25

National Nutrition Month (March)

WHEREAS, the Los Angeles County Board of Education and the Los Angeles County Office of Education (LACOE) are committed to the health and wellbeing of all students, and closing equity gaps in both health and academic achievement; and

WHEREAS, food is the substance by which life is sustained. The type, quality and amount of food that individuals consume play a vital role in their overall health, wellbeing, growth, learning and achievement; and

WHEREAS, food choices and food waste play a large role in planetary health by determining the CO2 emissions from the food system; and

WHEREAS, households living below the federal poverty line experience higher rates of health disparities including obesity, diet-related chronic diseases and food insecurity, which can lead to negative health consequences and hamper achievement and engagement; and

WHEREAS, a variety of systemic and societal issues contribute to nutrition insecurity, especially among households with children; and

WHEREAS, proper nutrition and food security are associated with increased physical, mental and social emotional health, decreased chronic illness, increased attendance, increased attention span/concentration, increased cognition, increased retention, increased student engagement and achievement, higher standardized academic test scores and decreased anxiety and depression; and

WHEREAS, there is a need for continuing nutrition education and wide-scale effort to enhance healthy eating practices; one of the fundamental goals of education is to equip students with knowledge and skills to make informed decisions for better health and enhanced quality of life; and

WHEREAS, the Academy of Nutrition and Dietetics established National Nutrition Month to raise awareness and promote proper nutrition across the lifespan; and

NOW, THEREFORE, BE IT RESOLVED that the Los Angeles County Board of Education designates the month of March as National Nutrition Month, recognizing the important role of registered dietitians, nutritionists and other nutrition professionals, health care providers, health educators, caregivers and other educators and professionals for their efforts to promote healthy eating through education and improving access to healthy local foods, while reducing food loss and waste.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Los Angeles County Board of Education recognizes the importance of existing child nutrition programs for their role in addressing the nutritional needs of students and increasing the hunger safety net for children.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Los Angeles County Board of Education supports the implementation of the Whole School, Whole Community, Whole Child model to effectively address the needs of the Whole Child.

ADOPTED this 18th day of February 2025, by the Los Angeles County Board of Education in Downey, California.

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

Stanley L. Johnson, Jr., Ph.D.
Board President

Board Meeting – February 20, 2025

Item. VI. Consent Calendar Recommendations

G. Adoption of Board Resolution 43: to Recognize National Social Work Month, March 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 43 as part of the regular County Board meeting on February 20, 2025; and further recommends that the Board proclaim the month of March 2025 as National Social Work Month in celebration and support of the social work profession.

Board Resolution No. 43 is shown on the following page.

NEXT STEPS:

- Send out LACOE Communication to the Los Angeles County LEAs to encourage districts, schools and community organizations to observe this month, raise awareness about social work as a high-demand and rewarding profession and acknowledge the role of social workers in our educational communities with appropriate programs and activities aligned with this year’s theme, “Unite to Ignite.”
- LACOE’s Mental Health and School Counseling (MHSC) Unit supports and recognizes the important work of social workers through the year through recognition events such as the Los Angeles County School Social Worker of the Year Award.
- The MHSC Unit provides support to school-based social workers and school-based social worker interns through professional development, practicum instruction, the MHSC Unit’s School Social Work Academy and quarterly regional Network Meetings.
- LACOE honors and celebrates our Community Schools Initiative and MHSC Unit School Mental Health Program social workers and social work interns who provide multi-tiered systems of school mental health supports at LACOE schools and LACOE Community Schools Initiative partner district schools and seeks to promote the profession of social work through their work.
- Los Angeles County school social workers will be highlighted through social media and other communication mediums.

The LACOE Mental Health and School Counseling Unit Coordinator Is further promote the profession of social work through the education and training of bachelor and master-level social work interns from seven universities placed in LACOE Community Schools partner

districts by providing practical instruction, clinical supervision and direct experiences needed for their professional training and to obtain a Pupil Personnel Services Credential in School Social Work and Child Welfare and Attendance. These social work interns address the needs of the whole child by providing mental health support and education to parents, addressing student and family needs, providing referral and linkages to services and identifying and treating mental health concerns experienced by students

BOARD RESOLUTION
No. 43: 2023-24
National Social Work Month 2025

- WHEREAS,** Social Workers for decades have been dedicated to improving human well-being and enhancing the basic needs of all people—especially the most vulnerable among us; and
- WHEREAS,** Social workers promote social justice and social change with and on behalf of individuals, families, groups, organizations and communities; and
- WHEREAS,** Social workers for generations have advocated for positive changes that have made our society a better place to live, including urging policymakers to enact social safety net programs that help ameliorate hunger, homelessness and poverty; and
- WHEREAS,** Social Workers meet people where they are and help students, people and communities reach their full potential; and
- WHEREAS,** Social workers help students, families and communities cope with grief and loss and recover from crises such as natural disasters; and
- WHEREAS,** School Social workers provide multi-tiered systems of school mental health supports including performing crisis response, suicide prevention and counseling services; develop and facilitate trainings for students, parents and staff; educate and provide consultation to staff on how to manage students' behavioral and mental health issues; and connect schools with mental health providers and other resources; and
- WHEREAS,** The 2025 Social Work Month theme, “Unite to Ignite!” embodies the need for society to support Social Workers so they can continue to do the life- affirming work they do and help address societal needs; and
- WHEREAS,** The Los Angeles County Office of Education supports each local education agency to empower students, families and school staff through a greater understanding of the social emotional needs of children and youth and access to greater mental health support for all students in schools and the community; and
- WHEREAS,** The Los Angeles County Superintendent of Schools and the Los Angeles County Board of Education recognize that social emotional support, especially in the face of this pandemic, continues to be a fundamental problem for many students and families across Los Angeles County; and
- WHEREAS,** The future well-being of our county depends on the value we place on our youth and in particular, on our actions to provide these most vulnerable of young people with mental health support and academic opportunities to acquire the knowledge, skills and abilities they need to develop into healthy, self-sufficient adults; and

NOW, THEREFORE, BE IT RESOLVED in recognition of the numerous contributions made by social workers across the United States, that the Los Angeles County Superintendent of Schools and the Los Angeles County Board of Education hereby proclaim the month of March 2025 as National Social Work Month in celebration and support of the social work profession.

ADOPTED this 20th day of February 2025, by the Los Angeles County Board of Education in Downey, California.

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

Stanley L. Johnson Jr., Ph.D.
Board President

Board Meeting – February 18, 2025

Item. VI. Consent Calendar Recommendations

H. Adoption of Board Resolution No. 44: to Recognize National Women’s History Month, March 2025

The Superintendent recommends that the County Board adopt Board Resolution No. 44 as part of the regular County Board meeting on February 18, 2025; and further recommends that the Board recognize and support Women’s History Month in March by encouraging public officials, educators, librarians and school communities to observe this month with appropriate programs, ceremonies and activities; and that the County Board support school districts in their effort to commemorate Women’s History Month by providing instructional resources, relevant research, resources and promising practices throughout the year to make a significant impact on the lives and futures of women and girls.

Board Resolution No. 44 is shown on the following page.

NEXT STEPS:

- Send out LACOE Communication to the 80 districts to encourage districts, schools and community organizations to observe this day with appropriate programs and activities.
- Invite school districts to participate in professional development opportunities and access materials to build content knowledge of the subject and acquire instructional strategies to teach the topic effectively in classrooms.
- Amplify women leaders during National Women’s History Month through LACOE’s various communication channels like an online video series, LACOE’s Let Me Add to That podcast, the LACOE social media accounts as well as in in-person events such as the annual Women’s Conference.
- **Events in Los Angeles County:**
 - 34th Annual Latina History Day
Held annually during Women’s History Month in March for the past 34 years, Latina History Day recognizes and celebrates the historic and current achievements of Latinas, while embracing the rich diversity of the Latina experience <https://www.latinas.org/historyday/>.
 - Buttons have been a popular medium in displaying support for political movements and activism, such as the Women's Rights Movement. Join the Willowbrook Library as they explore the various pins used during the movement and make your own button pin <https://visit.lacountylibrary.org/event/12622722>.

- **Books for use in the elementary classroom:**

- **Marie Curie for Kids: Her Life and Scientific Discoveries, with 21 Activities and Experiments** by Amy M. O'Quinn.

Marie Curie loved reading, learning, and discovering nature as a young girl living in her native Poland. She would become one of the most famous scientists the world would ever see. Curie's revolutionary discoveries during the turn of the twentieth century created the field of atomic physics, and she was the one to coin the word *radioactivity*. Curie was the first woman to achieve the honor of winning the Nobel Prize and the first individual ever to win in separate fields of science—chemistry and physics.

- **Dolores Huerta Stands Strong: The Woman Who Demanded Justice** by Marlene Targ Brill

This book educates us about the child from a farming community who became a teacher and saw her students shoeless and hungry. As a young mother, Huerta quit her job teaching and started down the path to being one of the great female civil rights leaders in American history.

- **I am Amelia Earhart (Ordinary People Change the World)** by Brad Meltzer

Amelia Earhart refused to take no for an answer; she dared to accomplish what no one had ever succeed in before. She would become the first woman in aviation to cross the Atlantic Ocean. This biography follows her childhood, accompanies her during her first flying lessons and onward to Earhart's multi-record-breaking career as a pilot.

- **Books for use in middle and high school classrooms:**

- **This is my Story** by Eleanor Roosevelt

Eleanor Roosevelt writes about her own life rooted in a family of presidents and a silver spoon in her mouth. Roosevelt would grow from self-conscious and awkward beginnings to becoming the First Lady of the United States. She developed and acted on one of the most observant social consciousness of our time. Her efforts affected the nation and the world and propelled her to being the first woman from the United States to be appointed as a delegate to the United Nations.

- **I Am Malala The Girl Who Stood Up for Education and Was Shot by the Taliban** by Malala Yousafzai

Malala Yousafzai was just ten years old when suddenly the Taliban forcefully seized her region. The Taliban outlawed music. They declared women weren't allowed to shop at markets and girls couldn't attend school. Brought up in a once-peaceful region in Pakistan reshaped by terrorism, Malala was taught by her family to stand up for her beliefs. Therefore, she fought for the right to go to school. This book

describes her struggle to be educated that would win her the Nobel Peace Prize, just like other great civil rights leaders including Dr. Martin Luther King but would almost take her life in the process.

BOARD RESOLUTION
NO. 44: 2024-25

Women's History Month, March, 2025

- WHEREAS,** American women have struggled throughout our history to gain rights not simply for themselves but for many other under-represented and disenfranchised groups in America; and
- WHEREAS,** women's contributions and accomplishments have largely been overlooked and consequently omitted from mainstream culture; and
- WHEREAS,** in spite of these oversights, many of which continue to exist today, women have made significant contributions to the economic, educational, political, artistic, literary, scientific and technological advancements of the United States; and
- WHEREAS,** President Jimmy Carter issued the first Presidential Proclamation declaring the Week of March 8, 1980, as National Women's History Week. In his message he stated: *"From the first settlers who came to our shores, from the first American Indian families who befriended them, men and women have worked together to build this nation. Too often the women were unsung and sometimes their contributions went unnoticed. But the achievements, leadership, courage, strength and love of the women who build America was as vital as that of the men whose names we know so well;"* and
- WHEREAS,** Women's History Month had its origins as a national celebration in 1981 when Congress passed Pub. L. 97-28 which authorized and requested the President to proclaim the week beginning March 7, 1982, as "Women's History Week;" and
- WHEREAS,** President Ronald Reagan stated in Presidential Proclamation 4903 designating the week beginning on March 7, 1982, as Women's History Week: *"American women of every race, creed and ethnic background helped found and build our Nation in countless recorded and unrecorded ways... As leaders in public affairs, American women not only worked to secure their own rights of suffrage and equal opportunity but also were principal advocates in the abolitionist, temperance, mental health reform, industrial labor and social reform movements, as well as the modern civil rights movement;"* and
- WHEREAS,** in 1987 after being petitioned by the National Women's History Project, Congress passed Pub. L. 100-9 which designated the month of March 1987 as "Women's History Month;" and
- WHEREAS,** between 1988 and 1994, Congress passed additional resolutions requesting and authorizing the President to proclaim March of each year

as Women’s History Month; and

WHEREAS, presidents have issued a series of annual proclamations since 1995, designating the month of March as “Women’s History Month” to honor and celebrate the struggles and achievements of American women throughout the history of the United States; and

WHEREAS, LACOE is committed to valuing the experiences and accomplishments of all individuals and believes deeply that the contributions of women in history and contemporary society are central to the character of who we are, to the health of our democracy and to the well-being of our world; and

WHEREAS, this month serves as a reminder to highlight the critical role of women in the health care response to the COVID-19 crisis. Women make up almost 70 percent of the health care workforce worldwide, exposing them to a greater risk of infection. Women also make up a large share of educators who have served as frontliners; and

WHEREAS, at the same time, women are shouldering much of the burden at home, given school and childcare facility closures and longstanding gender inequalities in unpaid work. Women also face high risks of job and income loss and face increased risks of violence, exploitation, abuse or harassment during times of crisis and quarantine; and

NOW THEREFORE BE IT RESOLVED that the Los Angeles County Board of Education and the County Superintendent of Schools hereby recognize and support Women’s History Month in March by encouraging public officials, educators, librarians and school communities to observe this month with appropriate programs, ceremonies and activities; and

NOW THEREFORE BE IT RESOLVED that the Los Angeles County Board of Education and the County Superintendent of Schools hereby support school districts in their effort to commemorate Women’s History Month by providing instructional resources, relevant research, resources and promising practices throughout the year to make a significant impact on the lives and futures of women and girls.

ADOPTED this 18th day of February 2025, by the Los Angeles County Board of Education in Downey, California.

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

Stanley L. Johnson, Jr., Ph.D.
Board President

Board Meeting – Tuesday, February 18, 2025

Item VII. Recommendations

- A. Approval of Educational Programs and Special Programs Support and Transformation regarding Textbooks and Instructional Materials Disposal List

The Superintendent currently does not have any recommendations for the Los Angeles County Board of Education to approve. At this time there are no Textbooks and Instructional Materials Disposal List for textbooks and instructional materials that are outdated, damaged, unusable, and not in alignment with California State Standards. The governing board has held a public hearing on February 18, 2025, in accordance with Education Code section 60510.

Board Meeting – February 18, 2025

Item VII. Recommendation / Public Hearing

B. Adopt the Superintendent’s Recommendation to Authorize the Renewal Petition for *Magnolia Science Academy-3, Grades 6-12*: Renewal Petition with Attached Report

a. Staff Findings on the Renewal Petition for *Magnolia Science Academy-3, Grades 6-12*, Pursuant to Education Code Sections 47605, 47607 and 47607.2

The Magnolia Science Academy-3 (MSA-3) renewal petition is presented to the Los Angeles County Board of Education (County Board) pursuant to Education Code (EC) sections 47605, 47607, and 47607.2. The renewal process requires the authorizer to evaluate both the past performance of the charter school and whether the renewal petition meets the criteria for approval. MSA-3 is currently authorized by the Los Angeles County Board of Education.

Charter renewal is governed by EC 47605, 47607, and 47607.2 and the California Code of Regulations, Title 5 (5 CCR) sections 11966.4 and 11966.5. The California Department of Education has designated MSA-3 as a middle performing school. As such, EC 47607(c)(2) and 47607.2(a) do not apply. Critical components of the applicable laws are as follows:

EC 47607(c)(1) sets an additional criterion for determining whether to grant a charter renewal, the charter authority shall consider the performance of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5.

EC 47607(e) Notwithstanding subdivisions (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may deny renewal of a charter school upon finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d).

EC 47607.2(b) states, in relevant part:

(1) for all charter schools for which paragraph (2) of subdivision (c) of Section 47607 and subdivision (a) of this section do not apply, the chartering authority shall consider the schoolwide

performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 and the performance of the charter school on the local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5.

- (2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.
- (3) In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:
 - (A) The school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school.
 - (B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.
- (4) Subparagraphs (A) and (B) of paragraph (3) shall be demonstrated by verified data, as defined in subdivision (c).

Verified data is defined as data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced.

5 CCR 11966.5(c)(1-2) provides the considerations and criteria to be used by a county board for making a determination as to whether to renew a charter:

- (1) When considering a petition for renewal, the county board of education shall consider the past performance of the school’s academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any.
- (2) The county board of education may deny a petition for renewal of a charter school only if [it] makes written factual findings, specific to the particular petition, setting forth facts to support one or more of the grounds for denial set forth, as applicable, in **EC 47605(c) or failure to meet one of the criteria set forth in EC section 47607**. (Emphasis added)

EC 47607(a)(5)(b) states that renewals of charters are governed by the standards and criteria in 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new

requirement of charter schools enacted into law after the charter was originally granted or last renewed.

EC 47605(c) requires a governing board to be guided by the intent of the legislature that charter schools should become an integral part of the education system and that a charter be granted if the governing board is satisfied that granting the charter is consistent with sound educational practice.

EC 47605(c) further states that a governing board may only deny a petition if it provides written factual findings specific to the petition that supports one or more of the following findings:

- (1) The charter school presents an unsound educational program.
- (2) The petitioners are demonstrably unlikely to successfully implement the program.
- (3) The petition does not contain the required number of signatures.
(Not applicable to a renewal petition)
- (4) The petition does not contain an affirmation of specified assurances.
- (5) The petition does not contain reasonably comprehensive descriptions of 15 required elements of a charter.
- (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 for purpose of Chapter 10.7.

The County Board shall evaluate the petition according to the criteria and procedures established in law and may only deny the petition if it provides written findings addressing the reasons for the denial.

A summary of key findings is presented through the table on the following page.

The complete report on the written findings of fact is attached.

LACOE staff will present the report to the County Board.

Magnolia Science Academy-3 (MSA-3) Charter School Petition for Renewal		Meets Requirements*	
EC 47607(c), EC 47607.2(a) and EC 47607.2(b): Academic performance level			
Finding 1	The charter school provided evidence it met one of the statutory criteria for renewal.	Yes	
EC 47605(c): Failure to meet the criteria under Findings 2-5 is grounds for denial.			
Finding 2	Sound Educational Practice	Yes	
Finding 3	Ability to Successfully Implement Intended Program	Yes	
Finding 4	Affirmation of Specified Conditions	Yes	
Finding 5: The charter petition contains a reasonably comprehensive description of all required elements.	1	Description of Educational Program	No
	2	Measurable Pupil Outcomes	Yes*
	3	Method for Measuring Pupil Progress	Yes
	4	Governance Structure	Yes
	5	Employee Qualifications	Yes*
	6	Health and Safety Procedures	Yes
	7	Racial and Ethnic Balance	Yes
	8	Admission Requirements	Yes
	9	Annual Independent Financial Audits	Yes
	10	Suspension and Expulsion Procedures	Yes
	11	Retirement Coverage	Yes
	12	Public School Attendance Alternatives	Yes
	13	Post-employment Rights of Employees	Yes
	14	Dispute Resolution Procedures	Yes
	15	Closure Procedures	Yes
Finding 6:	Declaration of whether or not it will be the exclusive employer for the employees of the charter school	Yes	
Finding 7: The charter petition meets the additional statutory requirements EC 47605 (d), (f) – (i), (l) – (n)	(d)	Standards, Assessments and Parent Consultation	Qualifies
	(f)	Employment is Voluntary	Not Applicable
	(g)	Pupil Attendance is Voluntary	Not Applicable
	(h)	Effect on Authorizer and Financial Projections Facilities, Administrative Services, Civil Liability and Financial Statements, Nonprofit Board Member Information	Qualifies
	(i)	Targets Academically Low Achieving Pupils**	Qualifies
	(l)	Teacher Credentialing	Qualifies
	(m)	Transmission of Audit Report	Qualifies
	(n)	Parent Involvement is Voluntary	Qualifies
<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> <p><i>^There are indicators of potential civil liability effects upon the authorizer.</i></p>			

b. The Superintendent recommends that the Los Angeles County Board of Education (County Board) adopt the written findings of fact stated below and take action to approve the renewal of *Magnolia Science Academy-3, Grades 6-12*, for a term of five years commencing July 1, 2025, and ending June 30, 2030, subject to meeting the following conditions by the specified dates:

1. **By April 1, 2025**, the school shall submit to the Los Angeles County Office of Education (LACOE) the signed Monitoring and Oversight Memorandum of Understanding (MOU) following approval by the school’s governing board.
2. **By May 1, 2025**, the school shall submit to LACOE a revised charter petition and action plan for student success that addresses deficiencies and/or includes necessary technical adjustments identified in the LACOE report on the findings of fact to the County Board dated February 18, 2025. Changes include but not limited to:

Element 1 (Description of Educational Programs): Changes necessary to include further details on interventions and how the charter will meet the needs of African American students, foster youth and homeless youth as specified in the findings of fact.

Element 5 (Employee Qualifications): Changes necessary to include the roles and responsibilities of missing positions as specified in the findings of fact.

Action Plan for Student Success: Changes necessary to include further details on interventions and how the charter will meet the needs of African American students based on current research.

The County Superintendent of Schools shall determine whether the changes are sufficient; if they are not, the school shall complete additional changes to be sufficient by **May 31, 2025**.

3. **By July 1, 2025**,
 - a. The school shall submit to LACOE a revised 2025-26 budget. The budget should include the 2025-26 Position Control Budget, including salaries and benefits for MSA-3.
 - b. A Local Control and Accountability Plan (LCAP) approved by the charter school’s governing board.
 - c. The fiscal policies and procedures must clearly define the Charter Management Organization’s (CMO) fee rate to be charged to each school.

- i. The Magnolia Educational Research Foundation (MERF) allocates a CMO fee to each charter within the network based on The Home Office's actual expenses, factoring in the ADA.
- ii. The CMO fee is not to exceed 15% of the schools' revenue, defined as the amount received in the current fiscal year from the local control formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.
- iii. The CMO fee allocation shall be the lesser of i. or ii. above during the charter's authorization.
- iv. Annual documentation submitted for the CMO fee must include:
 1. The Magnolia Public Schools (MPS) Home Office Budget, including the position control budget.
 2. An Excel File with calculations for the CMO fee allocation and any written CMO plan or agreement.
 3. Details for total Home Office Expenditure Allocation (CMO fees) distributed across all MSA charter schools.
- v. **As a condition of approval, any intercompany or intraorganizational transaction, (including transfers and/or loans) between MSA charter schools, MERF, or any other related entity that extend beyond a one year term require a material revision and submission of a revised budget.**
- vi. **While a school's eligibility of differentiated assistance persists**, based on the performance criteria set by the SBE (where LEAs have at least one student group meeting the criteria in two or more priority areas), the school shall be prohibited from engaging in intercompany or intraorganizational transactions as defined in section v. above.

If any part or sub-part of conditions one (1) through three (3) is not met by the date specified, the Superintendent will notify the County Board at a regularly scheduled meeting. Failure to meet any of the conditions by the specified timeline is grounds for terminating authorization.

Terminating authorization of the charter is considered a denial.

The complete Report of the Findings of Fact on the renewal petition for *Magnolia Science Academy-3, Grades 6-12*, is attached.

Staff Findings on the *Magnolia Science Academy-3*, Grades 6-12
Renewal Petition

BACKGROUND INFORMATION

Magnolia Science Academy-3 (MSA-3) opened in 2007 when it was first authorized by the Los Angeles Unified School District Board of Education (LAUSD Board). It was renewed by the LAUSD Board in 2012. In 2016, the LAUSD Board denied MSA-3's renewal request citing various fiscal and operational deficiencies, including: a failure to respond to reasonable requests from the authorizer; inconsistent fiscal policies and procedures; and failure to provide comprehensive descriptions of four of the 15 required elements.

MSA-3 submitted an appeal to the Los Angeles County Board of Education (County Board), and on December 20, 2016, the County Superintendent's recommendation to deny the appeal was overturned by the County Board. The staff report listed various concerns, including unsound educational programs for English Learners (ELs) and students with disabilities (SWD); unrealistic financial plans; and failure to provide comprehensive descriptions for seven of the 15 required elements. The County Board authorized MSA-3 for a five-year term commencing on July 1, 2017, and ending on June 30, 2022. Due to legislative changes after the COVID-19 pandemic, the school's charter term was automatically extended to June 30, 2025.

The renewal petition for MSA-3 is to renew the charter for a school with grades 6-12 with current enrollment of approximately 400 students. The school is located at 1254 East Helmick Street, Carson, California within the geographic boundary of LAUSD.

MSA-3 is one of 10 schools currently operated by the 501(c)(3) nonprofit public benefit corporation Magnolia Educational and Research Foundation (MERF), which does business as Magnolia Public Schools (MPS). This charter management organization (CMO) has eight schools in Los Angeles County, one in Orange County, and one in San Diego County.

Mission and Vision: The petition states the charter school's mission as "Magnolia Public Schools provides a safe and nurturing community using a whole-child approach to provide high quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others."

The school's vision is "Graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming ideas with creative thinking, effective communication, and the rigor of science."

Students Served by the School: MSA-3 serves students in grades 6-12, and the petition states enrollment is drawn mainly from Carson and its neighboring communities.

The 2023-24 enrollment at MSA-3 was approximately 389 students, with the following demographics: 58% Hispanic or Latino; 38% African American or Black; 3% Two or More Races; and less than 1% of both Filipino and White; 72% Socioeconomically Disadvantaged Students (SED); 14% SWD; 5% EL; 5% Homeless Youth (HY), and 3% Foster Youth (FY).

Table 1: MSA-3 2023-2024 Enrollment by Ethnicity

Student Groups	Number Enrolled	Percent of Total Enrollment
All	389	
AA/Black	148	38.0
American Indian	0	0
Asian	0	0
Filipino	1	0.3
Hispanic	226	58.1
Pac Islander	0	0
Two or more	12	3.1
White	2	0.5

Source: CDE Data & Statistics/Accessing Educational Data/Census Day Enrollment Data <https://www.cde.ca.gov/ds/ad/filesenrcensus.asp> Retrieved 11-6-24

Table 2: MSA-3 2023-2024 Enrollment by Student Group

Student Groups	Number Enrolled	Percent of Total Enrollment
EL	21	5.4
Foster	10	2.6
Homeless	21	5.4
SED	279	71.7
SWD	54	13.9

Source: CDE Data & Statistics/Accessing Educational Data/Census Day Enrollment Data <https://www.cde.ca.gov/ds/ad/filesenrcensus.asp> Retrieved 11-6-24

Table 3: MSA-3 Enrollment by Year and Grade

Year	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12	Total
2017-18	88	89	88	49	54	45	42	455
2018-19	77	104	107	69	51	52	50	510
2019-20	66	87	105	79	56	49	55	497
2020-21	34	69	88	68	62	51	45	417
2021-22	61	42	69	81	58	57	49	417
2022-23	34	74	49	58	62	54	48	379
2023-24	49	40	80	58	56	58	48	389

Source: CDE Data & Statistics/Accessing Educational Data/Census Day Enrollment Data <https://www.cde.ca.gov/ds/ad/filesenrcensus.asp> CDE Data & Statistics/Accessing Educational Data/Enrollment by School(1981-2022) <https://www.cde.ca.gov/ds/ad/fileshistenr8122.asp> Retrieved 11-6-24

Since its authorization by the County Board, MSA-3 has received no formal, written notices of concern.

LOS ANGELES COUNTY OFFICE OF EDUCATION REVIEW PROCESS

Review Criteria: The Los Angeles County Office of Education (LACOE) Charter School Review Team (Review Team) considered the petition according to the requirements of the *Education Code* and other pertinent laws, guidance established in the *California Code of Regulations* Title 5, County Board Policy and the Superintendent’s Administrative Regulations.¹

LACOE has adopted the petition review criteria established in 5 CCR section 11967.5.1(a-g) except where LACOE determined that the regulations provide insufficient direction or where they are not applicable because the structure or responsibility of the County Board and LACOE differ from those of the State Board of Education (SBE) and the California Department of Education (CDE). In these instances, LACOE developed its own local review criteria or added criteria to those developed by CDE to reflect the needs of the County Board as the authorizer and LACOE as the monitoring and oversight agency. These local criteria do not conflict with statute.

¹ Words in italics indicate a direct reference to the language in these documents.

A more detailed description of the LACOE petition renewal process can be found in Appendix A.

RENEWAL ELIGIBILITY

Basic Renewal Criteria²

All charter schools requesting renewal must clearly show that they meet eligibility requirements set forth in the Charter Schools Act and further defined in AB 1505. Depending on the findings adopted by the County Board, a charter may be renewed or denied renewal based on these criteria found in *EC 47605*, *47607* and *47607.2*:

1. Do the petition and supporting documentation reflect a sound educational program for pupils? Are the petitioners likely to successfully implement the program set forth in the petition? Does the petition contain a reasonably comprehensive description of all required elements and affirm the conditions of *EC 47605(e)*?
2. Is the charter eligible for renewal under the High, Middle, or Low performing category and has the charter provided an argument with sufficient evidence that it has attained the criteria for renewal under that category? Has the charter attained measurable increases in academic achievement schoolwide and for numerically significant subgroups served by the charter school, and if applicable, does the school have strong postsecondary outcomes?
3. Does the charter school have discriminatory enrollment or dismissal practices? Does the charter have substantial fiscal or governance issues?

MSA-3 is designated Middle Performing for EC 47607.2(b) Evaluation Purposes³

The school was not found eligible for high performing under *EC 47607(c)* nor low performing under *EC 47607.2(a)*; therefore, the chartering authority:

- A. Shall consider schoolwide performance and performance of all subgroups on the Dashboard, while providing greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal
- B. Shall also consider clear and convincing evidence with verified data showing either:
 1. The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in schoolOR
 2. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

Note: An Authorizer may only deny pursuant to *EC 47607.2(b)* upon making written findings that:

- (1) The charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of the school;

AND

- (2) Closure is in the best interest of the pupils;

² The full renewal criteria can be found in Appendix B.

³ Source: CDE Charter Schools Performance Category Data Files
<https://www.cde.ca.gov/sp/ch/performcategorydf.asp> Retrieved 11-16-24

AND

- (3) The decision provided greater weight to the performance on measurements of academic performance.

Written factual findings specific to this particular petition along with supporting facts are presented in the next section of this report.

The review team established that MSA-3 has met the criteria for renewal. The charter school made sufficient progress toward meeting standards, they presented a sound educational program, they're likely to successfully implement the educational program, the petition contains the required affirmations and assurances from Ed code 47605, and there is no evidence of fiscal or governance factors or that the school is not serving all pupils. Although the petition does not contain a reasonably comprehensive description of all elements, the review team concluded that the completion of technical adjustments will make the petition fully compliant.

FINDINGS OF FACT

Finding 1: The charter school met the renewal criteria specified in *EC 47607.2(b)*, demonstrated an academically middle performing classification.

MSA-3 was identified as middle performing charter school by the CDE. As such, verified data was utilized as one indicator within this renewal consideration. [*EC 47607.2(c)*]

In reviewing the schoolwide performance and performance of all numerically significant student groups on the California Dashboard and the verified data provided by the charter school, MSA-3 has provided clear and convincing evidence that the school is making year-over-year progress through their NWEA MAP data as analyzed on page 5. As a grade 6-12 charter school, the California Dashboard for MSA-3 consists of the following indicators: academic performance on the California Assessment of Student Performance and Progress System (CAASPP) in English Language Arts (ELA) and Mathematics (Math); English Learner Progress Indicator (ELPI); College/Career Indicator (CCI); Chronic Absenteeism Indicator; Graduation Rate Indicator; Suspension Rate Indicator; and Local Indicators. MSA-3 uses NWEA MAP assessments as its verified data source for grades 6-11 to show year-over-year growth. Extensive data tables of these indicators are available in Appendix C.

Academic Performance Indicators on the California Dashboard Compared to State

In 2022, the school performance in ELA measured by the Distance from Standard (DFS) was lower for all students and two of the three numerically significant student groups. In 2023, the school performance in ELA the DFS was lower than the state average for all students and two of the three numerically significant student groups. In 2024, the school performance in ELA measured by the DFS was lower for all students but higher for two of the three numerically significant student groups.

Table 4: MSA-3 ELA Distance From Standard Compared to the State

	2022	2023	2024
Indicator	ELA		
Status Metric	Distance from Standard		
All Students	Lower	Lower	Lower
Numerically Significant Student Groups			
African American or Black	Lower	Higher	Higher
Hispanic or Latino	Higher	Lower	Higher
Socioeconomically Disadvantaged	Lower	Higher	Lower
Are all students and the majority of the numerically significant student groups performing at or above the state's average DFS?	NO	NO	NO
Comprehensive ELA Dashboard data including student groups and state comparison is available in Appendix C			

In 2022, the school's DFS for Math was lower than the state average for all students and two of the three numerically significant student groups. In 2023, the Math DFS was lower than the state average for all students and all numerically significant student groups. In 2024, the school's DFS for Math was lower than the state average for all students and two of the three numerically significant student groups.

Table 5: MSA-3 Math Distance From Standard Compared to the State

	2022	2023	2024
Indicator	Math		
Status Metric	Distance from Standard		
All Students	Lower	Lower	Lower
Numerically Significant Student Groups			
African American or Black	Lower	Lower	Higher
Hispanic or Latino	Higher	Lower	Lower
Socioeconomically Disadvantaged	Lower	Lower	Lower
Are all students and the majority of the numerically significant student groups performing at or above the state's average DFS?	NO	NO	NO
Comprehensive Math Dashboard data including student groups and state comparison is available in Appendix C			

As the school did not show clear and convincing evidence of academic achievement through the California Dashboard, the school's verified data, NWEA MAP, was reviewed. To demonstrate year-over-year progress, the student group's Cognitive Growth Index (CGI) must be greater than or equal to -0.2. The NWEA MAP data is disaggregated by grade level for all students tested and numerically significant student groups as defined by the publisher (student groups with 10 or more students) for both Reading and Math. Of note, the school only administers the NWEA MAP test to grades 6-11. Therefore, data is available for a maximum of six grade levels.

In addition to reviewing the CGI, the participation rate was considered. The participation of students taking the NWEA test, as reported by the school in the petition, falls within an acceptable range when compared to the school's total enrollment.

In 2021-2022 and 2022-2023, the school met the CGI requirement for the majority of grades for all students and the majority of grade levels for all numerically significant student groups for Reading. In 2023-2024,

Staff Findings on the Renewal for the Magnolia Science Academy-3

the Reading NWEA MAP data indicates that only three of six grade levels met the CGI requirement for all students in that grade level and only one of the four numerically significant student groups met CGI for Reading. The Math data indicates that the majority of the grade levels and the numerically significant students groups met CGI for all three years. The review of the data indicates that the school met year-over-year growth two of the three years in reading and three of three in math.

When specifically reviewing the African American or Black student group, the NWEA data reveals inconsistent performance, particularly in math. For the majority of grade levels, the required CGI was not met in two of the three years analyzed. However, the most recent dashboard data indicates that this student group is outperforming the state average in both ELA and math, thereby meeting the criteria for renewal. While there is room for improvement for this student group, staff has determined that the school satisfies the renewal criteria. Upon renewal, ongoing monitoring would be conducted through the oversight processes.

Table 6: MSA-3 NWEA MAP Reading and Math Student Groups Meeting CGI

	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
	NWEA MAP Reading				NWEA MAP Math		
	Grade Levels Meeting CGI				Grade Levels Meeting CGI		
All Students	4 of 6	6 of 6	4 of 6		5 of 6	6 of 6	4 of 6
	Numerically Significant Student Groups						
African American or Black	2 of 3*	5 of 6	3 of 6		2 of 4*	4 of 6	3 of 6
Hispanic or Latino	5 of 6	4 of 6	5 of 6		5 of 6	5 of 6	5 of 6
Socioeconomically Disadvantaged	4 of 6	6 of 6	3 of 6		5 of 6	4 of 6	5 of 6
Students with Disabilities	--	--	0 of 1*		--	--	--
Participation Rate Met	YES	YES	YES		YES	YES	YES
Are all students and the majority of the numerically significant student groups performing at or above the publisher's metric?	YES	YES	NO		YES	YES	YES
Note: Data reflects grade levels with ten or more students in that student group. The school only administers the NWEA test to grades 6-11. Thus, each student group has at most six data points for each test * Student group was less than ten students for one or more grade levels Comprehensive NWEA data is available in below							

It is noteworthy that the school’s petition included a weighted average of the student group, which NWEA and its psychometrician does not recommend as an appropriate way to display the data.

The other two academic indicators included in the indicator that have a greater weight on renewal are CCI and ELPI. In 2023 and 2024, the CCI for MSA-3 was higher than the state average for all students and the two numerically significant student groups. CCI was first reported on the California Dashboard in 2023; therefore, there is no data for 2022.

Staff Findings on the Renewal for the Magnolia Science Academy-3

Table 7: MSA-3 CCI Percent Compared to the State

	2022	2023	2024
Indicator	College and Career Indicator (CCI)		
Status Metric	Percent Prepared		
All Students	Not Reported in 2022	Higher	Higher
Numerically Significant Student Groups			
Hispanic or Latino		Higher	Higher
Socioeconomically Disadvantaged		Higher	Higher
Are all students and the majority of the numerically significant student groups performing at or above the state average?		YES	YES
Comprehensive CCI data including student groups and state comparison is available in Appendix C			

The California Dashboard requirements indicate a numerically significant student group for the ELPI must consist of at least 30 ELs. For all three years of dashboard data, the number of English learners enrolled at MSA-3 was less than 30 students; therefore, no performance level was issued. Of note, the school had an ELPI rate higher than the state for two of the three years, but since this is not a numerically significant student groups and thus does not factor into renewal.

Table 8: MSA-3 ELPI Percent Compared to the State

	2022	2023	2024
Indicator	English Learner Progress Indicator (ELPI)		
Status Metric	Percent Making Progress		
English Learners	Higher*	Higher*	Lower*
Comprehensive ELPI data including state comparison is available in Appendix C			
Note: *designates the number of students does not meet the minimum number of students required for this indicator			

The school attained measurable increases in academic achievement schoolwide and for numerically significant student groups for renewal in the four academic indicators per EC 47607.2(b). The performance on these academic indicators shall hold greater weight in determining charter renewal criterion.

Academic Engagement, School Conditions and School Climate Indicators on the California Dashboard Compared to State

For all three years of dashboard data, the graduation rate for MSA-3 was higher than the state average for all students and the two numerically significant student groups.

Table 9: MSA-3 Graduation Rate Percent Compared to the State

	2022	2023	2024
Indicator	Graduation Rate		
Status Metric	Percent Graduated		
All Students	Higher	Higher	Higher
Numerically Significant Student Groups			
Hispanic or Latino	Higher	Higher	Higher
Socioeconomically Disadvantaged	Higher	Higher	Higher
Are all students and the majority of the numerically significant student groups performing at or above the state average?	YES	YES	YES
Comprehensive Graduation data including student groups and state comparison is available in Appendix C			

Staff Findings on the Renewal for the Magnolia Science Academy-3

To attain measurable increases for renewal in areas of chronic absenteeism and suspension rate, the majority of the numerically significant student groups must be the same or lower than the state.

In 2022, the chronic absenteeism percentage for MSA-3 was lower than the state average for the three numerically significant student groups but was higher than the state average for all students. In 2023 and 2024, the school was higher than the state average for all students and all numerically significant student groups. Of note, the school’s chronic absenteeism has declined for all students and the majority of numerically significant students. The only group that did not see a decline was African American students with 2022 having a rate of 32.9%, 41.85 in 2023, and 33.0% in 2024.

Table 10: MSA-3 Chronic Absenteeism Percent Compared to the State

	2022	2023	2024
Indicator	Chronic Absenteeism		
Status Metric	Percent Chronically Absent		
All Students	Higher	Higher	Higher
Numerically Significant Student Groups			
African American or Black	Lower	Higher	Higher
Hispanic or Latino	Lower	Higher	Higher
Socioeconomically Disadvantaged	Lower	Higher	Higher
Are all students and the majority of the numerically significant student groups performing at or below the state average?	NO	NO	NO

Comprehensive Chronic Absenteeism data including student groups and state comparison is available in Appendix C

In 2022, the suspension rate for MSA-3 was lower than the state average for all students and three of the four numerically significant student groups. In 2023, the suspension rate for MSA-3 was higher than the state average for all students and three of the four numerically significant student groups. In 2024, the suspension rate was lower than the state average for all students and all four numerically significant student groups. While this data is inconsistent year over year, all suspension rates in 2024 were lower than suspension rates in 2022 for all students and all four numerically significant student groups.

Table 11: MSA-3 Suspension Rate Percent Compared to the State

	2022	2023	2024
Indicator	Suspension Rate		
Status Metric	Percent of Students Suspended at Least One Day		
All Students	Lower	Higher	Lower
Numerically Significant Student Groups			
African American or Black	Lower	Lower	Lower
Hispanic or Latino	Lower	Higher	Lower
Socioeconomically Disadvantaged	Lower	Higher	Lower
Students with Disabilities	Higher	Higher	Lower
Are all students and the majority of the numerically significant student groups performing at or below the state average?	YES	NO	YES

Comprehensive Suspension data including student groups and state comparison is available in Appendix C

All Local Indicators⁴ were met each year.

Table 12: MSA-3 Local Indicators

	2022	2023	2024
	Local Indicators		
Basics: teachers, Instructional Materials, Facilities	Standard Met	Standard Met	Standard Met
Implementation of Academic Standards	Standard Met	Standard Met	Standard Met
Parent & Family Engagement	Standard Met	Standard Met	Standard Met
Local Climate Survey	Standard Met	Standard Met	Standard Met
Access to a Broad Course of Study	Standard Met	Standard Met	Standard Met

Other Considerations

The school submitted a MERF board approved Action Plan for Success due to the school’s achievement in mathematics, chronic absenteeism, suspension, overall sixth grade performance and African American and Black students overall performance. This plan indicates specific outcomes, targets and interventions for each of these metrics and student groups. The plan includes two new positions: Family Success Coordinator and African American Success Coordinator. The administrative team plans to launch a Plan-Do-Study-Act cycle to evaluate and refine strategies for the African American student group. The plan also fails to reference research-based interventions specific to these individual populations. While action plan includes research citations, it fails to identify any specific strategies and practices from the research. Further, the instructional strategies are the same strategies noted for all students, and many occur outside of the normal school day.

Analysis of enrollment data obtained from the California Department of Education (CDE), as required by *Education Code 47607(d)*, did not reveal any evidence that the school failed to serve students seeking enrollment.

Based on a comprehensive review, the school has demonstrated measurable progress in key areas required by *Education Code 47607.2(b)*, with greater weight provided to measurements of academic performance. Year-over-year data analysis demonstrates the school has met statutory renewal requirements for continued operation.

Finding 2: The petition does not provide an unsound educational program for students to be enrolled in the school. [EC 47605(c)(1)]

The program does not *involve activities that would present the likelihood of physical, educational, or psychological harm to the affected pupils.*

Finding 3: The petitioners are likely to successfully implement the proposed educational program. [EC 47605(c)(2)]

5 CCR 11967.5.1(c) provides four indicators for the Board to consider *in determining whether charter petitioners are “demonstrably unlikely to successfully implement the program.”* The review team determined the petitioners are likely to successfully implement the charter as long as the school (1) meets its enrollment projections and (2) meets its Average Daily Attendance (ADA) projections.

⁴ Per EC 52064.5, local indicators are self-assessed and self-reported by LEAs.

Staff Findings on the Renewal for the Magnolia Science Academy-3

1. They have not had a past history of involvement in charter schools or other education agencies (public or private), that LACOE regards as unsuccessful.
2. They are familiar with the content of the petition or the requirements of law that would apply to the proposed charter school.
3. They have not presented an unrealistic financial and operational plan for the proposed charter school.

The following fiscal analysis was used in making this determination and is provided for the Board’s consideration.

Finance and Operations Overview

The Magnolia Educational & Research Foundation (MERF) manages 10 charter schools. **Table 13** presents a summary of MERF's and its affiliated organizations' financial performance over the past five years (2019-20 to 2023-24). The table highlights financial metrics, including **Cash, Net Cash Flow, Net Assets, Operating Results, Liabilities, Students Served,** and **P2-ADA**. These figures provide insights into MERF's fiscal health and operational trends during the specified period.

Table 13: Magnolia Educational & Research Foundation and Affiliated Organizations

Year of Operation (2021-20)	Cash	Net Cash Flow	Net Assets	Operating Results	Liabilities	Students Served*
2019-20 (Year (1))	\$24,880,403	\$3,749,681	\$30,921,731	\$2,808,028	\$55,476,652	3,890
2020-21 Year (2)	\$22,858,187	(\$2,022,123)	\$43,676,816	\$12,755,085	\$48,148,303	3,870
2021- 22 Year (3)	\$29,396,853	\$6,537,566	\$47,696,574	\$4,019,758	\$50,067,338	3,708
2022- 23 Year (4)	\$41,517,716	\$12,154,451	\$53,752,216	\$6,055,642	\$92,250,232	3,586
2023-24 Year (5)	\$46,060,275	\$4,547,993	\$58,376,331	\$4,624,115	\$85,805,478	3,715

Source: Annual independent consolidated audit reports (FY 2019-20 through FY 2023-24). . *Per Magnolia Educational & Research Foundation Audit Report consolidated financial statements.

Table 14 illustrates the last five years of financial performance (FY 2020 through FY 2024) for MERF and affiliated organizations.

Table 14: Organization-Wide Fiscal Performance

Year of Operation	Cash	Net Assets	Operating Results	Liabilities
Magnolia Educational & Research Foundation				
2019-20	\$3,193,616	\$1,954,702	\$331,041	\$1,785,709
2020-21	\$2,713,961	\$2,958,031	\$1,003,329	\$765,455
2021-22	\$3,494,526	\$2,390,863	(\$567,168)	\$1,970,165
2022-23	\$1,880,254	\$3,563,059	\$1,172,196	\$2,312,334
2023-24	\$3,037,906	\$2,952,601	(\$610,458)	\$2,002,053
MSA 1 – Magnolia Science Academy authorized by LACOE				
2019-20	\$2,636,263	\$5,302,115	\$439,957	\$2,486,765
2020-21	\$2,702,957	\$8,002,068	\$2,699,953	\$2,003,143
2021-22	\$4,691,999	\$9,528,476	\$1,526,408	\$2,512,394
2022-23	\$7,082,543	\$11,005,785	\$1,477,309	\$30,312,538
2023-24	\$6,168,458	\$11,249,876	\$244,091	\$28,956,844
MSA 2 – Magnolia Science Academy authorized by LACOE				
2019-20	\$2,288,348	\$1,576,974	\$560,422	\$1,666,546
2020-21	\$2,270,880	\$3,041,572	\$1,464,598	\$1,092,239
2021-22	\$3,159,968	\$3,805,042	\$763,470	\$1,353,130

Staff Findings on the Renewal for the Magnolia Science Academy-3

Year of Operation	Cash	Net Assets	Operating Results	Liabilities
2022-23	\$3,171,900	\$5,642,260	\$1,837,218	\$24,114,024
2023-24	\$3,994,043	\$5,753,136	\$110,876	\$23,296,344
MSA 3 – Magnolia Science Academy authorized by LACOE				
2019-20	\$1,393,344	\$800,715	(\$246,293)	\$1,392,347
2020-21	\$1,191,007	\$2,178,326	\$1,377,611	\$796,105
2021-22	\$1,037,387	\$2,646,594	\$468,268	\$1,159,075
2022-23	\$3,240,633	\$3,254,116	\$607,522	\$2,342,482
2023-24	\$3,370,334	\$3,295,456	\$41,340	\$1,394,749
MSA 4 – Magnolia Science Academy authorized by LAUSD				
2019-20	\$1,317,106	\$908,289	(\$414,439)	\$632,850
2020-21	\$1,137,866	\$1,221,947	\$313,658	\$442,177
2021-22	\$1,105,035	\$1,349,016	\$127,069	\$526,330
2022-23	\$1,599,759	\$1,448,873	\$99,857	\$953,012
2023-24	\$1,265,070	\$1,322,121	(\$126,752)	\$540,095
MSA 5 – Magnolia Science Academy authorized by LACOE				
2019-20	\$1,478,382	\$2,107,384	\$325,377	\$921,508
2020-21	\$1,648,188	\$3,033,303	\$925,919	\$618,388
2021-22	\$2,309,363	\$3,694,602	\$661,299	\$835,846
2022-23	\$4,234,391	\$5,303,440	\$1,608,838	\$2,265,217
2023-24	\$7,876,628	\$7,632,612	\$2,329,172	\$4,081,197
MSA 6 – Magnolia Science Academy authorized by LAUSD				
2019-20	\$2,024,300	\$1,851,544	\$37,254	\$416,321
2020-21	\$2,037,758	\$2,410,544	\$559,000	\$252,105
2021-22	\$2,434,523	\$2,440,121	\$29,577	\$482,446
2022-23	\$2,993,077	\$2,848,933	\$408,212	\$723,790
2023-24	\$2,773,148	\$2,666,531	(\$182,402)	526,306
MSA 7 – Magnolia Science Academy authorized by LAUSD				
2019-20	\$1,632,981	\$1,878,892	\$336,252	\$757,493
2020-21	\$1,421,162	\$2,499,146	\$620,254	\$392,881
2021-22	\$1,783,300	\$2,614,648	\$115,502	\$828,250
2022-23	\$2,865,843	\$3,259,094	\$644,446	\$3,101,905
2023-24	\$3,182,955	\$3,328,936	\$69,842	\$2,486,244
MSA Bell – Magnolia Science Academy authorized by the California State Board of Education				
2019-20	\$3,014,092	\$4,787,947	\$552,388	\$1,232,735
2020-21	\$3,386,788	\$6,112,819	\$1,324,872	\$771,350
2021-22	\$3,937,972	\$6,432,844	\$320,025	\$984,578
2022-23	\$6,786,891	\$7,604,881	\$1,172,037	\$2,580,419
2023-24	\$7,305,692	\$7,675,302	\$70,421	\$1,487,800
MSA Santa Ana – Magnolia Science Academy, authorized by California State Board of Education				
2019-20	\$2,509,874	\$7,618,559	\$90,043	\$16,013,355
2020-21	\$634,784	\$9,109,585	\$1,491,026	\$14,589,850
2021-22	\$1,791,037	\$9,513,550	\$403,965	\$14,056,814
2022-23	\$3,317,444	\$9,527,466	\$13,916	\$14,640,151
2023-24	\$3,138,622	\$9,554,185	\$26,720	\$12,663,614
MSA San Diego – Magnolia Science Academy authorized by San Diego USD				
2019-20	\$1,269,671	\$291,397	(\$51,265)	\$1,989,409
2020-21	\$1,598,406	\$1,219,780	\$928,383	\$1,528,696
2021-22	\$1,420,535	\$1,369,110	\$149,330	\$1,324,174
2022-23	\$1,964,663	\$1,409,667	\$40,557	\$9,279,744
2023-24	\$1,736,889	\$1,604,541	\$194,873	\$8,476,384

Staff Findings on the Renewal for the Magnolia Science Academy-3

Year of Operation	Cash	Net Assets	Operating Results	Liabilities
Magnolia Properties Management, Inc. (MPM Inc/LLC.) formed on January 12, 2012				
2019-20	\$2,122,426	\$2,278,881	\$847,291	\$29,549,320
2020-21	\$2,114,430	\$2,325,363	\$46,482	\$28,933,131
2021-22	\$2,231,208	\$2,347,376	\$22,013	\$28,287,064
2022-23	\$2,380,318	\$53,592,082	\$51,244,706	\$55,573,919
2023-24	\$2,210,530	\$54,630,254	\$ 1,038,172	\$52,404,012
Source: Annual independent audit reports (FY 2019-20 thru FY 2023-24)				

Review of Prior Year Audit Reports

The petition includes annual audit reports for fiscal years 2019-20 through 2023-24, which provide a comprehensive overview of the financial position and compliance of the Magnolia Educational & Research Foundation (MERF). These audits confirm that MERF ended the 2023-24 fiscal year with a positive fund balance of **\$58,376,331**.

The Independent Auditors’ Reports for this period consistently resulted in an **unmodified opinion**, reflecting that the financial statements fairly represent MERF's financial position in all material respects. However, findings related to state awards were noted in the fiscal year 2022-23 audits for **MSA Bell** and **MSA San Diego**.

Table 15: MERF Annual Audit Reports

Entity	Fiscal Year	Auditing Firm	Opinion	Findings	Ending Fund Balance per Audit – June 30
Magnolia Educational & Research Foundation	2019-20	EideBailly CPAs & Business Advisors	Unmodified	Yes	\$30,921,731
Magnolia Educational & Research Foundation	2020-21	EideBailly CPAs & Business Advisors	Unmodified	None	\$43,676,816
Magnolia Educational & Research Foundation	2021-22	EideBailly CPAs & Business Advisors	Unmodified	None	\$47,696,574
Magnolia Educational & Research Foundation	2022-23	EideBailly CPAs & Business Advisors	Unmodified	State Award	\$53,752,216
Magnolia Educational & Research Foundation	2023-24	EideBailly CPAs & Business Advisors	Unmodified	None	\$58,376,331
Source: Annual independent audit reports (FY 2019-2020 thru FY 2023-2024)					

Audit Findings

Table 16: MERF Annual Audit Reports FY 2019-20

Finding Detail	Finding Description
Fiscal Year	FY 2019-20
Finding	2020-001 Internal Control
Code	30000
Finding Type	Internal Control
Criteria or Specific Requirements	Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.
Conditions	Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Staff Findings on the Renewal for the Magnolia Science Academy-3

Questioned Cost	There are no questioned costs identified with the condition note.
Context	An accrual related to accounts receivable, prepaid expenses, accounts payable, and refundable advance were not recorded and accounted for.
Effect	During the course of our engagement, management identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.
Cause	The timing of the accrual was during a transition period for new management making it difficult to implement this level of internal control to monitor year end accruals.
Recommendation	We recommend management and those charged with governance evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.
Repeat Finding (Yes or No)	No
Corrective Action Plan and Views of Responsible	The Organization agrees that having an internal control system over monitoring the year end accruals is an important part of the Organization's overall internal control process. The Organization has created processes to monitor and implement these controls.
Current Status	Implemented

Table 17: MERF Annual Audit Reports FY 2022-23

Finding Detail	Finding Description																				
Fiscal Year	FY 2022-23																				
Finding	2023-001 After School Education and Safety Program																				
Code	40000																				
Finding Type	State Compliance																				
Criteria or Specific Requirements	According to the California <i>Education Code</i> Section 8482.4(c)(1), a charter that receives state funding for an after-school program must report attendance to the California Department of Education (CDE) semiannually. Such reporting must be supported by attendance records supporting student participation.																				
Conditions	<p>The Organization compiles monthly summaries of student attendance for submission to the CDE. However, in reviewing the Organization's monthly summary totals for the second semi-annual reporting period, it was noted that the Organization's monthly totals as summarized did not agree with what was reported on the semi-annual report. The CDE report for the first semi-annual report shows 151 and 7,235 students served for Magnolia Science Academy 8⁵ and Magnolia Science Academy San Diego, respectively. In contrast, the monthly summary totals for July through December 2022 shows 666 and 7,221 students served for the Magnolia Science Academy 8 and Magnolia Science Academy San Diego, respectively.</p> <p>This resulted in the Organization misstated the number of students served by 501.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Summarized Attendance Documentation</th> <th style="text-align: center;">Attendance Report to the CDE</th> <th style="text-align: center;">Difference</th> </tr> </thead> <tbody> <tr> <td colspan="4">Charter School</td> </tr> <tr> <td>Magnolia Science Academy 8</td> <td style="text-align: center;">666</td> <td style="text-align: center;">151</td> <td style="text-align: center;">515</td> </tr> <tr> <td>Magnolia Science Academy San Diego</td> <td style="text-align: center;">7,221</td> <td style="text-align: center;">7,235</td> <td style="text-align: center;">-14</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: center;">501</td> </tr> </tbody> </table>		Summarized Attendance Documentation	Attendance Report to the CDE	Difference	Charter School				Magnolia Science Academy 8	666	151	515	Magnolia Science Academy San Diego	7,221	7,235	-14				501
	Summarized Attendance Documentation	Attendance Report to the CDE	Difference																		
Charter School																					
Magnolia Science Academy 8	666	151	515																		
Magnolia Science Academy San Diego	7,221	7,235	-14																		
			501																		

⁵ MSA 8 is also referred to as MSA Bell.

Staff Findings on the Renewal for the Magnolia Science Academy-3

Finding Detail	Finding Description
Questioned Cost	Under the provisions of the program, there are no questions associated with this condition. However, the number of students served appears understated by 515 students and overstated by 14 for Magnolia Science Academy 8 and Magnolia Science Academy San Diego, respectively, resulting in a misstatement of 501 for the first semi-annual reporting period for the Organization.
Context	The attendance condition was identified when the auditor selected one semi-annual reporting period dated July 2022 to December 2022. Auditor reviewed monthly summaries for the same period noting multiple exceptions as noted above.
Effect	In addition, the Organization was not compliant with <i>Education Code</i> Section 8482.4(c)(1) for the 2022-2023 fiscal year, since the number of students served as reported to the CDE is misstated when compared to supporting records.
Cause	The attendance condition appears to have resulted from inconsistent procedures utilized to track student attendance.
Recommendation	For accurate attendance reporting, the Organization should review procedures used to report the number of students served to the CDE to methods are consistent to allow for accurate reporting. Procedures for attendance should include an independent review of the sign out sheets, monthly summaries, and semi-annual reports prior to submitting them to the CDE.
Repeat Finding (Yes or No)	No
Corrective Action Plan and Views of Responsible	The Organization is taking steps to audit attendance from the sign-in and out sheets to the excel spreadsheets used to report the attendance. The attendance will be reviewed by another staff member in addition to the staff member preparing the data.
Current Status	Implemented

Budget Projections

Table 18 provides a summary of the charter’s proposed budget for the fiscal years 2024-25 through 2027-2028. This includes projected **Average Daily Attendance (ADA), Net Assets, Net Income, and Ending Cash Balance for the four (4) years**. The positive Ending Cash Balance for FY 2024-25 through 2027-28 is contingent upon achieving the school’s targeted enrollment and ADA.

Table 18: MSA-3 Proposed Budget Overview

Budget Plan	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
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Staff Findings on the Renewal for the Magnolia Science Academy-3

ADA	372.40	372.40	372.40	377.00
Net Assets	\$3,463,133	\$3,679,422	\$3,830,529	\$4,000,591
Net Income Projections	\$89,463	\$216,289	\$151,108	\$170,062
Projected Ending Cash Balance	\$2,710,735	\$3,155,293	\$3,286,863	\$3,475,712

To be fiscally solvent, the Budget Plan requires that the school (1) meets its enrollment projections and (2) meets its Average Daily Attendance (ADA) projections.

- The petitioners do not lack the necessary background in areas critical to the charter school’s success.

Finding 4: The petition does contain an affirmation of all specified assurances. [EC 47605(c)(4); EC 47605(e)]

Finding 5: The petition does not contain a reasonably comprehensive description of all required elements. [EC 47605(c)(5)(A)-(O)]

Based on the guidance established in *Education Code*, California Code of Regulations, the requirements set forth in the Superintendent’s Administrative Regulations (AR) and other requirements of law, one of the 15 required elements is not reasonably comprehensive. The findings of the Review Team are as follows:

Element 1: Description of the Educational Program. *Not reasonably comprehensive*

- The petition does not sufficiently indicate *how the charter school will identify and respond to the needs of pupils who are not achieving at or above expected levels.* [5 CCR 11967.5.1(f)(1)(F)]
 - While the petition has some intended interventions such as, after school tutoring, computer tutorials, intervention blocks, and support through co-teaching and instructional assistants, it is unclear how these are deployed, when these are deployed and how these vary or increase as a student moves from tier to tier. During the capacity interview, the school shared some metrics of determining interventions and how they are deployed during the school day.
 - The educational program does not include a description of how it meets the needs of and challenges for African American students. Considering the current gap in academic achievement of African American students at the school, the petition, as well as the Plan for Success included with the petition submission, fails to include research-based interventions unique to this student group. The Action Plan for Success includes four citations but fails to include what strategies and practices from this research will be implemented.
- The petition lacks an adequate description of *how the charter school will meet the needs of special populations: foster youth and homeless youth.* [5 CCR 11967.5.1(f)(1)(G)] Immediate enrollment, minimum state graduation requirements and partial credits are absent from the petition in accordance with AB 167/216 and SB 578. The school has board policy for foster youth and homeless youth including minimum state requirements.

Element 2: Measurable Pupil Outcomes. *Reasonably comprehensive with a specific deficiency*

The petitioner contends that MPOs are not eligible criteria for renewal. On page 14 of the petition, the petitioner contends, “MSA-3 contests LACOE’s position that MPO are part of the legal criteria for charter renewal. They are not. Further, MPOs drafted under the pressure of conditional charter approval do not reflect a thoughtful approach to student growth and achievement.”

Staff Findings on the Renewal for the Magnolia Science Academy-3

It is not only LACOE's position that MPOs must be considered part of the review process, *EC 47601 states, It is the intent of the Legislature, in enacting this part, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:*

- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems*

Further, *EC 47607(b) states, Renewal and material revisions of charters are governed by the standards and criteria described in Sections 47605. EC 47605(c)(5)(B) defines measurable pupil outcomes as one of the criteria of EC 47605.*

Element 3: Method for Measuring Pupil Progress. *Reasonably comprehensive*

Element 4: Governance Structure. *Reasonably comprehensive*

Element 5: Employee Qualifications. *Reasonably comprehensive with a specific deficiency*

The petition does not *identify a position that the charter school regards as key in each category and specify the additional qualifications expected of individuals assigned to those positions.* The Action Plan for Success submitted with the petition includes the position, African American Success Coordinator, which is crucial in the implementation of the success plan. The petition includes the responsibilities and duties of this position, but fails to indicate the qualifications. Further, it is unclear if this is a standalone position or falls under the Dean of Students.

Element 6: Health and Safety Procedures. *Reasonably comprehensive*

Element 7: Means to Achieve a Reflective Racial, Ethnic Balance, Special Education and English Learner. *Reasonably comprehensive*

Recognizing the limitations on admissions to charter schools imposed by EC 47605(d), the petition contains specific information indicating the racial, ethnic, and Special Education and English Learner composition of the general population residing within the territorial jurisdiction of the school district in which the charter will be located is attained by the charter school.

Table 19: MSA-3 and Local Community Enrollment by Ethnicity

Student Groups	Percent of Total Enrollment of School 2023-2024	Community* Zip code 91335
		Percent of Total Community
African American or Black	38.0	61.3
American Indian	0	0.3
Asian	0	5.0
Filipino	0.3	3.2
Hispanic or Latino	58.1	20.2
Pacific Islander	0	1.1
Two or more Races	3.1	10.3
White	0.5	9.1

Source: CDE Data & Statistics/Accessing Educational Data/Census Day Enrollment Data <https://www.cde.ca.gov/ds/ad/filesenrcensus.asp> Retrieved 11-6-24
 *Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates <https://data.census.gov/table/ACSDP5Y2022.DP05?t=Populations%20and%20People&g=860XX00US90746>

Element 8: Admission Requirements. *Reasonably comprehensive*

Element 9: Annual Independent Financial Audits. *Reasonably comprehensive*

Element 10: Suspension and Expulsion Procedures. *Reasonably comprehensive*

Element 11: STRS, PERS, and Social Security. *Reasonably comprehensive*

Element 12: Public School Attendance Alternatives. *Reasonably comprehensive.*

Element 13: Post-Employment Rights of Employees. *Reasonably comprehensive*

Element 14: Dispute Resolution Procedures. *Reasonably comprehensive*

Element 15: Closure Procedures. *Reasonably comprehensive*

Staff Findings on the Renewal for the Magnolia Science Academy-3

Finding 6: The petitioners are not demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or is not serving all pupils who wish to attend, as documented pursuant to subdivision (d).

Finding 7: The petition satisfies all of the Required Assurances of *Education Code* section 47605(d), (f) through (i), and (l) through (n) as follows:

Standards, Assessments and Parent Consultation. [EC 47605(d)] *Meets the condition*

Employment is Voluntary. [EC 47605(f)] *Not applicable*

Pupil Attendance is Voluntary. [EC 47605(g)] *Not applicable*

Effect on the Authorizer and Financial Projections. [EC 47605(h)] *Provides the necessary evidence*

Preference to Academically Low Performing Students. [EC 47605(i)] *Qualifies*

Teacher Credentialing Requirement. [EC 47605(l)] *Meets the condition*

Transmission of Audit Report. [EC 47605(m)] *Meets the condition*

Parent Involvement is Voluntary [EC 47605(n)] *Meets the condition*

Appendix A

LOS ANGELES COUNTY OFFICE OF EDUCATION REVIEW PROCESS

Review Criteria: The Los Angeles County Office of Education (LACOE) Charter School Review Team (Review Team) considered the petition according to the requirements of the *Education Code* and other pertinent laws, guidance established in the *California Code of Regulations (5 CCR)*, Title 5, County Board Policy and Superintendent’s Administrative Regulations.⁶

LACOE has adopted the petition review criteria established in 5 CCR section 11967.5.1(a-g) except where LACOE determined that the regulations provide insufficient direction or where they are not applicable because the structure or responsibility of the County Board and LACOE differ from those of the State Board of Education (SBE) and the CDE. In these instances, LACOE developed its own local review criteria or added criteria to those developed by CDE to reflect the needs of the County Board as the authorizer and LACOE as the monitoring and oversight agency. These local criteria do not conflict with statute.

Reasonably Comprehensive: In addition to the regulatory guidance that specifies the components of each required element, 5 CCR section 11967.5.1(g) states a “reasonably comprehensive” description of the required petition elements shall include, but not be limited to, information that:

- (1) *Is substantive and is not, for example, a listing of topics with little elaboration.*
- (2) *For elements that have multiple aspects, addresses essentially all aspects the elements, not just selected aspects.*
- (3) *Is specific to the charter petition being proposed, not to charter schools or charter petitions generally.*
- (4) *Describes, as applicable among the different elements, how the charter school will:*
 - (A) *Improve pupil learning.*
 - (B) *Increase learning opportunities for its pupils, particularly pupils who have been identified as academically low achieving.*
 - (C) *Provide parents, guardians, and pupils with expanded educational opportunities.*
 - (D) *Hold itself accountable for measurable, performance based pupil outcomes.*
 - (E) *Provide vigorous competition with other public school options available to parents, guardians, and students.*

Reasonably Comprehensive with Deficiencies: An element may be reasonably comprehensive but lacks specific critical information or contain an error important enough to warrant correction. These elements are described as “reasonably comprehensive” with a specific “deficiency” or “deficiencies.” Correcting the deficiency or deficiencies would not be a material revision (as defined in statute and County Board Policy) to the charter.

Technical Adjustments: Three circumstances may require a “technical adjustment” to the petition:

- Adjustments necessary to reflect the County Board as the authorizer as required by statute. These adjustments are necessary because the petition was initially submitted to a local district and contains specific references to and/or language required by that district and/or the petition does not reflect the structure of the County Office.
- Adjustments needed to bring the petition current with changes made to law since the petition was submitted to the district as required by statute.

⁶ Words in italics indicate a direct reference to the language in these documents.

Staff Findings on the Renewal for the Magnolia Science Academy-3

- Adjustments necessary to address clerical errors or inconsistencies where making the adjustment would not be a material revision (as defined in statute and County Board Policy) to the charter.

Affirmations and Assurances: The petition shall contain a clear, unequivocal affirmation of each requirement, not a general statement of intention to comply. Neither the charter nor any of the supporting documents shall include any evidence that the charter will fail to comply with the conditions described in *EC* section 47605(c)(4).

Reviewers: The Review Team included staff from Business Advisory Services, Facilities and Construction, Risk Management, Curriculum and Instruction, Special Education, Student Support Services, Human Resources, Office of General Counsel, the Division of Accountability, Support and Monitoring, and the Charter School Office.

Scope of Review: Findings are based on a review of the same petition and supporting documents considered by the local district, information obtained through the Capacity Interview and other communications with the petitioner(s) and representatives of the school, and other publicly available information.

Legislative Intent

The Review Team considered whether the petition complies with *EC* section 47601 of the *Charter Schools Act*, which states:

It is the intent of the Legislature, in enacting this part, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.*
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.*
- (c) Encourage the use of different and innovative teaching methods.*
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.*
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.*
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.*
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.*

Additional Review Criteria Specific to a Renewal Petition

The renewal of a charter authorized by the County Board is governed by *EC* sections 47607 and 47605 or 47605.6 and 5 *CCR* section 11966.5, which provides the requirements for a renewal submission to a county board of education.

EC 47607(b) states that renewals *are governed by the standards and criteria in section 47605 (the requirements to establish a charter), and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.*

This language varies slightly from the requirement under 5 CCR 11966.4(a)(2), which requires the district to determine whether the renewal petition includes *a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed.* (Emphasis added)

The Review Team determined whether each required element complies with current legal requirements and whether the petitioners showed they are familiar with current legal requirements through the Capacity Interview. If the petition did not comply or the petitioners were unfamiliar with current law, the Review Team noted the deficiency through the applicable finding.

EC 47607(e) Notwithstanding subdivision (c) and subdivisions (a) and (b) of Section 47607.2, the chartering authority may deny renewal of a charter school upon finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors, or it not serving all pupils who wish to attend.

5 CCR 11966.5(b) provides the timelines, process and requirements for reviewing a renewal petition:

A petition for renewal, whether submitted to the county board of education as the chartering authority or on appeal from denial of the renewal petition by the local governing board, shall be considered by the county board of education upon receipt of the petition with all of the requirements set forth in this subdivision.

- (1) Documentation that the charter school meets at least one of the criteria specified in Education Code section 47607(b).*
- (2) A copy of the renewal charter petition, as denied by the local board, including a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed.*
 - (A) The signature requirement set forth in Education Code section 47605(a) is not applicable to a petition for renewal.*
- (3) When applicable, a copy of the governing board's denial and supporting written factual findings, if available.*
- (4) A description of any changes to the renewal petition necessary to reflect the county board of education as the chartering entity.*

County staff may provide a description of whether the petitioner met submission requirements.

5 CCR 11966.5(c) provides the areas to be considered to make a determination as to whether a charter should be renewed and provides the conditions under which a county board may deny a renewal petition:

- (1) When considering a petition for renewal, the county board of education shall consider the past performance of the school's academics, finances, and operation in evaluating the likelihood of future success, along with future plans for improvement, if any.*

Any concerns regarding the past performance of the school are addressed under **Finding 3 (Demonstrably Unlikely....)** Plans for future improvement, if provided, would be addressed as applicable under the appropriate petition requirement.

- (2) The county board of education may deny a petition for renewal of a charter school only if [it] makes written factual findings, specific to the particular petition, setting forth facts to support one or more of the grounds for denial set forth, as applicable, in Education Code 47605(c) or failure to meet one of the criteria set forth in Education Code section 47607(b).*

Appendix B

RENEWAL CRITERIA

Basic Renewal Criteria

All charter schools requesting renewal must clearly show that they meet eligibility requirements set forth in Charter Schools Act and further defined in AB 1505. Depending on the findings adopted by the County Board, a charter may be renewed or denied renewal based on these criteria found in *EC 47605*, *47607* and *47607.2*:

1. Do the petition and supporting documentation reflect a sound educational program for pupils? Are the petitioners likely to successfully implement the program set forth in the petition? Does the petition contain a reasonably comprehensive description of all required elements and affirm the conditions of *EC 47605(e)*?
2. Is the charter eligible for renewal under the High, Middle, or Low performing category and has the charter provided an argument with sufficient evidence that it has attained the criteria for renewal under that category? Has the charter attained measurable increases in academic achievement schoolwide and for numerically significant subgroups served by the charter school, and if applicable, does the school have strong postsecondary outcomes?
3. Does the charter school have discriminatory enrollment or dismissal practices? Does the charter have substantial fiscal or governance issues?

High Performing *EC 47607(c)*

A charter school that for two (2) consecutive years immediately preceding renewal:

- A. Received the two highest performance levels [green or blue] schoolwide on all state indicators on the Dashboard
- OR
- B. For all measurements of academic performance, the school received levels schoolwide that are the same or higher than the state average, and for a majority of subgroups performing statewide below the state average in each respective year, received levels that are higher than the state average.

Middle Performing *EC 47607.2(b)*

For charter schools not designated under either the High or Low Performing criteria, the chartering authority:

- A. Shall consider schoolwide performance and performance of all subgroups on the Dashboard, while providing greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal
- B. Shall also consider clear and convincing evidence with verified data showing either:
 1. The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school

Staff Findings on the Renewal for the Magnolia Science Academy-3

OR

2. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

Note: MAY DENY ONLY upon making written findings that:

- (1) The charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils of the school;

AND

- (2) Closure is in the best interest of the pupils;

AND

- (3) The decision provided greater weight to the performance on measurements of academic performance.

Low Performing EC 47607.2(a)

A charter school that for two consecutive years immediately preceding renewal:

- A. Received the two (2) lowest performance levels [red or orange] schoolwide on all state indicators on the Dashboard

OR

- B. For all measures of academic performance, the school received performance levels schoolwide that are the same or lower than the state average, and for a majority of subgroups performing statewide below the state average in each respective year, received levels that are lower than the state average.

Note: Renewal for a 2-year term may occur only if the following written factual findings are both made

1. The charter school is taking meaningful steps to address the underlying causes of low performance, and those steps are/will be reflected in a written plan adopted by the school's governing body

AND

2. There is a clear and convincing evidence, demonstrated by verified data showing either:
 - a. The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school

OR

- b. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers



Appendix C

**MAGNOLIA SCIENCE ACADEMY-3
CALIFORNIA DASHBOARD INDICATORS AND VERIFIED DATA**

Table A: MSA-3 Charter School California Dashboard

Year	ELA	Math	ELPI	CCI	Graduation Rate	Chronic Absenteeism	Suspension
2022	Low*	Low*	**	No Data	Very High*	Very High*	Low*
2023	Yellow	Red	**	Medium*	Yellow	Orange	Red
2024	Orange	Yellow	**	Green	Green	Yellow	Blue

* Status Only
 ** Less than 30 students
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24

Table B: MSA-3 2022 ELA Indicator

Student Groups	Participation Rate	Dashboard Color	Number of Students	Distance From Standard	Change	State Distance From Standard	Difference from State Average	Higher or Lower
All	97	Low*	205	-43.5	*	-12.2	-31.3	Lower
AA/Black	94	Low*	80	-70	*	-57.7	-12.3	Lower
Hispanic or Latino	99	Low*	116	-32.4	*	-38.6	6.2	Higher
English Learners	100	No Status**	17	-95.7	*	-61.2	-34.5	Lower**
Socioeconomically Disadvantaged	97	Low*	167	-47.5	*	-41.4	-6.1	Lower
Students With Disabilities	100	No Status**	20	-128.1	*	-97.3	-30.8	Lower**

Are All Students and the majority of the numerically significant student groups performing at or above the state average DFS?

NO	All Students	NO
	Student Groups	NO 1 of 3

*Status only, no performance color
 ** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24



Table C: MSA-3 2023 ELA Indicator

Student Groups	Participation Rate	Dashboard Color	Number of Students	Distance From Standard	Change	State Distance From Standard	Difference from State Average	Higher or Lower
All	98	Yellow	192	-40.2	+3.2	-13.6	-26.6	Lower
AA/Black	100	Yellow	74	-37.9	+32.8	-59.6	21.7	Higher
Hispanic or Latino	97	Orange	110	-47.6	-15.2	-40.2	-7.4	Lower
English Learners	91	No Status**	20	-117.8	-22**	-67.7	-50.1	Lower**
Socioeconomically Disadvantaged	98	Yellow	132	-41.8	+5.7	-42.6	0.8	Higher
Students With Disabilities	92	No Status**	23	-119.4	+8.7	-96.3	-23.1	Lower**
Are All Students and the majority of the numerically significant student groups performing at or above the state average DFS?					NO	All Students	NO	
						Student Groups	YES 2 of 3	

*Status only, no performance color
 ** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24

Table D: MSA-3 2024 ELA Indicator

Student Groups	Participation Rate	Dashboard Color	Number of Students	Distance From Standard	Change	State Distance From Standard	Difference from State Average	Higher or Lower
All	100	Orange	216	-38.4	+1.9	-13.2	-25.2	Lower
AA/Black	100	Orange	97	-47.2	-8.9	-58.9	11.7	Higher
Hispanic or Latino	99	Yellow	112	-36.2	11.4	-39.3	3.1	Higher
English Learners	100	No Status*	21	-90.9	+26.8**	-67.6	-23.3	Lower**
Homeless	100	No Status**	15	-114.8	No Data	-70.4	-44.4	Lower**
Socioeconomically Disadvantaged	99	Orange	151	-48.1	-6.3	-40.9	-7.2	Lower
Students With Disabilities	100	No Status*	27	-137.4	-18	-95.6	-41.8	Lower**
Are All Students and the majority of the numerically significant student groups performing at or above the state average DFS?					NO	All Students	NO	
						Student Groups	YES 2 of 3	

*Status only, no performance color
 ** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24



Table E: MSA-3 2022 Math Indicator

Student Groups	Participation Rate	Dashboard Color	Number of Students	Distance From Standard	Change	State Distance From Standard	Difference from State Average	Higher or Lower
All	98	Low*	206	-86.9	*	-51.7	-35.2	Lower
AA/Black	97	Very Low*	80	-112.2	*	-106.9	-5.3	Lower
Hispanic or Latino	99	Low*	116	-74.3	*	-83.4	9.1	Higher
English Learners	100	No Status**	17	-103.9	*	-92	-11.9	Lower**
Socioeconomically Disadvantaged	98	Low*	168	-88.1	*	-84	-4.1	Lower
Students With Disabilities	100	No Status**	20	-133.3	*	-130.8	-2.5	Lower**
Are All Students and the majority of the numerically significant student groups performing at or above the state average DFS?					NO	All Students	NO	
						Student Groups	NO 1 of 3	

*Status only, no performance color
 ** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24

Table F: MSA-3 2023 Math Indicator

Student Groups	Participation Rate	Dashboard Color	Number of Students	Distance From Standard	Change	State Distance From Standard	Difference from State Average	Higher or Lower
All	99	Red	193	-109.5	-22.6	-49.1	-60.4	Lower
AA/Black	100	Red	74	-120.7	-8.5	-104.5	-16.2	Lower
Hispanic or Latino	97	Red	111	-104.2	-29.9	-80.8	-23.4	Lower
English Learners	92	No Status**	20	-156.87	-52.9**	-93.4	-63.4	Lower**
Socioeconomically Disadvantaged	99	Red	133	-106.8	-18.7	-80.8	-26	Lower
Students With Disabilities	92	No Status**	23	-175.1	-41.8**	-127.3	-47.8	Lower**
Are All Students and the majority of the numerically significant student groups performing at or above the state average DFS?					NO	All Students	NO	
						Student Groups	NO 0 of 3	

*Status only, no performance color
 ** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24



Table G: MSA-3 2024 Math Indicator

Student Groups	Participation Rate	Dashboard Color	Number of Students	Distance From Standard	Change	State Distance From Standard	Difference from State Average	Higher or Lower
All	100	Yellow	217	-92.6	+16.9	-47.6	-45	Lower
AA/Black	100	Yellow	97	-94.2	+26.6	-102.2	8	Higher
Hispanic or Latino	99	Yellow	113	-93.6	+10.7	-79.2	-14.4	Lower
English Learners	100	No Status**	22	-104	+52.8**	-93.4	-10.6	Lower**
Homeless	100	No Status**	15	-149.5	No Data	-106	-43.5	Lower**
Long-Term EL	100	No Status**	11	-150.6	+49.4**	-163.5	12.9	Higher**
Socioeconomically Disadvantaged	99	Orange	151	-95.5	+11.3	-78.2	-17.3	Lower
Students With Disabilities	100	No Status**	27	-149.9	+25.2**	-124.3	-25.6	Lower**
Are All Students and the majority of the numerically significant student groups performing at or above the state average DFS?					NO	All Students	NO	
						Student Groups	NO 1 of 3	

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24

Table H: MSA-3 English Learner Progress Indicator

Year	Dashboard Color	Participation Rate	Number of Students	School Percent	State Percent	Difference from State Average	Higher or Lower
2022	**	100	22	63.6	50.3	13.3	Higher**
2023	**	100	25	68.0	48.7	19.3	Higher**
2024	**	100	18	38.9	45.7	-6.8	Lower**

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24



Table I: MSA-3 2023 College/Career Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Medium*	50	44.0	*	43.9	0.1	Higher
AA/Black	No Status**	17	23.5	*	25.1	-1.6	Lower**
Hispanic or Latino	Medium*	32	53.1	*	35.5	17.6	Higher
Socioeconomically Disadvantaged	Medium*	50	44.0	*	35.4	8.6	Higher
Are All Students and the majority of the numerically significant student groups performing at or above the state average?				YES	All Students		YES
					Student Groups		YES 2 of 2

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24

Table J: MSA-3 2024 College/Career Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Green	48	47.9	+3.9	45.3	2.6	Higher
AA/Black	No Status**	14	50	+26.5**	28.1	21.9	Higher**
Hispanic or Latino	Orange	31	48.4	-4.7	37.4	11	Higher
Socioeconomically Disadvantaged	Orange	42	40.5	-3.5	37.4	3.1	Higher
Are All Students and the majority of the numerically significant student groups performing at or above the state average?				YES	All Students		YES
					Student Groups		YES 2 of 2

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24



Table K: MSA-3 2022 Graduation Rate Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Very High*	49	100	*	87.4	12.6	Higher
Hispanic or Latino	Very High*	37	100	*	85.3	14.7	Higher
Socioeconomically Disadvantaged	Very High*	45	100	*	85.1	14.9	Higher

Are All Students and the majority of the numerically significant student groups performing at or above the state average?	YES	All Students	YES
		Student Groups	YES 2 of 2

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24

Table L: MSA-3 2023 Graduation Rate Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Yellow	50	94.0	-6	86.4	7.6	Higher
AA/Black	No Status**	17	94.1	No Data	78.5	15.6	Higher**
Hispanic or Latino	Yellow	32	93.8	-6.3	84.2	9.6	Higher
Socioeconomically Disadvantaged	Yellow	50	94	-6	83.7	10.3	Higher

Are All Students and the majority of the numerically significant student groups performing at or above the state average?	YES	All Students	YES
		Student Groups	YES 2 of 2

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24

Table M: MSA-3 2024 Graduation Rate Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Green	49	93.9	-0.1	86.7	7.2	Higher
AA/Black	No Status**	14	100	+5.9**	78.5	15.6	Higher**
Hispanic or Latino	Green	32	93.8	0	85.3	8.5	Higher
Socioeconomically Disadvantaged	Yellow	43	93	-1	84.4	8.6	Higher

Are All Students and the majority of the numerically significant student groups performing at or above the state average?	YES	All Students	YES
		Student Groups	YES 2 of 2

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24



Table N: MSA-3 2022 Chronic Absenteeism Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Very High*	176	34.7	*	30.0	4.7	Higher
AA/Black	Very High*	76	32.9	*	42.9	-10.0	Lower
Hispanic or Latino	Very High*	89	34.8	*	35.8	-1.0	Lower
Socioeconomically Disadvantaged	Very High*	140	37.1	*	37.4	-0.3	Lower
Students With Disabilities	No Status**	18	55.6	*	39.6	16.0	Higher**
Are All Students and the majority of the numerically significant student groups performing at or below the state average?				NO	All Students		NO
					Student Groups		YES 3 of 3

*Status only, no performance color
 ** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24

Table O: MSA-3 2023 Chronic Absenteeism Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Orange	165	33.9	-0.7	24.3	9.6	Higher
AA/Black	Red	67	41.8	+8.9	36.4	5.4	Higher
Hispanic or Latino	Orange	90	30	-4.8	28.4	1.6	Higher
English Learners	No Status**	15	33.3	No Data	26.3	7	Higher**
Socioeconomically Disadvantaged	Red	115	38.3	+1.1	29.9	8.4	Higher
Students With Disabilities	No Status**	24	41.7	-13.9	33.1	8.6	Higher**
Are All Students and the majority of the numerically significant student groups performing at or below the state average?				NO	All Students		NO
					Student Groups		NO 0 of 3

*Status only, no performance color
 ** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color
 Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24



Table P: MSA-3 2024 Chronic Absenteeism Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Yellow	176	27.3	-6.7	18.6	8.7	Higher
AA/Black	Orange	88	33	-8.8	31.3	1.7	Higher
Hispanic or Latino	Orange	81	22.2	-7.8	21.7	0.5	Higher
Homeless Youth	No Status**	15	46.7	No Data	32.7	14	Higher**
Socioeconomically Disadvantaged	Orange	121	31.4	-6.9	23.4	8	Higher
Students With Disabilities	No Status**	24	20.8	-20.8**	26.3	-5.5	Lower**

Are All Students and the majority of the numerically significant student groups performing at or below the state average?

NO

All Students

NO

Student Groups

**NO
0 of 3**

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24

Table Q: MSA-3 2022 Suspension Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Low*	426	3.1	*	3.1	-1.2	Lower
AA/Black	Medium*	155	7.9	*	7.9	-5.3	Lower
Hispanic or Latino	Low*	247	3.3	*	3.3	-2.1	Lower
Two or more	No Status**	11	2.9	*	2.9	-2.9	Lower **
English Learners	No Status**	26	3.2	*	3.2	4.5	Higher**
Socioeconomically Disadvantaged	Low*	340	4	*	4	-1.9	Lower
Students With Disabilities	Very High*	43	5.4	*	5.4	3.9	Higher

Are All Students and the majority of the numerically significant student groups performing at or below the state average?

YES

All Students

YES

Student Groups

**YES
3 of 4**

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24



Table R: MSA-3 2023 Suspension Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Red	398	6.8	+4.9	3.5	3.3	Higher
AA/Black	Red	143	8.4	+5.8	8.8	-0.4	Lower
Hispanic or Latino	Red	238	6.3	+5.1	3.8	2.5	Higher
Two or more	No Status**	12	0	0**	3.3	-3.3	Lower **
English Learners	No Status**	34	8.8	+1.1**	3.7	5.1	Higher**
Socioeconomically Disadvantaged	Red	281	6	+4	4.5	1.5	Higher
Students With Disabilities	Yellow	50	8	-1.3	5.9	2.1	Higher
Are All Students and the majority of the numerically significant student groups performing at or below the state average?				NO	All Students	NO	NO
					Student Groups	NO	1 of 4

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 11-4-24

Table S: MSA-3 2024 Suspension Indicator

Student Groups	Dashboard Color	Number of Students	School Percent	Change	State Percent	Difference from State Average	Higher or Lower
All	Blue	407	2.2	-4.6	3.2	-1	Lower
AA/Black	Green	155	3.9	-4.5	8.4	-4.5	Lower
Hispanic or Latino	Blue	235	1.3	-5	3.4	-2.1	Lower
Two or More	No Status**	14	0	0	3	-3	Lower **
English Learners	No Status**	24	8.3	-0.5	3.4	4.9	Higher**
Foster Youth	No Status**	12	16.7	No Data*	13.2	3.5	Higher**
Homeless	No Status**	22	4.5	No Data*	5.7	-1.2	Lower**
Long-Term EL	No Status**	23	8.7	-2.8	8.1	0.6	Higher**
Socioeconomically Disadvantaged	Blue	295	2.4	-3.7	4	-1.6	Lower
Students With Disabilities	Yellow	57	5.3	-2.7	5.4	-0.1	Lower
Are All Students and the majority of the numerically significant student groups performing at or below the state average?				YES	All Students	YES	YES
					Student Groups	YES	4 of 4

*Status only, no performance color

** Since the student group contains more than 10 but less than 30 students, there is data available, but according to the CDE this group is not considered a numerically significant student group for comparison to the state, and would not generate a performance color

Source: CA School Dashboard <https://www.caschooldashboard.org/> Retrieved 12-10-24



Table T: MSA-3 NWEA MAP Reading and Math Student Groups Meeting CGI

	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
	NWEA MAP Reading				NWEA MAP Math		
	Grade Levels Meeting CGI				Grade Levels Meeting CGI		
All Students	4 of 6	6 of 6	4 of 6		5 of 6	6 of 6	4 of 6
	Numerically Significant Student Groups						
African American or Black	2 of 3*	5 of 6	3 of 6		2 of 4*	4 of 6	3 of 6
Hispanic or Latino	5 of 6	4 of 6	5 of 6		5 of 6	5 of 6	5 of 6
Socioeconomically Disadvantaged	4 of 6	6 of 6	3 of 6		5 of 6	4 of 6	5 of 6
Students with Disabilities	--	--	0 of 1*		--	--	--
Participation Rate Met	YES	YES	YES		YES	YES	YES
Are all students and the majority of the numerically significant student groups performing at or above the publisher's metric?							
All Students	YES	YES	YES		YES	YES	YES
Student Groups	YES (3 of 3)	YES (3 of 3)	NO (1 of 4)		YES (2 of 3)	YES (3 of 3)	YES (2 of 3)
Both	YES	YES	NO		YES	YES	YES
Note: Data reflects grade levels with ten or more students in that student group. The school only administers the NWEA test to grades 6-11. Thus, each student group has at most six data points for each test * Student group was less than ten students for one or more grade levels Comprehensive NWEA data is available in below							

Table U: MSA-3 NWEA MAP Reading and Math All Students

	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
	NWEA MAP Reading				NWEA MAP Math		
	Conditional Growth Index				Conditional Growth Index		
6	-2.14	0.22	-2.06		-0.58	-0.72	-1.45
7	-0.35	0.37	-0.96		-0.19	-0.02	0.41
8	0.55	-0.10	-0.15		0.43	0.54	-0.30
9	2.81	2.22	1.12		2.27	1.81	2.07
10	2.16	1.97	3.49		2.01	4.80	3.63
11	1.17	1.92	3.82		2.39	8.37	2.76
Green cell indicates student group has met the minimum requirement for one year's growth, CGI ≥ -0.2 Red cell indicates student group has not met the minimum requirement for one year's growth Gray cell indicates the number of students is less than 10							

Table V: MSA-3 NWEA MAP Reading and Math African American or Black Students

	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
	NWEA MAP Reading				NWEA MAP Math		
	Conditional Growth Index				Conditional Growth Index		
6	-1.69	2.36	-2.54		0.33	-1.25	-1.91
7	--	1.72	-3.35		-1.88	-0.29	0.11
8	0.29	-0.26	-0.45		-1.02	0.82	-0.95
9	3.38	1.56	-0.12		1.44	0.67	-1.35
10	--	0.04	5.24		--	3.54	2.15
11	--	2.69	4.31		--	7.88	1.73
Green cell indicates student group has met the minimum requirement for one year's growth, CGI ≥ -0.2 Red cell indicates student group has not met the minimum requirement for one year's growth Gray cell indicates the number of students is less than 10							



Table W: MSA-3 NWEA MAP Reading and Math Hispanic Students

Grade Level	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
	NWEA MAP Reading				NWEA MAP Math		
	Conditional Growth Index				Conditional Growth Index		
6	-1.84	-0.88	-1.40		-1.53	-0.26	-0.92
7	0.55	-0.49	1.27		1.40	-0.01	0.82
8	0.37	0.00	0.12		1.48	0.22	0.12
9	2.62	2.58	1.47		2.95	2.33	3.46
10	2.74	2.64	2.82		2.06	5.32	4.17
11	1.08	1.65	3.64		2.54	9.65	3.40

Green cell indicates student group has met the minimum requirement for one year's growth, CGI \geq - 0.2
 Red cell indicates student group has not met the minimum requirement for one year's growth
 Gray cell indicates the number of students is less than 10

Table X: MSA-3 NWEA MAP Reading and Math Socioeconomically Disadvantaged Students

Grade Level	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
	NWEA MAP Reading				NWEA MAP Math		
	Conditional Growth Index				Conditional Growth Index		
6	-2.22	0.06	-0.47		-0.42	-0.74	-1.26
7	-0.73	0.38	-0.92		0.21	-0.36	-0.11
8	0.64	0.14	-0.59		0.60	0.36	-0.17
9	3.02	2.47	2.02		2.01	2.33	2.43
10	1.98	2.02	4.59		1.36	4.85	4.21
11	1.36	1.45	3.33		1.84	9.06	3.20

Green cell indicates student group has met the minimum requirement for one year's growth, CGI \geq - 0.2
 Red cell indicates student group has not met the minimum requirement for one year's growth
 Gray cell indicates the number of students is less than 10

Table Y: MSA-3 NWEA MAP Reading and Math Students with Disabilities

Grade Level	2021-22	2022-23	2023-24		2021-22	2022-23	2023-24
	NWEA MAP Reading				NWEA MAP Math		
	Conditional Growth Index				Conditional Growth Index		
6	--	--	--		--	--	--
7	--	--	--		--	--	--
8	--	--	--		--	--	--
9	--	--	-1.07		--	--	--
10	--	--	--		--	--	--
11	--	--	--		--	--	--

Green cell indicates student group has met the minimum requirement for one year's growth, CGI \geq - 0.2
 Red cell indicates student group has not met the minimum requirement for one year's growth
 Gray cell indicates the number of students is less than 10

Board Meeting – February 18, 2025

Item VIII. Informational Items

A. Governmental Relations

Dr. Duardo will provide an update on Governmental Relations.

Board Meeting – February 18, 2025

Item VIII. Informational Items

- B. Los Angeles County Board of Education Meeting Schedule, Establishment of Meeting Times, Future Agenda Items, and Follow up.

**LOS ANGELES COUNTY
BOARD OF EDUCATION**

**MEETING CALENDAR
February - June 30, 2025**

FEBRUARY 18

2025

2:30 p.m. Study Session: Introduction of Board Members

Responsibilities under the Head Start Act and Program Performance Standards

3:00 Board Meeting

Public Hearing: Disposal of Textbooks and Instructional Materials for Educational Programs and Special Programs Support and Transformation School Sites**Public Hearing:** *Jardin de la Infancia: Grades TK-1: Renewal Petition* (Enclosure)**Rpt:** Mid-Year Local Control and Accountability Plan (LCAP)**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 37: to Recognize Read Across America Day, March 2, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 38: to Recognize the Anniversary of Boston Massacre and Death of Crispus Attucks, March 5, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 39: to Proclaim International Day for the Elimination of Racial Discrimination, March 21, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 40: to Recognize Cesar Chavez Day, March 31, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 41: to Recognize Arts Education Month, March 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 42: to Recognize National Nutrition Month, March 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 43: to Recognize National Social Work Month, March 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 44: to Recognize National Women's History Month, March 2025**Rec:** Approval of Educational Programs and Special Programs Support and Transformation regarding Textbooks and Instructional Materials Disposal List**Rec/Public Hearing:** Adopt the Superintendent's Recommendation to Authorize the Renewal Petition for *Magnolia Science Academy-3, Grades 6-12: Renewal with Attached Staff Report* (Enclosure)**Interdistrict Attendance Appeals**

1. David G. M. v. Los Angeles USD (Spanish Interpreter)
2. Dayanara O. v. Inglewood USD
3. Olivia A. v. Los Angeles USD
4. Marco Z. v. Los Angeles USD
5. Tristan D. v. Los Angeles USD
6. Ariella . v. Los Angeles USD
7. Dylan B. v. Los Angeles USD
8. Etay A. v. Los Angeles USD
9. Kai A. v. Los Angeles USD
10. Brandon S. M. v. Los Angeles USD
11. Kathryn B. v. Los Angeles USD
12. Bradley B. v. Los Angeles USD
13. Peyton W. v. Los Angeles USD
14. Prestyn J. v. Los Angeles USD
15. Anai L. v. Los Angeles USD
16. Aquene L. v. Los Angeles USD
17. Onyx L. v. Los Angeles USD

2/18/25

MARCH 4**2025**

3:00 Board Meeting

Public Hearing: Public Hearing: *LA Leadership*Academy: Appeal Petition**Rpt:** Report on Policies**Rpt:** Preview of 2023-2024 Annual Report of Performance Data for LACOE-Operated Educational Programs**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: to establish a week during the Month of April 2025 as Public Schools Month**Consent Rec:** Adoption of Board Resolution No. 45: Commemorate the Tenth Anniversary of Quality Start Los Angeles**Interdistrict Attendance Appeals**

1. ~~Oleski D. v. Inglewood USD (Russian Interpreter)~~
2. ~~Hordii D. v. Inglewood USD (Russian Interpreter)~~
3. ~~Daniel D. v. Inglewood USD (Russian Interpreter)~~
4. Kiley G. v. El Monte UHSD
5. Isabella E. v. Claremont USD
6. Eli C. v. Alhambra USD
7. Jordan R. v. Los Angeles USD
8. Nikolas Y. P. v. Los Angeles USD
9. Andrew R. v. Los Angeles USD
10. Julie M. v. Los Angeles USD
11. John B. v. Los Angeles USD
12. Henry K. v. Los Angeles USD
13. Oliver K. v. Los Angeles USD
14. Theodore K. v. Los Angeles USD
15. Sara K. v. Los Angeles USD
16. Sho K. v. Los Angeles USD

MARCH 11

3:00 Board Meeting

Rec: Approval of First Reading of Policies**Rec:** Approval of Second Interim Report 2024-25 With Attached Staff Report (Enclosure)**Interdistrict Attendance Appeals**

1. Aleena S. v. El Monte UHSD
2. Savannah F. v. Torrance USD
3. Axel A. v. Azusa USD
4. ~~Abigail R. v. Charter Oak USD~~
5. Harrison N. v. Los Angeles USD
6. Isabella C. J. v. Los Angeles USD
7. Antony H. C. v. Los Angeles USD
8. Camilah D. v. Los Angeles USD
9. Nitai S. v. Los Angeles USD
10. Monique D. v. Los Angeles USD
11. ~~John B. v. Los Angeles USD~~
12. Andreas C. v. Los Angeles USD
13. Ares C. v. Los Angeles USD
14. Quinn (Feliz) R. v. Los Angeles USD
15. Quaid R. v. Los Angeles USD

MARCH 18**2025**

3:00 Board Meeting

Presentation: Visual and Performing Arts Presentation**Public Hearing:** Crete Academy: Renewal Appeal**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: Declaring April as “Sexual Assault Awareness Month” and April __, 2025 as “Denim Day” at the Los Angeles County Office of Education**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: Dolores Huerta Day, April __, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: Armenian Genocide Remembrance Day, April __, 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. __: National Child Abuse Prevention Month, April 2025**Consent Rec/Bd. Res.:** Adoption of Board Resolution No. 40: Recognizing Earth Day as April __, 2025**Consent Rec:** Adoption of Board Resolution No. __: National Arab American Heritage Month, April 2024**Rec:** Approval of Second Reading and Adoption of Policies**Rec:** 2023-24 Annual Report of Performance Data for LACOE-Operated Educational Programs with Attached Staff Report**Rec:** 2024-25 Approval of Head Start/Early Head Start 2025-26 Consolidated Funding Application with Attached Staff Report**Interdistrict Attendance Appeals**

1. Grace T. v. Mountain View SD
2. Thiago S. v. Mountain View SD
3. Lexi S. v. Mountain View SD
4. Alina P. S. v. Los Angeles USD
5. Oto U. v. Los Angeles USD

<p>APRIL 1 2025 3:00 Board Meeting Rec./Public Hearing: Adopt the Superintendent's Recommendation to Approve/Deny the Renewal Appeal for the KIPP SOL Academy Rec./Public Hearing: Adopt the Superintendent's Recommendation to Approve/Deny the Renewal Petition for <i>Jardin de la Infancia</i></p> <p>APRIL 8 2:30 Board Audit Committee Meeting 3:00 Board Meeting Rpt: Williams Uniform Complaint Procedure Quarterly Report for Educational Programs, January 1 to March 31, 2025 Recommendation/Public Hearing: Adopt the Superintendent's Recommendation to Approve/Deny the Renewal Petition for <i>Alma Fuerte Public School</i></p>	<p>APRIL 15 2025 2:30 Study Session: Mental Health Initiatives 3:00 Board Meeting Presentation: 2024-25 Los Angeles County Academic Decathlon Winners Rpt: Update on the Business Enhancement System Transformation (BEST) Project Consent Rec/Bd. Res.: Adoption of Board Resolution No. ___ to recognize May __, 2025, as El Dia del Maestro, or Day of the Teacher, in Los Angeles County Consent Rec/Bd. Res.: Adoption of Board Resolution No. ___ to recognize May ____, 2025 as Classified School Employees Week in Los Angeles County Consent Rec/Bd. Res.: Adoption of Board Resolution No. __: May Day, May __, 2025 Consent Rec: Adoption of Board Resolution No. __: to recognize May __, 2025, as National School Nurse Day Consent Rec: Adoption of Board Resolution No. __: to recognize May 2025, as National Foster Care Month Consent Rec: Adoption of Board Resolution No. __: Asian American and Pacific Islander Heritage Month, May 2025 Consent Rec: Adoption of Board Resolution No. __: to recognize May __, 2025 as Harvey Milk Day Consent Rec: Adoption of Board Resolution No. __: National Mental Health Month, May 2025 Consent Rec: Adoption of Board Consent Rec: Resolution No. __ to Recognize May as Jewish American Heritage Month Rec: Approval of Head Start and Early Learning Division Budget Revision – Non-Federal Match Waiver Request with Attached Staff Report Recommendation/Public Hearing: Adopt the Superintendent's Recommendation to Approve/Deny the Appeal Petition for <i>LA Leadership Academy</i></p>
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<p>MAY 6 2025 3:00 Board Meeting Presentation: Day of the Teacher 2025</p>	<p>MAY 13 2025 2:30 p.m. Community Schools Initiative 3:00 Board Meeting Presentation: Recognition of Classified School Employees Week Presentation: Recognition of the 2025 Los Angeles County Spelling Bee Consent Rec: Approval of Los Angeles County Board of Education Institutional Memberships for the 2025-26 Fiscal Year Recommendation/Public Hearing: <u>Adopt the Superintendent's Recommendation to Approve/Deny the Renewal Petition for <i>Crete Academy</i></u></p> <p>MAY 20 3:00 Board Meeting Presentation: History Day Awards 2025 Presentation: Recognition of 2024-25 Science and Math Competition and Other Events Rpt: Local Control and Accountability Plan (LCAP) for Educational Programs Consent Rec: Adoption of Board Resolution No. __: LGBTQ Pride Month, June 2025 Consent Rec: Adoption of Board Resolution No. __: Immigrant Heritage Month, June 2025</p>
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<p>JUNE 3 2025 3:00 Board Meeting Rpt: Budget Report – Estimated Actuals Rpt: Report on Policies Consent Rec: Approval of Annual Distribution of United States Forest Reserve and Flood Control Funds Consent Rec: Adoption of Board Resolution No. __: Juneteenth, June 19, 2025 Consent Rec: Approval of Re-Issuance of Stale-Dated Warrants Rec: Adoption of Board Resolution No. __: Short-term Cash Loan to School Districts in Los Angeles County – BS Rec: Approval of the Los Angeles County Board of Education Schedule, 2025-2026, Establishment of meeting times, future agenda items, follow up</p> <p>JUNE 10 3:00 Board Meeting Public Hearing: Local Control and Accountability Plan (LCAP) Public Hearing: Public Hearing on the Annual Budget and Service Plans for the Los Angeles County Court Schools Special Education Local Plan Area (LAC Court Schools SELPA) Public Hearing: 2025-26 Proposed Budget Rpt: Los Angeles County Office of Education’s Proposed Budget 2025-26 (Enclosure) Rec: Approval of First Reading of Policies Rec: Annual Budget and Service Plans for the Los Angeles County Court Schools Special Education Local Plan Area (LAC Court Schools SELPA)</p>	<p>JUNE 17 2025 3:00 Board Meeting Presentation: Academic Bowl 2025 Rpt: LCFF Local Indicator Report Consent Rec: Adoption of Board Resolution No. __: 2025-26 on how funds received from the Education Protection act shall be spent as required by Article XIII, Section 36 of the California Constitution (EPA) – BS Rec: Approval of Second Reading and Adoption of Policies Rec: Adoption of Local Control Accountability Plan (LCAP) Rec: Adoption of 2025-26 Proposed Budget Rec: Los Angeles County Office of Education – County Office System of Support Annual Summary Report</p>
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2/11/25