Regular Governing Board Meeting Agenda

Tuesday, May 14, 2024

6:00 pm Open Session

The meeting will be accessible at the school – Room 7, Sonoma Charter School

17202 Sonoma Highway, Sonoma, CA 95476

EITHER

Join Zoom meeting

https://us04web.zoom.us/j/5129451796?pwd=zp50i3xY6xtNtUxcu98usZ3a5BGdwb.1&omn=76054954873

Mtg ID: 512 945 1796

No password needed

Sonoma Charter School adheres to the Americans with Disabilities Act. If you need special accommodations or more information about accessibility, please contact us at 707-935-4232. Every effort will be made to provide reasonable accommodations.

Welcome to our Board of Directors meeting. Documents provided to the majority of the Board of Directors regarding this agenda will be available for public inspection at the School Office located at 17202 Sonoma Hwy., Sonoma, CA 95476 during normal business hours. Such writings and documents are posted on the school's website at https://www.sonomacharterschool.org/, as well as on ParentSquare and by clicking on Board of Education. A copy of the file is also available in the meeting room. Said file cannot be removed from the room.

AGENDA

6:00 pm OPEN SESSION

CALL PUBLIC MEETING TO ORDER, ESTABLISH QUORUM

1. PUBLIC COMMENT

At this time in the agenda, an individual or group representative is given the opportunity to make statements to the Board on an item **not** on the agenda. A speaker will be limited to 3 minutes (Board Bylaw 9323). The Board will not take action on an item presented during this portion of the agenda as this would constitute an illegal act on the part of the Board.

II. APPROVE THE AGENDA Action

III. APPROVE MINUTES

A. Board Meeting of April 9, 2024 Action

B. Special Board Meeting of April 30, 2024 Action

	IV.	NEW DIRECTOR: MARY REYNOLDS	
		A. Approve Contract for New Director	Action
	٧.	FINANCE	
		A. Budget Update as of April, 2024	Information
		B. Budget News	
	VI.	GOVERNANCE	
		A. Affirm Facilities Use Agreement with SVUSD	Action
	VII.	INFORMATION AND REPORTS	
		A. Staff Report	Information
		B. CCC Report	Information
		C. Director's Report	Information
		D. Board Report	Information
THE N	1EETING	ADJOURNED AT	

Regular Governing Board Meeting Minutes

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6:00 pm Open Session

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17202 Sonoma Highway, Sonoma, CA 95476

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MINUTES

6:00 pm OPEN SESSION

CALLED PUBLIC MEETING TO ORDER, ESTABLISHED QUORUM

Board members present: Skinner, Holladay, Cannard, Stubbs, Aviles, Perkins

Administrators: Elin. Ms Stone out of town.

I. PUBLIC COMMENT

There was no public comment

II. APPROVE THE AGENDA Moved: Stubbs 2nd: Aviles Vote: 5-0

III. APPROVE MINUTES

A. Board Meeting of March 12, 2024 Moved: Stubbs 2nd: Aviles Vote: 5-0

IV. FINANCE

A. Reviewed Form 990 Tax Return

V. GOVERNANCE

A. The Board and Int. Director gave an update on Director Search Process. The hiring team has interviewed some candidates and have more to interview before recommending candidates to the Board.

B. Adopted School Calendar 2024-25 Moved: Cannard. 2nd: Perkins. Vote: 5-0

C. Update on Facilities Use Agreement with SVUSD: Board member Stubbs, Int. Dir. Elin, and Int. Superintendent Stone met with SVUSD Superintendent Dr. Chien and did not come to agreement. Dr. Chien suggested we turn it over to our lawyers to hammer out. SCS just wants the same Facilities Use Agreement as SVUSD gave to Woodland Star Charter, which includes custodial, maintenance, and operations services.

VI. STUDENT ACHIEVEMENT/INFORMATION

A. Youth Truth Survey Results were presented by Mr. Elin.

VI. INFORMATION AND REPORTS

- A. Staff Reported that everyone is getting the students ready for CAASPP testing, and talked about other activities that students are engaged in right now.
- B. CCC Reported that the GALA is almost here and should be fabulous. Reminders for Earth Day, the Cinco de Mayo family dinner, and the Jag-a-thon as well.
- C. Director's Report things are running smoothly and we are trying to get everything buttoned down for next year and a smooth transition to the new Director.
- D. Board Report -none

THE MEETING ADJOURNED AT 7:20PM

Special Governing Board Meeting Minutes

Tuesday, April 30, 2023 4:00 p.m. Open Session 4:05 p.m. Closed Session

Meeting will be accessible at school – Conference Room, Sonoma Charter School 17202 Sonoma Highway, Sonoma, CA 95476

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OPEN SESSION

4:00 p.m. CALLED PUBLIC MEETING TO ORDER, ESTABLISHED QUORUM

Board members present: Skinner, Holladay, Stubbs, Cannard, Aviles, Perkins

Administrators present: Elin, Stone

- PUBLIC COMMENT Opportunity for public to comment on Closed Session items(s).

 No public comments were received.
- II CLOSED SESSION Recess to Closed Session Board to consider and/or take action on any of the following:

PUBLIC EMPLOYMENT Gov. Code §54957(b)(1)

Title: Superintendent/Principal

III RECONVENE IN OPEN SESSION

Report of actions in closed session: The Board directed Interim Director Elin to follow up with Director candidates.

MOTION TO ADJOURN at 7:03pm

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AT-WILL EMPLOYMENT AGREEMENT Between SONOMA CHARTER SCHOOL & MARY REYNOLDS 2024-2025

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between You (You, the Employee) and the Governing Board ("Board") of Sonoma Charter School ("SCS"), a California public charter school approved by the Sonoma Valley Unified School District (SVUSD). The Board desires to hire Employees who will assist SCS in achieving the goals and meeting the requirements of SCS's charter. You recognize that SCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage Your services for purposes of assisting SCS in implementing its purposes, policies, and procedures.

Because SCS and You wish to enter into an employment relationship under the Terms of this agreement, we all hereby agree as follows:

A. <u>STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL</u> <u>EMPLOYMENT</u>

- 1. SCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. SCS has been duly approved by the County, according to the laws of the State of California.
- 2. Pursuant to Education Code section 47604, SCS has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, SCS is considered a separate legal entity from Sonoma Valley Unified School District, which granted the charter. Sonoma Valley Unified School District shall not be liable for any debts and obligations of SCS, and You, by signing below expressly recognize that You are being employed by SCS and not SVUSD.
- 3. Pursuant to Education Code section 47610, SCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
- 4. SCS shall be deemed the exclusive public school employer of You at SCS for purposes of Government Code section 3540.1.



B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

You shall work in the position of **Director**.

You will perform such duties as SCS may reasonably assign to You at any time and You will abide by all SCS's policies and procedures as adopted and amended from time to time. You further agree to abide by SCS's charter. A copy of the job description and Employee Handbook for Your position is attached and is part of this document.

2. Work Schedule; Exclusive Work for SCS

The work schedule for this position shall be **full-time (1.0 FTE)** for <u>228 workdays</u> for You and shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached and made a part of this document.

3. Compensation

You will receive a gross salary of \$142,000 per year paid twice a month, less all statutory and other authorized deductions.

4. Your Benefits

You shall be entitled to participate in designated Employee benefit programs and plans established by SCS (if You qualify for program requirements) for the benefit of its Employees, which SCS can change at any time it chooses.

5. Performance Evaluation

You shall receive periodic performance reviews conducted by the Board. In the first year, You will have a performance review six (6) months after your date of hire, and again on or about the anniversary of your date of hire. Thereafter, at a minimum, performance evaluations will be conducted annually, on or about the anniversary date of Your employment with SCS. SCS may evaluate You more often if it chooses to do so. Even if SCS fails to evaluate Your performance, SCS may discipline or terminate You at-will at any time for any reason or no reason at all.

6. Your Rights; Limitations on Rights



Your employment rights and benefits for employment at SCS are limited to those specified in this Employment Agreement, SCS's charter, the Charter Schools Act and SCS's Employee Handbook, which from time to time may be amended and modified by SCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, You shall not acquire or accrue tenure, or any employment rights with SCS. All employment rights under this agreement shall expire when the agreement expires.

7. Licensure Mandatory Condition

You understand that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. Child Abuse and Neglect Reporting

California Penal Code §11166 requires that You as a 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.

Effective January 1, 2015, Assembly Bill 1432 (D-Gatto) requires all local educational agencies (LEAs) to train all employees each year on what they need to know in order to identify and report suspected cases of child abuse and neglect. "All employees" includes anybody working on the LEA's behalf, such as teachers, teacher's aides, classified employees, and any other employees whose duties bring them into direct contact and supervision of students. You are required to submit proof of completing this online training within the first month of school.

By executing this Agreement, You acknowledge You are a child care custodian and are certifying that You have both knowledge and understanding of California Penal Code §11166 and will comply with its provisions, including completing the training above..

9. Fingerprinting/TB Clearance Mandatory

Fingerprint clearance for You will be acquired by You submitting Your fingerprints to the California Department of Justice. You will be required to assume the cost of all fees related to the fingerprinting process.



You will be required to submit evidence from a licensed physician and/or licensed entity that You have been found to be free from active tuberculosis. Both clearances need to be in place prior to Your first day of service.

10. Conflicts of Interest

You understand that, while employed at the School, You will have access to confidential and proprietary information. You agree that you will not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, of any scope or duration, with any other agency or school that will in any way conflict with Your employment with SCS or that will reveal, expose or disclose, directly or indirectly, any confidential and proprietary information belonging to SCS and available to you as an Employee of SCS.

11. Outside Professional Activities

If You receive prior written approval of the Board, You may perform outside professional activities, paid and unpaid, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. SCS will not pay or be liable for any expenses related to Your performance of such outside activities.

C. EMPLOYMENT AT-WILL

SCS may terminate this Agreement and Your employment at any time with or without cause, with or without advance notice, at SCS's sole and unreviewable choice. Either party may immediately terminate this Agreement and Your employment upon written notice to the other party.

You also may be demoted or disciplined or the terms of Your employment may be altered at any time, with or without cause, at the discretion of SCS. No one other than the Board of SCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCS and by You and must specifically state the intention to alter this "at-will" relationship. If this contract is terminated, the maximum settlement You can receive is the equivalent of twelve (12) months' of salary or the remaining term of the contract, whichever is less.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach



The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. No Assignment or Delegation

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that benefits and duties created by this Agreement may not be assigned or delegated by either party without prior written consent of the other party.

3. Governing Law

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

4. Invalid Parts Severed; Valid Parts Remain

If any provision of this Agreement is found to be invalid or unenforceable by any Authority having jurisdiction over this agreement, the remaining valid provisions hereof will remain in effect unless such finding of invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, You declares as follows:

- 1. I have read this Agreement and accept employment with SCS on the terms specified herein.
- 2. All information I have provided to SCS related to my employment is true and accurate.
- 3. A copy of the job description is attached hereto.
- 4. This is the entire agreement between SCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement that are not set forth in this Agreement.



Your Name: (Print)	
Your Signature:	Date:
Address:	
Email:	Telephone:
SCS Approval:	
Dated:	Sanama Chartar Sahaal Daard Chair

This Employment Agreement is subject to ratification and approval by the Governing Board of SCS.



Monthly Financial Presentation - April 2024

April Highlights



Highlights

- Forecast surplus dropping near breakeven, fund balance declining near 10%, supported by AMIM grant.
- P-2 198.43, improving on P-1 ADA 196, rate near 90%.
- Future forecasts remain flat, cost reductions may be needed to balance budget.

Finc	Financial Snapshot	not	
	Forecast	Forecast 2nd Interim	Fav/(Unf)
Enrollment	220	215	5
ADA	198.4	193.5	4.9
Attendance Rate	90.2%	%0.06	0.2%
Revenue	2,925,658	2,872,394	53,264
Expenses	2,923,315	2,851,047	72,268
Surplus (Deficit)	2,343	21,347	(19,004)
Beginning Fund Balance	306,273	306,273	
Ending Fund Balance	308,616	327,620	(19,004)
	11%	11%	
Min recommended (15%)	438,497		

Compliance and Reporting

2024/25 LCAP and Budget presentation and approval due in June.



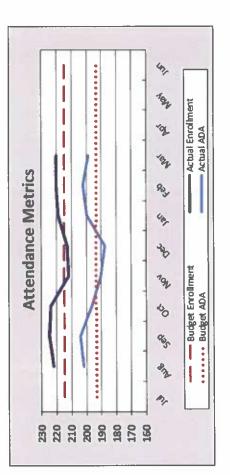




Enrollment and Per Pupil Data

Attendance Metrics

Enrollm	Enrollment & Per Pupil Data	ipil Data	
	Actual	Forecast	Budget
Average Enrollment	219	220	215
ADA	198	198	194
Attendance Rate	90.5%	90.2%	%0.06
Unduplicated %		46.1%	46.1%
Revenue per ADA		\$14,744	\$14,844
Expenses per ADA		\$14,732	\$14,734



P-2 ADA 198.43 , improved from P-1 ADA 196.39.
Attendance rate near 90%.
LCFF is calculated at \$11,800+ per ADA.



Revenue



- Revenue above 2nd interim \$57K strengthened by ADA growth.
- Forecast includes \$53K AMIM.
- Prop 28 Arts funding deferred pending spending plan.

		Ye	Year-to-Date		
1000	Actual		Budget	E	Fav/(Unf)
47	1,808,611	<>>	1,808,233	₹\$	378
	24,796		31,626		(6,830)
	249,535		231,142		18,393
	24,591		40,014		(15,423)
43	\$ 2,107,533	43	\$ 2,111,014	45	(3,481)

State Aid-Rev Limit

Revenue

Federal Revenue

Forecast B	Ammany ram real		
	Budget	Fa	Fav/(Unf)
\$ 2,343,334 \$ 2	2,286,719	⟨>	56,614
75,223	75,223		٠
429,511	453,082		(23,571)
77,591	57,370		20,221
\$ 2,925,658 \$ 2,	\$ 2,872,394	\$	53,264

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Other State Revenue Other Local Revenue

	2022/23	7(2023/24	7	2024/25	7	2025/26
Arts, Music & Instructional Materials	\$	\$	53,300	\$	\$ 53,300 \$ 43,100 \$ 23,116	\$	23,116
Learning Recovery Emergency Block Grant	185,283		1		•		1
Rlock Grant Funding forecast	\$ 185.283 \$ 53.300 \$ 43.100 \$ 23.116	\sqr	53.300	√s	43.100	\sqrt{s}	23,116
		•				·	







Expenses

April Updates

- Salaries & Benefits Forecast above 2nd interim (\$45K).
- Professional Services Increased professional services, increased enrichment (potential grant funding).
- Planning Revenue growth forecast (1.07%) lower than annual expense COLA (3%).

19100		Ye	Year-to-Date		
	Actual		Budget	Fa	Fav/(Unf)
\$	804,797	\$	794,790	₩	(10,007)
	522,280		506,334		(15,946)
	394,852		402,612		7,759
	101,627		111,654		10,028
	69,781		75,827		6,046
	968'94		83,572		9/9/9
l le	19,883		20,239		357
	302,613		299,465		(3,148)
	5,164		5,165		1
			1		
45	\$ 2,297,893	42	\$ 2,299,659	\$	1,765

Subagreement Services

Operations Facilities

Books and Supplies

Certificated Salaries

Expenses

Classified Salaries

Benefits

Professional Services

Depreciation

Interest

Total Expenses

ar-to-Date				A	nuu	Annual/Full
Budget	Fa	Fav/(Unf)		Forecast		Budge
794,790	₹\$	(10,007)	₩.	976,939	<	957,
506,334		(15,946)		630,354		604,
402,612		7,759		488,484		489,
111,654		10,028	88	128,792		127,
75,827		6,046		109,433		109,
83,572		9/9/9		94,234		95,
20,239		357		25,086		25,
299,465		(3,148)		463,795		435,
5,165		1		6,198		6,
				•		
2,299,659	45	1,765	\$	\$ 2,923,315	45	\$ 2,851,

(1,000)

1,200

(19,363)(26,192)1,096

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975

,162 580 792 433 434 980

Fav/(Unf)

I Year

(28,008)

786

198

(72,267)

047



Surplus / (Deficit) & Fund Balan

- Forecast gain near breakeven, \$2K.
- Fund balance forecast \$309K, 11% expenses, falling below goal 15%+.
- Future forecast flat revenue, challenges to build surplus.

			Yea	Year-to-Date	30
		Actual		Budget	님
		457027			
Total Surplus(Deficit)	45	\$ (190,360) \$ (188,645) \$	40-	(188,645)	\$
Beginning Fund Balance		306,273		306,273	
Ending Fund Balance	S	\$ 115,913	S	\$ 117,628	
As a % of Annual Expenses		4.0%		4.1%	

(1,716)

Fav/(Unf)

	A	nuu	Annual/Full Year		
Lin	Forecast		Budget	7	Fav/(Unf)
₩.	2,343	47	21,347	45	(19,003)
	306,273		306,273		
S	308,616	S	327,620		
	10.6%		11.5%		

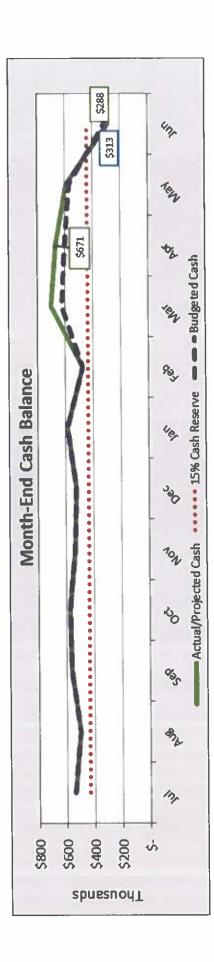




Cash Balance



- Current cash is \$671K, forecast to end June below \$300K.
- Cash strengthen by advance state grants and accrued payables due at year end.
- Breakeven budget will result in declining cash as prior year receipts are recognized (ELOP, AMIM).





Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional information
FINANCE	May-01	Special Education Low Incidence Reimbursement Request due to SELPA - Report are due to El Dorado Charter SELPA.	SCS	No	No	htto://charterselpa.org/fiscal/
DATA	May-07	CALPADS End-of-Year 1, 2, 3 and 4. The data submission window opens on May 7, 2024 and closes on July 26, 2024. End-of-Year data includes: Course completion, program eligibility participation, homeless students, student discipline, cumulative enrollment, student absence, postsecondary, RFEP count, work-based learning indicator, CTE, postsecondary outcomes for Students with Dissabilities and SpED.	SCS	No	No	https://www.cde,ca.gov/ds/sp/ci/
FINANCE	T6D-was May-08 in 2023	Submit Charter Schools Annual Information Survey - The Charter Schools Annual Information Survey has 5 sections: location and school contact information, authorizing agency, site, curriculum and governance information, facilities, retirement and services information, and funding. The funding selection impacts how your school receives revenue payments. All charter schools must be either directly or locally funded. For example: LCFF apportionment funds for a locally funded charter school flow through its local chartering authority whereas funds for a direct funded charter school may flow directly to the county trassurer and then to the charter school. However, the funding type decision may impact the amount of other states and federal funds that a charter school receives, outside the LCFF. This decision may be reconsidered on an annual basis.	Charter Impact with SCS support	No	o Z	https://www.cde.ca.gev/so/ch/csinfosov.asp
FINANCE	May-15	Extended Due Date - Form 990 - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The form should be reviewed and accepted by the Board prior to filing.	SCS/Audit firm	Yes	2	http://www.publiccounsel.org/useful.materials?id=0025
FINANCE	May-31	Universal Prekindergarten (UPK) Planning and Implementation Grant Expenditure report #3 - Report #4 for resource code 6053 due date May 31, 2024 - Expenditure reports for the reporting period of November 1, 2023, to April 30, 2024. Charter schools that have informed the CDE of their intent to return these funds are not required to submit this report. If the LEA has spent all UPK P&I grant funds, they are not required to submit any further expenditure reports. Additional information: https://www.cde.ca.gov/ci/gs/em/upkpl.asp	Charter Impact with SCS support	No	ů Ž	https://www.cde.ca.gov/cl/gs/en/ugkoj.asp
FINANCE	Jun-20	Certification of the Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding. Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 20, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	FYI	Ö.	9 Z	https://www.cde.ca.gov/fp/aa/pa/_
FINANCE	06-rate	Local Control and Accountability Plan-The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2024-2025 LCAP year must be posited as one document assembled in the following order: LCF Budget Overview for Parents 2023-24 LCAP Annual Update Plan Summary Engaging Educational Partners Goals and Actions Increased or improved Services for Foster Youth, English Learners, and Low-income students Action Tables Instructions The LCAP must be presented at the same public meeting as the budget, praceding the budget hearing.	SCS with Charter Impact support	X es	2	https://www.cde.ca.gov/te/fc/.



Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional information
FINANCE	Jun-30	Submit Pretiminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by the authorizer- imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations. The budget must be presented at the same public meeting as the LCAP, following the budget healthg. LCAP and budget adoption must be at least 1 day after the public hearing.	Charter Impact	Yes	No	Mios-//www.cde.ca.gov/fg/st/fr/calendar23d/stricl.asg
FINANCE	Jun-30	Education Protection Account (EPA) spending plan - The governing board is required to approve a spending plan for EPA funds prior to recording allocable aspenses for the year. This approve is not required by June 30th but is commonly approved during the annual budget adoption meeting for the upcoming year.	Charter Impact	Yes	N _O	https://www.cde.ca.gov/fg/aa/pa/pa/aaga,asp
FINANCE	Jun-30	Complete Consolidated Application reporting. Spring - The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will compty with the legal requirements of each program.	Charter Impact with SCS support	Yes	ON	https://www.cde.ca.gov/lg/aa/co/index.asp.
DATA	Jun-30	Principal Apportionment Data Collection - End-of-Year ADA data must be reconciled and submitted to Charter School authorizers for funding purposes. All attendance data collected from the first day of schools of une 30 must be included in this submission. Due dates may vary and are prescribed by the schools authorizer. The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding. Special Education (AB 602); Expanded Learning Opportunities Program; and funding for several other programs. The Principal Apportionment is a series of apportionment calculations that adjust the flow of state funds throughout the fiscal year as information becomes known.	SCS	No	Yes	https://www.cde.ca.gov/w/as/ba/index.asp
DATA	Jun-30	Engitsh Language Proficiency Assessment - Students must be reclassified as fluent Engish proficient (RFEP) on or before 6/30 per the school's reclassification criteria. Reclassification is the process whereby a student is reclassified from English learner (EL) status to Fluent English Proficient RFEP) status. Reclassification can take place at any time during the academic year, immediately upon the student meeting all the criteria. General information on how to setup, monitor and report students. RFEP status can be found at the website within the Notes column.	SCS with Charter Impact support	SZ.	O.	https://www.cde.ca.gov/sp/el/rd/
OPERATIONS	Jun-30	Approve school catendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten - 800 hours; Grades 1-3 * 840 hours; Grades 9-12 * 1080 hours	SCS with Charter Impact support	¥@s	9	https://www.cde.ca.gov/ig/aa/pa/lcffidao.aso.
FINANCE	Jun-30	Executive School Leadership Review Evaluation – The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is 'reasonable and not excessive'. The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the compensable data into consideration when it approved the compensation.	SS	Yes	No	This is an IRS remirement for Executive Director positions. If needed, Charter Impact can provide data on comparable, salaries for your organization's Board of Directors.
SOVERNANCE	Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	53	No	o _N	https://www.cde.ca.gov/sp/hs/cv/strategies.asp
GOVERNANCE	Jun-30	Review your Parental Involvement Poticy - Every local educational agency (LEA) in California must have a parental involvement policy. Federal requirement (LEAs accepting Title i funds). Sate requirement (California Education Code (EC) for non-Title i schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	ß	Yes	°Z	httos://www.cde.ca.gov/sp/sw/t1/parent/amiMnvoke.asp.





Appendices

As of April 30, 2024

- Cash Flow Monthly and Annual Forecast
- Statement of Financial Position (Balance Sheet)
- Accounts Payable Aging
- Check Register





Financial Package April 30, 2024

Presented by:





Sonoma Charter School Monthly Cash Flow/Forecast FY33-24 Revised 05/07/2024

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Hevised 05/07/2024																	
ADA = 198,43	198.43	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Year-End Accruals	Armual	2nd Interim Fi	Favorable / (Unfav.)
Revenues														Ī		ADA = 193.50	3.50
25	ue Limit	000	15.042	330.06	200.00	200.00	200.00	30.00	2000	2 BASE	3 00 5	2 905	7 1 0 7	T _U	303 752	200 303	3.457
8011	ECEP State Ald Education Protection Account	579'07	10,613	507'05	30,203	20,200	9627	207'00	6,500	10.198	2,303	6,3003	10.233		39.686	38.700	986
	In Lieu of Property Taxes		113,036	276,072	150,715	150,715	150,715	150,715	150,715	328,539	154,270	164,270	164,270	185,858	2,099,689	2,047,718	52,172
		16,813	129,849	265,965	180,980	180,980	190,607	180,980	153,620	341,642	167,175	167,175	181,690	185,858	2,343,334	2,286,719	56,614
릭															22.200	1	
8181	Special Education - Entitlement							10.000					11 050	33,760	35,760	33,760	
	Title II. Part A - Teacher Quality							20,204	3,536			-	609		4,145	4,145	- 1
	Other Federal Revenue		4	1				2,000		1		. 4	2,000		10,000	10,000	
								21,260	3,536			ā	16,667	33,760	75,223	75,223	·
3	une			******		4 - 10 - 4		00 1 00			00000			00 7		000	440.4
	State Special Education	8,196	8,196	14,756	14,754	14,754	. 000 0	29,508		30,732	13,150	15,500		19,1/8	2 804	196,391	4,244
	Mandated Cost			4			5,804	17 730			16 826			15.843	de ans	3,604	1 7 2 8
0000	State Lottery		, ,	(422)	(31)			5 987			20,000			nto'ry	5 529	\$ 529	4,440
	Other State Revenue	77.0	779	1 402	58.959	1.402	1.402	1,402	7,225	(4.391)	1.417	1.417	128.172		199,965	229,007	(29.042)
	Office State Newsman	8,975	8,975	15,734	73,682	16,156	5,206	54,623	7,225	26,341	32,619	16,783	128,172	35,021	429,511	453,082	(23,571)
Other Local Revenue	nue					100				OHIO					1000000		
8660	Interest Revenue				1,416			954			1,701	9		•	4,072	2,370	1,701
	School Fundraising	116	116	116	116	. !	242	116	116	116	116	Ĭe	23,000		54,171	35,652	18,520
8980	Contributions, Unrestricted			15,000		2,373		1,975			. 0.000	4			19,348	19,348	
		116	116	15,116	1,532	2,373	757	3,045	110	110	1,81,	ī	23,000		11,382	0/5//6	777'07
Total Revenue		25,904	138,940	296,815	256,194	199,509	196,055	259,908	164,497	368,099	201,611	183,958	379,529	254,639	2,925,658	2,872,394	53,264
Expenses																	
cated Salar	ries Contificated Calaries - CDED	à	2364	10.451	2 364	5.060	5.060	4.217	4.217	4.217	4.217	6.091	6.091		\$6,348	58,097	3,748
	Teachers' Salaries		62.846	64.859	63.852	69.852	56.157	65.120	54.749	52,657	866,99	58,690	28,690	8:	658,471	666,195	(2,276)
	Teachers' Substitute Hours		2,624	5,216	(334)	3,876	3,885	3,626	11,661	3,157	5,810	1,943	1,943		43,408	38,328	(5,080)
1175	Teachers Extra Duty/Stipends				228	3,404	(1,216)	(924)	(1,491)	4,032	2,984	455	455		7,925	1,818	(6,107)
	Pupil Support Salaries											4,600	4,600	1	9,200	18,400	9,200
1300	Administrators Salaries	12,563	12,563	12,563	12,563	27,594	1 900	13,012	13,012	13,012	13,012	13,012	13,012		32.197	141,676	(18,/14)
	Other Certificated Salaries	12,563	81,672	97,246	82,891	109,281	71,260	86,896	87,634	80,653	94,701	87,352	84,790		976,939	957,576	(19,363)
Classified Salaries																	
2100	Instructional Salaries	•	23,756	63,048	40,072	51,258	41,969	31,258	48,879	42,277	33,310	38,149	38,149	å	452,175	432,343	(19,783)
2200	Support Salaries	1,583	1,253	3,273	552	851	744	1,467	6,953	2,027	4,230	2,562	2,562	•	31,057	26,922	(4,134)
2300 (Classified Administrators' Salaries	,		٠			6,045	5,179	8,616	7,078	4,021	5,123	5,123		41,187	40,333	(853)
2400	Clerical and Office Staff Salaries	5,642	8,347	10,864	9,265	10,037	9,313	7,960	10,321	9,458	8,371	8,204	8,204		105,985	104,563	(1,422)
		7,225	33,355	77,185	49,889	62,146	58,072	45,865	74,770	63,840	49,9331	54,037	54,037	•	630,354	604,162	(26,192)
	4	444	4 1 4		10 100	000	2000	42 420	1000	44 272	12 A 7E	15.672	16 214	Ì	126 548	157 979	1 431
3101	SIKS	1,922	7.007	17,400	10.965	12 743	12,000	12 021	17 371	10 397	13 256	13,724	13,774		144,250	140 126	(4 124)
	DASDI	444	1,850	4,706	2,639	3,638	3,119	2,950	4,248	3,895	2,974	3,189	3,189	٠	36,840	34,510	(2,330)
	Medicare	284	1,662	2,524	1,920	2,479	1,869	1,923	2,352	2,093	2,095	1,936	1,901	٠	23,036	22,119	(917)
	Health and Welfare	12,284	6,503	10,021	5,824	9,219	11,078	8,682	9,204	8,118	9,402	9,917	9,917	•	110,169	112,482	2,313
	State Unemployment	(227)	57	84	70	120	3	8 5	26	13	63	375	375		1,155	2,043	889
3601	Workers' Compensation	. 26.36	. 000		6,569	4E 000	30 131	2,419	AE 347	28 840	A1 268	47 084	46.548		488,484	489 580	3,034





Sonoma Charter School Monthly Cash Flow/Forecast FY23-24 Revised 05/07/2024

Comparison Com	nevised US/US/2024	7									-							
The control control of the control o	ADA =	198,43	Jul-23	Aug-23		Oct-23	Nov-23	Dec-23	Jan-24						rear-End	Armusi		overable /
The control form of the co	Danks and Creek	3							l			j	l		ACCI DAILS	- Alexandra		(Out ev.)
The control form of high size in Section 1, 1819 1, 18	4100	Textbooks and Core Curricula Mat		20,401	308		1,209	5,097		7			0	0	ľ	27,023	27,023	
Control Cont	4302	Instructional Materials and Suppli		6,207	1,363	2,171	248	2,259	2,555	2,609	86	253	618	618	,	19,000	19,000	
Control Cont	4305	Computer Software & Digital Sub-		3,828	6,486	36	36	2,981	36	36	478	36	315	315		750,067	29,067	(1,000)
The control state of page 1 and 1 an	4310	Office Expense	25	151	629	363	1,232	482	905	546	2,185	805	1,524	1,524	,	10,000	10,000	39
The control foreign set 5 cycles (1.4) (1.	4321	Instructional Materials and Suppli		493	398	274	123		124	805	203		1,744	1,744		160'S	5.094	*
A control of the cont	4322	Instructional Materials and Suppli		,	1.413	,	230	1	-		72	-	418	418	•	2,500	2,500	
And Supplementary analysis 25.7 5.8<	4330	Campus/Landscape Supplies	,		B. 81			-		-			1,000	1,000		2,000	2,000	9
The control of policy of the control of t	4331	Tech software/computer supplies				951	635	107	1.003			115	640	640	•	4,093	4,093	Y
The control co	4370	Custodial Supplies	217	967	200	500	1 078	3	150	117	377	1 512	224	224	,	6.515	6515	
The control of the co	0/64	Castorial Supplies	177	305	2 2	375	2,0,4	25	1	111	200	45054	777			2000	0000	
1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	4380	Maintenance Supplies		255	920	777	167	77	3	4	2)		1,357	1,357	•	2000	4,500	
Marchest	4400	Noncapitalized Equipment	1	-	5,455			1,858			-		5,743	5,743	1	18,000	18,000	×
State Control Figure Control Figur			15,724	32,286	17,548	4,589	5,013	12,553	4,431	3,373	3,387	2,723	13,583	13,583		128,792	127,792	(1,000)
Continue	Subagreement S.	ervices					The state of the s	THE PERSON NAMED IN	S. C. S. C.	- Carrier State of	1	1				1		
Secretary Control Cont	3013	Control of the Contro				20.070				21 248		27 SEO	19 876	10 875		300 633	109.433	
Section of the control of the cont		Capainted Learning Scholarships				40,513				20,000		2000	43,040	07077			200,004	
### Secretary of the control of the			4			20,979				21,243	TO - HOUSE	27,560	19,826	19,826	1	109,433	109,433	•
The fire from the Controlled Region (1978) (Operations and i	Housekeeping														Total Control		
See	2200	Coaching, Training & Overnight File	2.011	5.288	738	(3,900)	275	1,000	245	543	1,423	(973)	693	693		8,037	8,037	0.1
Fig. 1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (0000	D	200	36	10001	000					THE PERSON NAMED IN		022	022		3.00%	3 046	
The control of the co	Ansc Ansc	Dues or intermediatips	103		(ant)	770	-		-			7	2 (2 1			2000	
Control Removal Control Re	2400	Insurance		45,271	(318)		337			198			(ô)	(0)		1070	46,151	,
Separational promotives and the promotive prom	5501	Electricity		777	52	50	83	537	9/9	694	941	579	528	528	•	5,520	4,320	(1,200)
Particular Par	5502	Janitorial/Trash Removal	,	663	539	663	663	663	663	663	663	663	311	311	•	885'9	6,588	
Continue ground makes 1,120 2,12	1 00					04.1	20.0		202		725	-	1 000	000		E 000	2,000	
Part	0000	Walter				611	K.		707		7		2,000	0001		2000	000,0	
Particle Company Particle Co	2580	Sewer				-							1,290	1,296	•	7607	7667	
## Supply of the property of t	5591	Landscape/Campus grounds main				460						-	2,570	2,570		2,500	8,000	2,400
18. October 18. Production 18. October 18. Production <th< th=""><th>2900</th><th>Telephone</th><th></th><th>1,320</th><th>536</th><th>909</th><th>769</th><th>386</th><th>605</th><th>375</th><th>390</th><th>381</th><th>1,366</th><th>1,366</th><th>٠</th><th>8,100</th><th>8,100</th><th>8</th></th<>	2900	Telephone		1,320	536	909	769	386	605	375	390	381	1,366	1,366	٠	8,100	8,100	8
Control Lease Control Leas	1005	Bostone and Chinaino		269	050	1 169	25	206	242	00	103	201	134	134	-	3,600	3.600	-
Other Leases	1000	Building and offered	2000	200	0000	040	2000	2000	2 4 20	0 200	300 7	004	0000	0 550	-	04.524	OE 424	1 300
Transitional control tests of the control tests of			6,740	33,002	4,330	200	2,010	40126	2746	3,443	4,230	400	0000	roofs.	1		100	200
Previous transfer in the state of the state	Facilities, Repair	s and Other Leases						0 120	*	. 7.6.0		2000	000	0.00		30000	00000	
1,247 1,644 1,64	5603	Equipment Leases		1,044	1,044	1,044	1,044	3/2/8	1,044	1,044	1,044	4,040	1,078	1,076	,	9000	20,020	
tend Tax. 1	2610	Repairs and Maintenance		1,953			-					-	1,524	1,524	1	3,000	5,000	100
Table Services - 1, 15,77		-1		3,597	1,644	1,644	1,544	3,578	1,644	1,644	1,644	2,846	2,602	2,602	1	75,086	25,086	'
tend Tax 1,573 6,300 1,573 6,300 6,	Professional/Co.	rsulting Services										The same of				No. of Street, or other Persons		
Charges 7.0 5.5 6.5	5802	Audit and Tax	4		1,575		6,300	-	-	6,038		5,250	0	0	١	19,163	13,913	(5,250)
Cidages 1	5803	legal			761		19					•	2,087	2,087	٠	5,000	5,000	
Charges 70 55 68 100 100 1201 1,672 1,1533 68 736 736 736 736 730 710	2005	Custodial Contractor				4 220	9614	6 589	6 5.89	6 330	6 339	685 9	6.839	6839	,	59.956	59.956	
Constraint Con	EDOC	Custodial Contractor		-	-	400	2000	500	condo	4 7 2 2	tour sy	2000	000			2 0.00	990 6	
From the first of the factor o	/D85	Bank Charges	2	3	8	707	2	40		7,022	(7007)	8 !	00/	00/		1	2,044	
Service Fee Communications Communi	5809	Other taxes and fees	22	104	264	100	300	250	100	1,207	260	1,316	212	212	•	4,149	2,149	(2,000)
te Outsourcing 6,410 6,410 6,410 6,410 6,410 6,576 5,796 6,576 7,721 5,947 8,880 6.9 880 6.9 181879 81,359 81,359 82,000	5810	Payroll Service Fee	1						780						٠	760	780	,
FeCtionary Feet 1. The control of th	5811	Service Outsourcing	6,410	6,410	6,410	6,410	6,410	6,576	5,796	6,576	7,251	5,347	8,880	8,880	٠	82,359	81,359	
Economications 120 120 120 120 120 120 120 120 120 120	0.000	C delication of the contract o												20 300	•	20, 650	68 607	(1.698)
Legistration tests	7100	District Oversign Fee											2 750	9.750	i,	S con	2 500	
## 120	200	SCUE CONSOLUTION FEES			-				1		45.0	400	2,130	2,130		200	9 2 4 5	
Thy Services 155 14 26 150	5814	SELPA Fees	120	120	217		474		434		452	977	3,1/1	3,1/1		200	6,345	
This services 165 165 165 165 165 165 165 165 165 165 165 165 166 <	5815	Marketing & Communications		514	26	210				9	160	132	114	114		1,276	756	(520)
vector of control ing finems 2,560 1,920 1,920 1,920 1,920 1,920 1,560 2,600 880 2,800 3,600 3,600 3,600 1,572 1,572 1,572 1,572 1,570 1,500 1	5816	Security Services	165			165			165	516		165	86	86		1,371	1,011	[360]
Accidion Expense 1,356 1,356 1,356 1,357 1,357 1,572 1,572 1,572 1,572 1,572 1,570 1,500 1,200	5817	Counselor and counseling interns			2,560	1,920	1,920	2,880	1,560	2,600	880	2,800	3,600	3,600		24,320	24,320	
Site Revamp and Maintenance	5835	Bookbeening sepures (fundraising		750	1 350	1725	1 313	1.519	1.163	1.088	1.800	1.350	1.572	1.572	,	15,200	12,000	(3,200)
Fig. 12,000 State Regards and Programs (Music and Lange Services 2,533 2,132 3,945 18,499 10,378 8,771 9,441 9,441 1,020 10,2700 10,2	2022	Targette Daniel Daniel and Marian			-	1	and a	26.0	1	35		-	551	551	ľ	1.400	\$ 000	3 600
Fig. 1 (2013) Services (1) (2) (2) (3) (2) (3) (4) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	7295	wedsite revemp and maintenant						100		3 3		o des	4 .			200 000	000'1	
transmit Music and 2,503 2,132 3,985 4,553 3,713 2,361 3,984 3,880 1,020 4,174 4,174 4,174 3,000 3,000 1,000	5858	Special Ed Outside Services		840	4,020	9,456	12,479	0/6/8	17.F.	18,490	10,3/8	2,731	1,341	1,341	•	-	104,000	9
thrent Programs (Music and Land Programs (Music and Land Programs (Music and Land Land Land Land Land Land Land	5830	Nurse			- 11						1,140	1,020	420	420	•	3,000	3,000	
Purpert/Tech Related Services 2,933 224 258 186 5.554 30 6 (0) (0) (0) 0 2.200 2.000	5833	Enrichment Programs (Music and		2.503	2,132	3,985	4,553	3,713	2,361	3,984	3,880	3,292	4,174	4,174	•	38,751	23,231	(15,520)
Figure 17 (1987) 112,599 112,599 213,599 213,599 158 224 31,599 158 224 32,597 39,397	0.00	Commentary Particol Commen		2022		-	1 955		2 380	5.354	1	3.060	(0)	(0)		15,631	12.621	(3.060)
Federitating Casts				2	200	350	200	157	00	150	224	60	225	336		2.700	2 200	
Toy of Expense S16 S16 S16 S16 S16 S17	7985	Fingerprinting Costs			477	238	204	707	n i	S. C.	477	70	7 1	200		1000	7,100	
ecation Expense 516 516 516 516 517 517 516 516 517 517 517 517 517 517 517 517 517 517	5865	Employment Related Advertising							282	343	997	-	295	700	1	A.M.A.	2,000	
Focation Expense \$16 \$16 \$16 \$17 \$17 \$16 \$16 \$17 \$17 \$198 \$198 \$16 \$16 \$16 \$16 \$16 \$17 \$17 \$17 \$17 \$198 \$198 \$16 \$16 \$16 \$16 \$16 \$16 \$17 \$17 \$17 \$17 \$198 \$198 \$18 \$16 \$16 \$16 \$16 \$17			6,790	14,229	19,624	28,551	45,597	30,962	31,659	54,334	31,497	39,371	45,441	115,741		463,796	435,786	(28,008)
Facility Expense 516 516 516 516 515 517 517 516 516 517 517 517 517 517 517 517 517 517 517	Depreciation													S		S. S		
516 516 516 517 517 517 517 517 519 6,198 61,889 215,336 217,854 217,854 217,854 224,724 359,109 346,312 2,555,047 (135,985) (112,595) 30,280 23,736 (127,579) 143,385 (84,457) (95,152) 33,717 254,639 21,347	0069	Depreciation Expense	516	516	516	516	516	516	517	517	516	516	517	517		6.198	6,198	1
61,889 255,536 266,535 232,956 273,199 217,856 227,726 224,726 259,769 346,312 - 2,923,335 2,851,047 (35,985) (312,995) 30,280 23,236 (73,690) (21,795) 148,385 (584,57) (95,152) 33,717 254,639 2,343 21,347			216	516	516	516	516	516	517	517	516	516	517	517		6.198	6,198	1
61,889 255,536 266,535 253,556 273,556 217,366 286,076 224,714 259,764 279,109 346,312 2,851,047 2,851,047 (35,985) (112,585) 30,280 25,736 (73,690) (21,799) 443,485 (98,457) (95,452) 33,717 254,639 23,43 21,347			OTC	070	270	240	040	247	240	1	200	1						
61,889 255,536 266,535 237,956 217,854 217,365 286,714 759,784 279,109 346,312 - 2,651,047 2,651,047 (95,955) (112,595) 30,280 23,736 (73,690) (21,799) 443,485 (86,457) (95,152) 33,717 254,639 2.343 21,347	Interest	-1							-					ľ				
61,889 255,536 266,535 232,958 273,199 217,858 217,346 224,734 259,738 259,109 346,312 - 2,933,335 2,851,047 (35,985) (112,595) 34,345 (34,595) (127,579) 343,385 (34,457) (95,152) 33,717 254,639 2,343 21,347				-		-				-	-					1		
[35,995] [112,595] 30,280 23,736 [73,690] [21,799] 42,543 [127,579] 148,385 [58,157] [95,152] 33,717 254,639 2,343 21,347		-10	000 000	964 630	965 636	355 666	375 + 66	147 054	947 BEE	363 676	254 744	1	L	346 312	10	2 928 815	2 851 047	(77.267)
[35,995] [312,595] 30,280 23,236 [73,690] [21,799] 42,543 [127,579] 343,385 [58,157] [95,152] 33,717 254,639 23,347	lotal Expenses		60070	434,330	400,333	434,300	613,633	77/07	271/200	40000	are all the same	1	L	1			e de la contra	
[35,985] [11,535] [11,535] [11,535] [12,535] [12,535] [12,535] [12,535] [12,535] [12,535]							des cont	-		Same division	-45 464	000 4 0.00	1000 400	23 147	25.4.620	49.00	24 347	(200,01)
	Monthly Surplus (Ut	fficit)	(\$5)363)	122,3201	30,480	13,100	13000	(64)(555)	26,245	TELEVISION .	192,007	SOURCE !	(35) £35.	33.644	Kara Dec		E-by-2-7 F	Tanal Cal





Znd Interim | Favorable / Budget Total (Unfav.)

6,138

Sonoma Charter School Monthly Cash Flow/Forecast FY23-24

ADA = 198.43

Revised 05/07/2024

Cash Flow Adjustments

Manthly Surplus (Deficit)
Cash flows from operating activities
Cash flows from operating Receivables
Grants and Contributions Rec.
Due To/From Related Parties
Prepaid Expenses
Accounts Payable
Accounts Payable
Accounts Revenue
Due to Beneficiary
Cash flows from investing activities
Purchases of Prop. And Equip.
Cash flows from investing activities
Purchases of Prop. And Equip.

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

42,543 (127,579)	(21,799)		(73,690)	23,236 (73,690)		23,236
517 517	516		516	516 516	516	516
-			11,020	12,135 11,020	12,135	12,135
100000						
	-					
. 2	1,356		(1,356)		(3,677)	4,430 (3,677)
			•			. (2,707)
	(6)3(3)		15,562		(31,069)	33,854 (31,069)
	11,341		11,341		11,341	(3,659) 11,341
	53		(1,367)		*	(6,905) 34
			•			
(110,931)	(14,901)		(37,974)	12,517 (37,974)		12,517
\$23,630 585,218	538,531		\$76,505	563,988 576,505		\$63,988
585,218 474,287	523,630	_	538,531	576,505 538,531		\$76,505
	The same of the sa	42,543 (1,517 517 517 517 603 (1,588 (1,588 4,530 5,530 5,530 5,530 6,53	516 517	(73,690) (21,799) 42,543 (1 516 516 517 11,020	23,236 (73,690) (21,799) 42,543 (1 516 516 517 12,135 11,020	30,280 23,236 (73,690) (21,799) 42,543 (1 5.16 516 516 516 517 6.104 12,135 11,020

Statement of Financial Position

April 30, 2024

	= 777	Current Balance	inning Year Balance	Y	D Change	YTD % Change
Assets						
Current Assets						
Cash & Cash Equivalents	\$	670,849	\$ 494,543	\$	176,305	36%
Public Funding Receivables			245,493		(245,493)	-100%
Prepaid Expenses		11,425	29,696		(18,271)	-62%
Total Current Assets		682,274	769,732		(87,459)	-11%
Long-Term Assets						
Property & Equipment, Net		22,719	27,883		(5,164)	-19%
Total Long Term Assets		22,719	27,883		(5,164)	-19%
Total Assets	\$	704,993	\$ 797,616	\$	(92,622)	-12%
Liabilities						
Current Liabilities						
Accounts Payable	\$	810	\$ 27,013	\$	(26,202)	-97%
Accrued Liabilities		150,052	157,728		(7,676)	-5%
Deferred Revenue		405,846	271,686		134,159	49%
Due to Beneficiary		32,372	34,916		(2,544)	-7%
Total Current Liabilities		589,080	491,343		97,738	20%
Total Liabilities		589,080	491,343		97,738	20%
Net Asset		115,913	 306,273		(190,360)	-62%
Total Liabilities and Net Assets	\$	704,993	\$ 797,616	\$	(92,622)	-12%

Statement of Cash Flows

For the period ended April 30, 2024

	0000000	nth Ended 1/30/24		YTD Ended 04/30/24
Cash Flows from Operating Activities				
Change in Net Assets	\$	(58,157)	\$	(190,360)
Adjustments to reconcile change in net assets to net cash flows				
from operating activities:				
Depreciation		516		5,164
Decrease/(Increase) in Operating Assets:				
Public Funding Receivables		29,802		245,493
Prepaid Expenses		816		18,271
Accounts Payable		810		(26,202)
Accrued Expenses		2,050		(7,676)
Deferred Revenue		(7,847)		134,159
Other Liabilities		2,652		(2,544)
Total Cash Flows from Operating Activities		(29,357)	_	176,305
Change in Cash & Cash Equivalents		(29,357)		176,305
Cash & Cash Equivalents, Beginning of Period		700,206		494,543
Cash and Cash Equivalents, End of Period	\$	670,849	\$	670,849

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD 8udget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid \$	2,905	\$ 2,905	\$	\$ 193,666	\$ 193,666	\$	\$ 200,302
Education Protection Account	-	-		29,453	29,075	379	38,700
In Lieu of Property Taxes	164,270	164,270	0	1,585,492	1,585,492	(0)	2,047,718
Total State Aid - Revenue Limit	167,175	167,175	0	1,808,611	1,808,233	378	2,286,719
Federal Revenue							
Special Education - Entitlement	-	-		80		*	33,760
Title I, Part A - Basic Low Income	- 1	-	- 3	16,260	23,090	(6,830)	27,318
Title II, Part A - Teacher Quality	-	•	10	3,536	3,536	*	4,145
Other Federal Revenue		-	-	5,000	5,000	45,000	10,000
Total Federal Revenue Other State Revenue	-	•		24,796	31,626	(6,830)	75,223
State Special Education	15 266	16 777	(411)	126.260	121 726	14.544	155 551
Mandated Cost	15,366	15,777	(411)	136,260	121,716	14,544	166,561
State Lottery	15,836	11,986	3,850	3,804 33,566	3,804 29,717	3,850	3,804 48,181
Prior Year Revenue	13,630	11,560	3,830	5,529	5,529	3,630	5,529
Other State Revenue	1,417	1,417		70,376	70,376	-	229,007
Total Other State Revenue	32,619	29,180	3,438	249,535	231,142	18,393	453,082
Other Local Revenue	,	,	-,	- 12,000		10,010	,
Interest Revenue	1,701	U	1,701	4,071	2,370	1,701	2,370
School Fundraising	116	8,678	(8,562)	1,171	18,295	(17,124)	35,652
Contributions, Unrestricted	-	-	_	19,348	19,348	4	19,348
Total Other Local Revenue	1,817	8,678	(6,861)	24,591	40,014	(15,423)	57,370
Total Revenues	201,611	205,033	(3,422)	2,107,533	2,111,014	(3,481)	2,872,394
Expenses							
Certificated Salaries	4.047	5.004	(4.074)				
Teachers' Salaries - SPED	4,217	6,091	(1,874)	42,167	45,915	3,748	58,097
Teachers' Salaries Teachers' Substitute Hours	66,998	58,690	8,308	551,091	548,815	(2,276)	666,195
Teachers' Extra Duty/Stipends	5,810	1,943	3,867	39,522	34,441	(5,080)	38,328
Pupil Support Salaries	2,984	455 4,600	2,529 (4,600)	7,016	909	(6,107) 9,200	1,818
Administrators' Salaries	13,012	8,333	4,678	134,367	9,200 125,010	(9,357)	18,400 141,676
Other Certificated Salaries	1,680	2,562	(882)	30,635	30,500	(135)	33,061
Total Certificated Salaries	94,701	82,674	12,027	804,797	794,790	(10,007)	957,576
Classified Salaries	5 1,1 02	02,07	,	00 1,1 31	, 54,, 50	(10,007)	551,570
Instructional Salaries	33,310	33,026	285	375,828	366,291	(9,536)	432,343
Support Salaries	4,230	2,562	1,669	25,934	21,799	(4,134)	26,922
Supervisors' and Administrators' Salaries	4,021	5,123	(1,102)	30,941	30,087	(853)	40,333
Clerical and Office Staff Salaries	8,371	8,204	167	89,578	88,156	(1,422)	104,563
Total Classified Salaries	49,933	48,914	1,019	522,280	506,334	(15,946)	604,162
Benefits							
State Teachers' Retirement System, certificated positions	13,475	15,134	(1,659)	125,661	128,181	2,520	157,979
Public Employees' Retirement System, classified positions	13,256	11,744	1,511	116,802	116,638	(165)	140,126
OASDI/Medicare/Alternative, certificated positions	2,974	2,729	244	30,462	29,052	(1,410)	34,510
Medicare/Alternative, certificated positions	2,095	1,785	309	19,199	18,583	(617)	22,119
Health and Welfare Benefits, certificated positions	9,402	9,917	(514)	90,336	92,649	2,313	112,482
State Unemployment Insurance, certificated positions	67	354	(287)	405	1,335	931	2,043
Workers' Compensation Insurance, certificated positions		2,093	(2,093)	11,988	16,175	4,187	20,320
Total Benefits	41,268	43,756	(2,488)	394,852	402,612	7,759	489,580
Books & Supplies Textbooks and Core Materials		0	(0)	27.022	27.022		27 022
School Supplies	202	0	(0)	27,023	27,023	0	27,023
Software	253	397	(144)	17,764	18,206	442	19,000
Office Expense	36 805	36 1,509	(704)	29,438	28,995	(443) 29	29,067
Instructional Materials and Supplies: Art	cuo -	923	(704) (923)	6,953 1,606	6,981 3,248		10,000
Instructional Materials and Supplies: Special Ed		214	(214)	1,664	2,072	1,642 408	5,094 2,500
Campus/Landscape Supplies	_	500	(500)	1,004	1,000	1,000	2,000
Tech software/computer supplies	115	349	(234)	2,812	3,395	583	4,093

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTO Budget Variance	Total Budget
Custodial Supplies	1,512	583	929	6,068	5,349	(719)	6,515
Maintenance Supplies	-	686	(686)	1,787	3,129	1,342	4,500
Noncapitalized Equipment		2,872	(2,872)	6,513	12,257	5,743	18,000
Total Books & Supplies	2,723	8,069	(5,346)	101,627	111,654	10,027	127,792
Subagreement Services							
Other Educational Consultants	27,560	16,803	10,757	69,781	75,827	6,046	109,433
Total Subagreement Services	27,560	16,803	10,757	69,781	75,827	6,046	109,433
Operations & Housekeeping							
Coaching, Training & Overnight Field Trips	(973)	459	(1,432)	6,651	7,119	468	8,037
Dues & Memberships	-	385	(385)	1,506	2,276	770	3,046
Insurance	-	(0)	0	46,151	46,151	(0)	46,151
Operations and Housekeeping	-		1.0	•	-	-	
Utilities	579	344	235	4,463	3,631	(832)	4,320
Janitorial Services	663	487	176	5,966	5,614	(352)	6,588
Water	-	681	(681)	3,000	3,637	637	5,000
Sewer	*	648	(648)	-	1,296	1,296	2,592
Landscape/Campus grounds maintenance	-	1,885	(1,885)	460	4,230	3,770	8,000
Communications	381	876	(495)	5,367	6,348	981	8,100
Postage and Shipping	201	166	35	3,331	3,268	(63)	3,600
Total Operations & Housekeeping	851	5,931	(5,080)	76,896	83,572	6,675	95,434
Facilities, Repairs & Other Leases							
Equipment Leases	2,846	1,662	1,185	17,930	16,763	(1,167)	20,086
Repairs and Maintenance		762	(762)	1,953	3,477	1,524	5,000
Total Facilities, Repairs & Other Leases	2,846	2,423	423	19,883	20,239	357	25,086
Professional/Consulting Services							
Audit & Taxes	5,250	0	5,250	19,163	13,913	(5,250)	13,913
Legal	-	1,044	(1,044)	826	2,913	2,087	5,000
General Consulting	6,589	6,652	(63)	46,278	46,653	375	59,956
Bank Charges	60	(0)	60	572	2,044	1,472	2,044
Other Taxes and Fees	1,316		1,316	3,725	2,149	(1,576)	2,149
Payroll Service Fee	-		2	780	780	-	780
Management Fee	5,347	7,590	(2,243)	63,598	66,179	2,581	81,359
District Oversight Fee			(%	-	-		68,602
County Fees	-	1,375	(1,375)	-	2,750	2,750	5,500
SPED Encroachment	226	1,755	(1,529)	2,003	4,835	2,832	8,345
Public Relations/Recruitment	132	(0)	132	1,048	756	(292)	756
Security Services	165	0	165	1,176	1,011	(165)	1,011
Counseling Services	2,800	2,720	80	17,120	18,880	1,760	24,320
Bookkeeping services (fundraising) and accounting transition	1,350	773	577	12,056	10,453	(1,603)	12,000
Website Revamp and Maintenance	•	1,176	(1,176)	298	2,649	2,351	5,000
Special Ed Outside Services	8,731	9,448	(716)	83,318	83,104	(214)	102,000
Nurse	1,020	750	270	2,160	1,500	(660)	3,000
Enrichment Programs (Music and Perf Arts)	3,292	(0)	3,292	30,403	23,231	(7,172)	23,231
Computer/Tech Related Services	3,060	(0)	3,060	15,681	12,621	(3,060)	12,621
Fingerprinting Costs	32	231	(199)	1,531	1,738	207	2,200
Employment Related Advertising		347	(347)	877	1,305	429	2,000
Total Professional/Consulting Services	39,371	33,860	5,511	302,613	299,465	(3,148)	435,786
Depreciation							
Depreciation Expense	516	517	(0)	5,164	5,165	1	6,198
Total Depreciation	516	517	(0)	5,164	5,165	1	6,198
Total Expenses	259,768	242,946	16,821	2,297,893	2,299,658	1,766	2,851,047
Change in Net Assets	(58,157)	(37,913)	13,399	(190,360)	(188,645)	(1,715)	21,347
Net Assets, Beginning of Period	174,070			306,273			
Net Assets, End of Period	\$ 115,913			\$ 115,913			

Sonoma Charter School

Accounts Payable Aging April 30, 2024

Vendor Name	Invoice/Credit Number	Invoice	Date Due	Current	1 - 30 Days 31 - 60 Days 61 - 90 Days Past Due Past Due Past Due	1 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
AT&T	21577997	4/17/2024	5/17/2024	\$ 166.34					166.34
AT&T	21578015	4/17/2024	5/17/2024	56.65					56.65
ODP Business Solutions, LLC	358550826001	3/26/2024	4/25/2024		(42.63)				(42.63)
ODP Business Solutions, LLC	361612807001	4/4/2024	5/10/2024	370.25					370.25
Pitney Bowes Inc	1025168832	4/12/2024	5/12/2024	58.79					58.79
Purchase Power	PURC041424-4688	4/14/2024	5/12/2024	201.00					201.00

810

(43)

853

Total Outstanding Invoices \$

Check Register

For the period ended April 30, 2024

Check Number	Vendor Name	Check Date	Check Amount
11229	SCOE000Sonoma County Office of Education/ North Coast School of Education	4/9/2024	\$ 16,107.58
11230	SCOE000Sonoma County Office of Education/ North Coast School of Education	4/9/2024	18,988.90
11231	BRAD000Brady Industries	4/12/2024	891.40
11232	BASK000Brenda Baskerville-Graff	4/12/2024	1,800.00
11233	CALI9110CaliforniaChoice Benefit Administrators	4/12/2024	8,434.73
11234	STON000Catherine Stone	4/12/2024	18.00
11235	CHAR000Charter Impact LLC	4/12/2024	5,347.24
11236	EDUC000Educational Dental Group Enterprise	4/12/2024	813.80
11237	INLA000Inland Business Systems	4/12/2024	1,202.59
11238	ANSP000Laurelle Anspach	4/12/2024	1,350.00
11239	GREG000Maria Gregory	4/12/2024	4,080.00
11240	RECO6998Recology Sonoma Marin	4/12/2024	662.93
11241	50NO004Sonoma Valley Family Therapy	4/12/2024	1,360.00
11242	THER000TheraTree Community	4/12/2024	880.00
11243	WAGE000WageWorks, Inc.	4/12/2024	100.00
11244	XERO4001Xerox Financial Services	4/12/2024	1,643.60
11245	CLIF001CliftonLarsonAllen LLP	4/17/2024	5,250.00
11246	KHAL000Dee Khaleck	4/17/2024	3,060.00
11247	DEPA0414Department of Justice	4/17/2024	32.00
11248	EXCH000Elan Financial Services	4/17/2024	673.23
11249	THAR000Kate Tharler	4/17/2024	1,020.00
11250	LUPE000Lupe's Building Maintenance Service	4/17/2024	6,589.00
11251	PGEX7392PG&E	4/17/2024	578.90
11252	REDW000Redwood Pediatric Therapy Assoc.	4/17/2024	1,811.19
11253	TMO85550T-Mobile	4/17/2024	158.18
11254	BOYS000Boys & Girls Clubs of Sonoma Valley	4/25/2024	27,559.67
11255	BRAD000Brady Industries	4/25/2024	588.40
11256	JONE001Elizabeth Jones	4/25/2024	3,292.20
11257	ANSP000Laurelle Anspach	4/25/2024	37.05
11258	GREG000Maria Gregory	4/25/2024	160.30
11259	NORT000North Bay AVS	4/25/2024	164.97
11260	SONO004Sonoma Valley Family Therapy	4/25/2024	1,440.00
ACH	EXCH000Elan Financial Services	4/3/2024	44.90
ACH	EXCH000Elan Financial Services	4/3/2024	9.95
ACH	CALIOO1California Department of Tax and Fee Administration	4/19/2024	1,188.00
ACH	EXCH000Elan Financial Services	4/26/2024	15.00
ACH	FLEX000-Flex	4/30/2024	25.00

Total Disbursements Issued in April \$ 117,378.71

FACILITIES USE AGREEMENT BY AND BETWEEN SONOMA VALLEY UNIFIED SCHOOL DISTRICT AND SONOMA CHARTER SCHOOL

This Facilities Use Agreement ("Agreement") is made this <u>4</u> day of <u>MAN</u> 2024 by and between Sonoma Valley Unified School District ("District") and Sonoma Charter School, a California non-profit public benefit corporation ("Charter School"). The Charter School and District are collectively referred to as the "Parties."

RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District's intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities; and
- B. WHEREAS, Charter is currently using District facilities located at 17202 Sonoma Highway, Sonoma, California and District is the owner of real property, known as the Agua Caliente school site (AP Nos. 56-201-85 and 056-201-86), located at 17202 Sonoma Highway, Sonoma, California, with a land area of approximately 1.2 acres, together with improvements thereon including 19,000 square feet of buildings, including classrooms, restrooms, office space, performing arts building (constructed by Charter School), and playground facilities ("Facilities"). It is acknowledged that Charter School has occupied the Facilities since 1994.
- C. WHEREAS, Charter School is a charter school duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, et seq.) serving students in grades transitional kindergarten through eighth grade; and
- WHEREAS, Charter School desires to continue to use the Facilities for its public charter school program; and
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969.1, et seq., adopted by the State Board of Education ("Proposition 39"), which among other things require a written agreement regarding the allocating of facilities under Proposition 39.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows.

- Recitals. The recitals set forth above are incorporated herein and made part of this Agreement.
- 2. <u>Substantially Rent Free Facilities.</u> Pursuant to Education Code section 47613, subdivision (b), the District shall provide substantially rent free facilities to the Charter School.
- 3. <u>Facilities</u>. Use of the Facilities shall be for the purposes set forth in the Charter School's charter and on the terms and conditions set forth herein. The District grants use of the facilities ("Facilities") located on the Site as described and/or depicted in Exhibit A,

which is attached hereto and incorporated herein by reference, (see Exhibit A) to the Charter School under the terms and conditions set forth in this Agreement. The Facilities include the grounds as well as all buildings and structures on the property described in Exhibit A. The Charter School shall have exclusive use of the Site. Upon approval of this Agreement by the Parties concurrent with the terms of the charter renewal, District grants a license to use the premises as described in Exhibit A.

3.1. Facility/Service Costs.

In addition to the above, Charter School may contract with the District for services beyond those provided by the District as described in this Agreement, such as food services and/or transportation. Such agreements shall be set forth in writing prior to commencement of services.

4. Condition of The Subject Property.

- 4.1. Representation of District. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Dunbar Site during the Term of this Agreement.
- 4.2. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Site, including without limitation, those relating to health, safety, noise, environmental protection, zoning compliance, and approvals, waste disposal, and water and air quality. Charter School shall not be responsible for any and all environmental conditions that existed prior to Charter School's occupancy of the Site, so long as such environmental conditions are not exacerbated by Charter School's negligence or willful misconduct.
- 4.3. ADA and FEHA. The District shall remain responsible for compliance with the Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), and other applicable building code standards for any existing compliance issue prior to the date of the execution of this Agreement and any issue not triggered by modifications or improvements made by Charter School. Charter School shall only assume responsibility for compliance with ADA or FEHA access rights to the extent they pertain to improvements made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

- 5. <u>Term.</u> The term of this Agreement shall be from July 1, 2023, to June 30, 202\$ ("Term"), unless earlier terminated as provided herein. This Agreement shall terminate concurrent with the terms of the charter renewal.
- 6. <u>Dispute Resolution</u>. The Parties agree to attempt to resolve all disputes regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures identified in the Charter School's charter. Notwithstanding the foregoing, those disputes that may result in revocation of the Charter School's charter, pursuant to Education Code section 47607, are not required to go through the dispute resolution process.

7. <u>Use</u>.

- 7.1. Public Charter School. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating California public charter schools and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies. In the event that Charter School wishes to use District Facilities for uses outside of the charter, the District reserves the right to assess fair rental charges, and prior written permission of the District must be obtained.
- 7.2. Criminal Background Review. Before Charter School permits an employee or volunteer to provide services on the premises, Charter School shall cause the employee's or volunteer's fingerprints to be submitted to the Department of Justice for the purpose of determining whether the employee or volunteer has been convicted of a violent or serious felony (See Penal Code Sections 667.S(c) and 192.7(c)) or any offense that would disqualify him or her from employment by a California public school district. Charter School shall not permit any employee or volunteer who would be so disqualified to provide services on the premises of the Facilities. At all times this Agreement is in effect, Charter School shall provide District with a current "security list" of all employees and volunteers who are providing services at the Facilities and certify that no person on the list has been convicted of a violent or serious felony.
- Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the facilities, or any of the contents of the facilities (unless the District gives its prior approval and the Charter School pay any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter School shall provide adequate and appropriate supervision for Charter School's students and employees using the facilities and will at all times staff its educational programs with a sufficient number of employees to supervise programs and activities in a safe manner and in accordance with all applicable laws and regulations.

7.4. Rights of the District. The Charter School shall not do or permit anything to be done in or about the facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities, Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

Charter School shall comply with all applicable laws and regulations including, but not limited to, those pertaining to occupancy and use of the Facilities, operation of educational programs and activities, and non-discrimination. Charter School shall not use the Facilities or permit anything to be done, which will create a hazardous condition, in or about the Facilities. Charter School shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, including the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Facilities, excluding structural changes not related to or affected by Charter School's improvements or acts. The judgment of any court of competent jurisdiction or the admission of liability in any action against Charter School, whether District is a party thereto or not, that Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the District and Charter School.

- 7.5. Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation.
- 7.6. Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seg.) in making use of the Facilities accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter School for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations.
- 7.7. <u>Alarms and Security.</u> Concerning fire and security alarm systems, parking facilities, athletic fields and facilities and technology wiring, the following conditions apply:
 - 7.7.1. The District has installed appropriate fire and security alarm systems. Ongoing maintenance of said systems is the responsibility of the District.

- 7.7.2. Designated parking facilities have been made available to Charter School.
- 7.7.3. The District has provided district-standard wiring to support technology at Charter School. The District will not provide any computer equipment.
- 7.7.4. Computer equipment is the sole responsibility of Charter School.

The Charter School shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Site. The Charter School agrees that in the event that any of Charter School's employees, directors, trustees, officers, agents, students, visitors, or contractors, trigger a false alarm at the Site, Charter School shall be responsible for costs incurred.

- 8. <u>Furnishings and Equipment.</u> The Charter School is responsible for any furnishings and equipment over and above those provided by the District. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter petitions.
- 9. (Signs etc covered in section 13)
- 10. <u>Utilities.</u> Charter School shall provide and pay for its utilities, including water, sewer, electricity, and gas. Charter School is solely responsible for all telephone services delivered to the Facilities. The installation of any telephone lines to the Facilities is subject to District's prior written approval. The Charter School shall comply with all District energy conservation policies regarding use of the Facilities, as amended from time to time.
- 11. Proposition 39/Conditions Reasonably Equivalent/Waiver.
 - 11.1. Charter School acknowledges by execution of the Agreement that the Facilities provided by the Agreement are "reasonably equivalent", as that term is defined by Proposition 39. Charter School agrees that this Agreement is a negotiated agreement, and that upon execution of this Agreement, all obligations of the District to the Charter School under Proposition 39 have been satisfied for the school years covered by the Term of this Agreement. Charter School waives its right to bring legal action for the Term of this Agreement based on any claims arising out of or relating to alleged compliance or noncompliance with Education Code section 47614 and the Proposition 39 regulations. This waiver does not extend to the obligations set forth in this Agreement.
 - 11.2. Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises, other than those set forth expressly herein.

- 12. <u>Services.</u> The District shall supply all regular janitorial services at the Facilities using District personnel, which services shall include, but not be limited to, the provision of regular cleaning of the entire Premises and restocking of supplies (e.g., paper goods, light bulbs etc.). Charter School is responsible for providing custodial supplies. The Charter School shall be responsible for performing routine and minor groundskeeping, such as grass clean-up, weeding, sweeping paved surfaces, and tasks of a similar nature. The District shall be responsible for major groundskeeping such as field mowing, tree and branch removal, repaving of surfaces, or repainting paved surfaces, and tasks of a similar nature.
- 13. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Charter School's sole cost.
- 14. Operations and Maintenance. The District shall be responsible for routine maintenance, minor repairs, deferred maintenance, major repairs, and all repairs to the roof, exterior surfaces, building structure, foundation, paved surfaces, and building systems such as including HVAC, plumbing, wiring, and data cabling. The Charter School shall comply with the District's policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent renovation is approved by the District. Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.
- 15. Alterations and Additions. Charter School shall not make alterations, additions, or improvements to the Facilities without obtaining the advance, written consent of District. Any alterations, additions, or improvements shall be made at Charter School's expense and shall remain on and be surrendered with the Facilities at the termination of this Agreement, unless otherwise specified by District. Any person entering the Charter School campus to make alterations, additions, or improvements for Charter School shall be subject to state law as well as District's policies and regulations regarding campus safety and security. As District deems appropriate Charter School may be required to maintain continuous direct supervision of all such persons while Charter School or District students are in session at Charter School.
 - 15.1. Except as may otherwise be agreed to by the Parties, any Improvements to the Facilities made by the Charter School shall be paid for by the Charter School and shall be contracted for and performed in accordance with all applicable building code standards, including Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act.
 - 15.2. The District may impose as a condition to the aforesaid consent to such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

- 15.3. Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities.
- 15.4. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.
- 16. Entry by District. The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(l). The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School's operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.
- 17. <u>Employees, Contractors and Independent Contractors.</u> The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the Facilities and protection of minor students.
- 18. Hazardous Materials -Environmental Representation and Liability Release. Charter School acknowledges that various materials utilized in the construction of the Facilities may contain materials that have been or may in the future be determined to be toxic, hazardous, or undesirable and may need to be specially treated, specially handled, and/or removed from the Facilities. Such substances may be above and below ground on the Facilities or may be present in soils, water, building components, or other portions of the Facilities in areas that may or may not be accessible or noticeable.
 - 18.1. Charter School shall use and operate the Facilities, at all times during the Term of this Agreement, under and in compliance with the laws of the State of California and in compliance with all applicable environmental legal requirements. For any contamination to Facilities due to Charter School's use, Charter School assumes full responsibility for the clean-up of such toxic, hazardous, or undesirable materials as required by current and future federal, state, and local laws and regulations.
 - 18.2. Charter School and District acknowledge that toxic wastes, hazardous materials, and undesirable substances' problems can be extremely costly to correct. Charter School acknowledges that District has limited funds available to correct problems that may arise due to hazardous materials. District acknowledges that Charter School has limited funds available to correct problems that may arise due to hazardous materials.
 - 18.3. Charter School therefore agrees that Charter School shall indemnify and defend and hold harmless District from any claim, liability, damage, cost or expense, including but not limited to court costs and attorneys' fees, arising out of or in any way related to toxic waste, hazardous material, and/or undesirable substance affecting the Facilities related to and/or caused by Charter School's use commencing after September 2000.

- 18.4. District therefore agrees that District shall indemnify and defend and hold harmless Charter School from any claim, liability, damage, cost or expense, including but not limited to court costs and attorneys' fees, arising out of or in any way related to toxic waste, hazardous material, and/or undesirable substance affecting the Facilities related to occurrences prior to Charter School's occupancy of the Facilities commencing September 2000.
- 19. Indemnity. To the fullest extent permitted by law, Charter School shall hold harmless, defend and indemnify District, its governing board, officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of the activities of Charter School or its governing board's invitees or guests in or about the Facilities, whether or not there is concurrent passive or active negligence on the part of the District, but excluding liability due to the negligence or willful misconduct of District. This obligation shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to Charter School or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

To the fullest extent permitted by law, District shall hold harmless, defend and indemnify Charter School, its governing board, officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of the activities of District or its governing board's invitees or guests in or about the Facilities, whether or not there is concurrent passive or active negligence on the part of the Charter School, but excluding liability due to the negligence or willful misconduct of Charter School. This obligation shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to District or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

- 20. Insurance. With respect to this Agreement, Charter School shall maintain insurance as described below.
 - 20.1. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$10,000,000 per occurrence and \$20,000,000 in the aggregate. Said insurance shall include, but not be limited to: Facilities and operations liability, independent contractor's liability, and personal injury liability.
 - 20.2. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:
 - 20.2.1. District, its Governing Board, officers, agents and employees are named as additional insureds for all liability arising out of the operations by or on behalf of the name insured in the performance of this Agreement.

- 20.2.2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of ore than one insured shall not operate to increase the limits of the company's liability.
- 20.2.3. The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss, except for the sole negligence of District.
- 20.2.4. Charter School will provide District with thirty (30) days prior written notice of cancellation or material amendment of any insurance policy required above and will provide notice within ten (10) business days if any policy is canceled or materially altered for reasons beyond the control of Charter School.
- 20.3. <u>Fire Insurance</u>. In the event of a loss, which is not due to the fault of either party (i.e. Act of God), each party shall carry adequate fire insurance on their respective property.
- 20.4. <u>Documentation.</u> The following documentation is submitted to District:
 - 20.4.1. Properly executed Certificate of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted on or before the execution of this Agreement.
 - 20.4.2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
 - 20.4.3. Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.
- 20.5. <u>Policy Obligations.</u> Charter School's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 20.6. <u>Material Breach.</u> If Charter School, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of Agreement.

21. Damage to or Destruction of School Site.

- 21.1. Cost. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.
- Partial Damage -Insured. If the Facilities are damaged by any casualty which is covered 21.2. under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School's programs that is displaced by the partial damage and/or the repair work of the same. If the Charter School in question secures alternative space then there shall be no diminution in the use payments during the period of the restoration.
- 21.3. Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

- 22. <u>Liens.</u> Charter School shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School. Notwithstanding anything stated herein to the contrary, if Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.
- 23. <u>Holding Over</u>. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall fulfill all of its obligations. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.
- 24. <u>Assignment and Subletting.</u> The Charter School may not assign its rights under this Agreement or sublet any portion of the Facilities without the prior written consent of the District. Any attempt to so assign the Agreement without consent shall be null and void. Charter School shall not enter into any agreement which purports to sublet the Facilities.
- 25. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.
- 26. <u>Smoking.</u> Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking areas.
- 27. <u>Default by a Charter School</u>. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by a Charter School:
 - 27.1. The failure by a Charter School to utilize the Facilities for the sole purpose of operating a charter school.
 - 27.2. The failure by a Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.
 - 27.3. The revocation or non-renewal of a Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.

In the event of any material default or breach by a Charter School, District may, but shall not be obligated to, terminate this Agreement and the Charter School's right to possession of the Facilities upon thirty (30)

days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. In the event of termination by the District by reason of Charter School's default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of that school year.

- 28. <u>Default by District.</u> District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may terminate this Agreement upon thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days or seek any other remedy at law or equity, unless the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.
- 29. Independent Status. Charter School is a separate legal entity. Charter School does not represent itself or its programs or activities as a District program or activity. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Bistrict and Charter School or, District and Charter School's employees and agents.

30. Miscellaneous.

- 30.1. <u>Waiver</u>. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by a Charter School shall not be deemed to be a waiver of any preceding default by the Charter School or District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.
- 30.2. <u>Marginal Headings</u>. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- 30.3. <u>Successors and Assigns.</u> The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.
- 30.4. <u>Amendment.</u> No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

- 30.5. <u>Construction.</u> Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
- 30.6. <u>Venue</u>. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sonoma.
- 30.7. <u>Applicable Law.</u> This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.
- 30.8. <u>Severability</u>. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- 31. Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the charter, replacing any conflicting terms therein. In the event of a conflict between the terms of the charter and any other agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.
- 32. <u>No Admission.</u> Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.
- 33. <u>Binding Obligation</u>. The Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.
 - 33.1. <u>Prior Agreements.</u> This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.
- 34. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties. The terms and conditions of this Agreement may be modified only by written agreement signed by the parties.
- 35. <u>Subject to Approval by Governing Board.</u> This Agreement shall become effective upon ratification by the District's Governing Board.

- 36. Property Taxes. Charter School is aware of the terms of Revenue and Taxation Code Section 107.6 (possessory interest tax). Pursuant to this Section, should this Agreement create a possessory interest as defined in Revenue and Taxation Code Section 107 and/or 107.4, such property interest may be subject to property taxation if created and Charter School may be subject to the payment of property taxes on such interest.
- 37. Attorneys' Fees. If any party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 38. Notices. As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when deposited in the United States mail in a sealed envelope or container, postage and charges prepaid, and addressed as follows:

Jeannette Rodriguez-Chien, Superintendent Sonoma Valley Unified School District 17850 Railroad Avenue Sonoma, California 95476

Catherine Stone, Interim Superintendent Sonoma Charter School 17202 Sonoma Highway Sonoma, California 95476

- 39. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.
- 40. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

SONOMA VALLEY UNIFIED SCHOOL DISTRICT

SONOMA CHARTER SCHOOL

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roved and ratified this 4 day of MA, 2024 by the Board of Education of the oma Valley Unified School District by the following vote:	
AYES:	5
NOES:	
Abstentions:	

