

**Journey School**  
*A California Public Charter School*

**Thursday, September 26, 2024**

**6:00 p.m.**

**REGULAR MEETING AGENDA**

NOTE: This meeting will be held in person on the Journey School campus and will be live streamed via Zoom. Members of the public are welcome to attend in person or online. Join Zoom Meeting:  
<https://us06web.zoom.us/j/86025029240?pwd=3Ww1qZ3nZAbuPqWnIC6wnsvu9uqK8j.1>

Meeting ID: 860 2502 9240 Passcode: 92629  
One tap mobile +16694449171,,86025029240#,,,,\*92629# US

**BOARD MEMBERS:**

*Amy Capelle, Council President*  
*Melissa Dahlin, Council Vice President*  
*Margaret Moodian, Council Secretary*  
*Michael Allbee, Board Treasurer*  
*Jeannie Lee, Board Member*

**ADVISORY POSITIONS:**

*Cassie Kawling, Parent Cabinet Advisor*  
*Faculty Advisor, TBD*

**INSTRUCTIONS FOR PRESENTATIONS TO THE COUNCIL BY PARENTS AND CITIZENS**

*Journey School welcomes your participation at the school's Council meetings. The purpose of a public meeting of the Council is to conduct the affairs of Journey School in public. We are pleased that you are in attendance. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:*

- 1. Agendas are available to audience members during the meeting and on the school website.*
- 2. "Request to Speak" cards are available for all audience members who wish to speak prior to an agenda item or under the general category of "Public Comment." "Public Comment" time is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Council can only listen to your issue, not discuss your issue, respond in substance or take action. These presentations are limited to five (5) minutes (ten (10) minutes if a translator is needed) and total time allotted to non-agenda items will not exceed thirty (30) minutes. The Council may give direction to staff to respond to your concern.*
- 3. With regard to items that are on the agenda, you may specify that agenda item on your "Request to Speak" card and submit the card prior to an agenda item. The public comment period precedes presentations on that agenda item by staff and/or school committees, Council discussion, and deliberation. You will be given an opportunity to speak for up to five (5) minutes (ten (10) minutes if a translator is needed).*

**Journey School**  
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4. *When addressing the Council, speakers are requested to state their name and adhere to the time limits set forth.*
5. *Audience members attending a meeting virtually are required to follow the guidelines specified in points 1 through 4 with the following exception noted: In lieu of a “Request to Speak” card, an audience member may utilize the chat function to indicate their name and a request to speak under the general category of “Public Comment” or at a specific agenda item. All other comments, questions, and dialogue entered into the chat will not be entered into public record and will not be responded to/addressed.*

**Notices:** *Journey does not discriminate on the basis of disability in the admission or access to, or treatment in employment in its programs or activities. Please notify the office at (949) 448-7232 twenty-four (24) hours prior to the date of the meeting for disability accommodations necessary in order to participate. Per California Government Code section 54957.5(b), Journey shall make materials that are part of the regular agenda packet available in the office and/or on the school’s website [www.journeyschool.net](http://www.journeyschool.net), without delay and at the same time, they are distributed to the Council.*

	<b>AGENDA ITEM</b>	<b>SPONSOR</b>	<b>EST. TIME</b>
1	<b>Call to Order and Roll Call</b>	Amy Capelle	6:00
2	<b>Inspirational Passage</b>	Jeannie Lee	6:05
3	<b>Approval of Agenda*</b>  <b>NOTE: The order of the agenda may be changed without prior notice to the public.</b>	Amy Capelle	6:10
4	<b>PUBLIC COMMENT: Members of the public may contribute public comment via Zoom teleconference. Reminder: See policy above for time guidelines.</b>	Amy Capelle	6:15
5	<b>CONSENT AGENDA ITEMS: Items on Consent Agenda may be approved with one motion and vote for all but without discussion. If an item is to be discussed, it is removed from the Consent Agenda and moved to an Action Item immediately following the Consent Items.</b>  A. <b>Approval of Minutes*:</b> Minutes from regular meeting of August 22, 2024  B. <b>MOU with Concordia University*:</b> Ratification of agreement to serve as a school site for counselors seeking fieldwork hours.  C. <b>Revised Oversight Assurances for Charter (CUSD)*:</b> Ratification of revisions to charter oversight assurances with CUSD. Changes are required due to the new special education SELPA and arrangement.	Gavin Keller	6:30
6	<b>INFORMATION ITEMS: Reports</b>  A. <b>Faculty Update:</b> Update on Faculty activities.  B. <b>Parent Cabinet Update:</b> Update on Parent Cabinet activities	TBD  Cassie Kawling	6:35

**Journey School**  
A California Public Charter School

	<p>C. <b>Administrative Update:</b> Report from School Director and Education Director including updates on school events, first weeks of school, Parent Advisory Council formation, enrollment, Special Education, Little Acorns programming, Alliance for Public Waldorf Education accreditation etc.</p> <p>D. <b>Financial Update*:</b> Report on budget updates for 2024-2025 school year.</p>	<p>Gavin Keller/ Shelley Kelley</p> <p>Larry Tamayo</p>	
7	<p><b>SCHOOL OPERATIONS: Discussion/Action</b></p> <p>A. <b>Updates to Staffing Plan 2024-25*:</b> Review and approval of updates to Staffing Plan which includes a new contract with BrightStar Care for special education purposes and assistance with school nurse coverage.</p> <p>B. <b>Amendment to Facilities Use Agreement with CUSD*:</b> Ratification of Facilities use Agreement with CUSD.</p> <p>C. <b>Arts, Music, Instructional Materials Block Grant*:</b> Discussion and approval of plan for expenditure of funds received.</p>	Gavin Keller	7:15
8	<p><b>BOARD DEVELOPMENT and OVERSIGHT (Discussion/Action):</b></p> <p>A. <b>Board Strategic Planning:</b> Create agenda and prep materials needed ahead of November’s strategic planning session.</p> <p>B. <b>Schedule of Meetings*:</b> Review &amp; discuss schedule of regular meetings</p> <p>C. <b>Annual Brown Act Training*:</b> Review and discussion of Brown Act - Prior to the board meeting, please review the slides and webinar at this site <a href="https://www.ca-ilq.org/webinar/brown-act">https://www.ca-ilq.org/webinar/brown-act</a>.</p>	Amy Capelle	7:45
9	<p><b>CLOSED SESSION:</b> The meeting will now convene to closed session to discuss the matter described below:</p> <p>1. <b>Pursuant to Government Code 54957.6 - Executive Director Compensation</b></p>	Amy Capelle	8:15
10	<b>Adjournment</b>	Amy Capelle	9:00

**Agenda publicly posted on the school website at [www.journeyschool.net](http://www.journeyschool.net) on September 23, 2024.**

**\*Items that are expected to have back up materials provided prior to or at the meeting are indicated with an asterisk. Other items may also have back up materials provided.**

**Journey School**  
**A California Public Charter School**

**Thursday, August 22, 2024**

**6:00 p.m.**

**REGULAR MEETING MINUTES - DRAFT**

NOTE: This meeting will be held in person on the Journey School campus and will be live streamed via Zoom. Members of the public are welcome to attend in person or online. Join Zoom Meeting:

<https://us06web.zoom.us/j/86025029240?pwd=3Ww1qZ3nZAbuPqWnIC6wnsvu9uqK8j.1>

Meeting ID: 860 2502 9240 Passcode: 92629

One tap mobile +16694449171,,86025029240#,,,,\*92629# US

**BOARD MEMBERS:**

Amy Capelle, Council President - **Present**

Michael Allbee, Council Treasurer **Present**

Jeannie Lee, Council Secretary **Present**

Melissa Dahlin, Board Member **Present**

Margaret Moodian, Board Member **Present**

**ADVISORY POSITIONS:**

Cassie Kawling, Parent Cabinet Advisor **Present**

Faculty Advisor, TBD **Not Present**

**INSTRUCTIONS FOR PRESENTATIONS TO THE COUNCIL BY PARENTS AND CITIZENS**

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3. *With regard to items that are on the agenda, you may specify that agenda item on your “Request to Speak” card and submit the card prior to an agenda item. The public comment period precedes presentations on that agenda item by staff and/or school committees, Council discussion, and deliberation. You will be given an opportunity to speak for up to five (5) minutes (ten (10) minutes if a translator is needed).*



**Journey School**  
**A California Public Charter School**

4. *When addressing the Council, speakers are requested to state their name and adhere to the time limits set forth.*
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	<b>AGENDA ITEM</b>	<b>SPONSOR</b>	<b>EST. TIME</b>
1	<p><b>Call to Order</b></p> <p><i>Meeting was called to order at 6:10</i></p>	Amy Capelle	6:00
2	<p><b>Inspirational Passage</b></p> <p><i>Margaret Moodian read two quotes, one from Jane Goodall and one from Louisa May Alcott</i></p>	Margaret Moodian	6:05
3	<p><b>Approval of Agenda*</b></p> <p><i>NOTE: The order of the agenda may be changed without prior notice to the public.</i></p> <p><i>The agenda was revised to remove item 5F, ConApp which was previously approved in June 2024 and there are no changes. Secondly, there are no changes/updates to the master agreement, item 7A. That agenda item will solely focus on the Independent Study Policy. Margaret Moodian made a motion to approve the agenda as revised, the motion was seconded by Melissa Dahlin, and all Council Members approved.</i></p>	Amy Capelle	6:10
4	<p><b>PUBLIC COMMENT: Members of the public may contribute public comment.</b></p> <p><i>Reminder: See policy above for time guidelines.</i></p> <p><i>No members of the public contributed to public comment.</i></p>	Amy Capelle	6:15
5	<p><b>CONSENT AGENDA ITEMS: Items on Consent Agenda may be approved with one motion and vote for all but without discussion. If an item is to be discussed, it is removed from the Consent Agenda and moved to an Action Item immediately following the Consent Items.</b></p> <p>A. <b>Approval of Minutes*:</b> <i>Minutes from regular meeting of June 25, 2024.</i></p>	Gavin Keller	6:30

**Journey School**  
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	<p>B. <b>Earthroots Contract*</b>: Renewal of contract with Earthroots for 24-25 school year for EcoLiteracy program</p> <p>C. <b>Recurring Expenses*</b>: Approval of list of recurring vendors for payment in 2024-25 in accordance with fiscal policies.</p> <p>D. <b>CUSD Food Services Contract*</b>: Ratification of contract with CUSD for 2024-25 school year.</p> <p>E. <b>Limited Use Agreement with AVCA for park space*</b>: Ratification of agreement to use Aliso Viejo community spaces</p> <p><del>F. <b>Consolidated Application*</b>: Ratification of Con App and application for Title funding for 24-25.</del></p> <p>G. <b>2023-2024 Education Protection Account*</b>: Ratification of 2023-2024 EPA Expenditure Report</p> <p>H. <b>Instructional Minutes*</b>: Adjustment to bell schedule to adjust timing of breaks/classes. Start and end time remains the same and total instructional minutes through the year remains compliant with State requirements.</p> <p>I. <b>Title IX policy</b>: Ratification of Title IX policy, YM&amp;C suggested new verbiage/document to match current legislation and requirements, this will replace the existing Title IX policy.</p> <p>J. <b>Harassment, Intimidation, Discrimination, and Bullying Policy</b>: Ratification of policy, YM&amp;C suggested new verbiage/document to match current legislation and requirements, this will replace the existing policy.</p> <p>Michael Allbee made a motion to approve the consent agenda items, the motion was seconded by Margaret Moodian, and all Council Members approved.</p>		
6at	<p><b>INFORMATION ITEMS: Reports</b></p> <p>A. <b>Faculty Update</b>: Update on Faculty activities.</p> <p>Gavin and Jeannie provided a brief update. Teacher contract begins on Monday, August 26<sup>th</sup>. Faculty are excited about the upcoming year!</p> <p>B. <b>Parent Cabinet Update</b>: Update on Parent Cabinet activities</p> <p>Cassie Kawling shared that auction plans are already underway for 2026. Cassie shared that the 8<sup>th</sup> grade trip at the end of the</p>	<p>TBD</p> <p>Cassie Kawling</p> <p>Gavin Keller</p> <p>Larry Tamayo</p>	6:35

***Journey School***  
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	<p>2023-2024 school year was a profound experience for her daughter, she was deeply moved by Journey and the many experiences provided by the program.</p> <p>C. <b><i>Administrative Update: Report from School Director, including summer projects, Facilities Use Agreement with CUSD, ELOP summer programming, staff professional development over summer, adjusted schedule rotation for middle school, and start of school activities.</i></b></p> <p>A lot of projects have been completed around campus and yet there is more to do before Sept 4 (first day of school). The team has created a TK classroom, a handwork center using a storage container, rebuilt the hearth space, and created an outdoor art center/classroom.</p> <p>Conversations have begun around a facilities use agreement with CUSD, which expires June 2025. District leadership is not open to a long term lease, land lease, at this time. The District is open to extending the current FUA to match the term of our charter and so extending to June 2028 – same terms.</p> <p>ELOP summer programming for Kindergarten and for grades 1-8 was very successful. This was a 6 week program, daily from 8-5pm. 80-120 attendees depending on the day/week. Students participate in academics, arts, sports, social activities, puzzles, water fun and nature activities.</p> <p>Staff Professional Development over summer was busy! We ran our own “art of teaching” for faculty and it was a great success, a lot of positive feedback from teachers and we feel we can market this to other schools confidently moving forward. This was a cost savings for the school as well. All teachers in grades 1-3 and the IS team attended Orton Gillingham training at the IMSE (Institute Multisensory Education). This was an in-depth training over several weeks focused on teaching reading. Amanda Simmons, who is our IS director and also our Student Study Team leader, attended MTSS (Multi Tiered System of Supports) training at the Anaheim convention center. Gavin attended a 4 day leadership conference in Long Beach, organized by El Dorado Charter SELPA.</p> <p>Along with PEDCO, administration adjusted the middle school schedule so that classes will attend main lesson together, core classes will continue to be differentiated/leveled, and then 7/8 graders will rotate as different cohorts through specialty classes. Those cohorts will initially be formed by music elective selection, but will move through games, farming/Spanish, music, handwork, woodwork, etc.</p>		
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<p>Upcoming Calendar</p> <ul style="list-style-type: none"><li>-Work Day scheduled for August 25<sup>th</sup></li><li>-Teacher in-service begins Monday August 26<sup>th</sup></li><li>-School starts Sept 4<sup>th</sup></li><li>-Back to School Night for K and middle school on Sept 11<sup>th</sup> at 5pm</li><li>-Back to School Night for grades 1-5 on Sept 18<sup>th</sup> at 5pm</li></ul> <p>Gavin encouraged the board to speak at both events and to reach out to him if interested.</p> <p style="padding-left: 40px;">D. <b><i>Financial Update*</i></b>: <i>Report on 2023-2024 year end close of financial statements, plus any budget updates for 2024-2025 school year.</i></p> <p>Larry reviewed the 23-24 budget year end budget. These were unaudited numbers and are subject to change. Attendance was very strong, 93.9% through Month 10. Enrollment remained high at 585 through Month 10. Reviewed budget updates 24-25. Journey School had a net income of \$94,314 in FY23-24 compared to \$30,334 in the board- approved budget. This is \$63,980 more than the board-approved budget. As of June 30, the school's cash balance was \$2,817,148. As of June 30, 2024, the Accounts Receivable balance was \$835,276. The balance consists of the following: LCFF - \$371,012, Lottery - \$41,953, and the Employee Retention Credit - \$368,584. As of June 30, 2024, the Accounts Payable balance, including payroll liabilities, totaled \$544,620.</p> <p>On June 22, 2024 the Legislature and Governor announced agreement on a final package of Budget Legislation for the 2024-25 fiscal year. The package of budget bills passed the Legislature and has been signed into law by the Governor. K-12 Education Highlights: The budget largely protects schools from any operational cuts. It provides a cost-of-living adjustment (COLA) of 1.07 percent for various programs, including the Local Control Funding Formula (LCFF), Special Education, Child Nutrition, the SB 740 Charter School Facility Grant Program, K-12 Mandate Block Grant, and other programs, as included in May Revision. LCFF per-pupil rates should be the same as reported at May Revision.</p> <p>K-12 Reserves: The budget reduces the projected Proposition 98 "Rainy Day" fund, the Public School System Stabilization Account, to \$1.1 B through the 2024-25 budget year and includes a \$8.4 B in one-time withdrawals to support 2023-24 school expenditures, consistent with the enacted budget. Depleting the reserve to only \$1.1 B will reduce the potential for a safety net in the future. However, we note that the May Revision proposal would have completely depleted this reserve.</p> <p>School Apportionment Deferrals: A smaller deferral of \$245.6 million (M) is scheduled from June 2025 to be paid in July of 2025.</p>		
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7	<p><b>SCHOOL OPERATIONS: Discussion/Action</b></p> <p>A. <b>Independent Study Policy <del>and Master Agreement</del>:</b> Review of changes and updates to the Independent Study Policy and Master Agreement.</p> <p>Gavin Keller reviewed changes and updates to the independent study policy based on legislative change. There was one small revision to increase the number of days a student can be placed in temporary independent study from 14 to 15 days in a given school year. Melissa Dahlin made the motion to approve the Independent Study policy as revised, Michael Allbee seconded the motion, all Council members were in favor.</p> <p>B. <b>Proposition 28 Arts and Music School Funding Annual Report:</b> Revision of 2023-2024 annual report previously approved by the board.</p> <p>Gavin Keller reviewed the Prop 28 Annual Report - This annual report came to the board in June and was previously approved, however revisions are needed. The State provided more guidance as to expenses that are eligible and unfortunately using these funds towards the storage container would not be permitted given these guidelines. Previously it was understood that 80% of the fund be used towards salary to create new programming and 20% of prop 28 funds could be used towards materials, supplies, facility enhancement, again for new programming. The recent guidance adjusts this to 20% of the actual expenditures on salaries may be used towards materials. We had zero expenditures on salaries last year to create new arts programming and so an expenditure on materials, supplies, equipment, etc cannot be approved. The expenditure report is revised to indicate zero dollars for the 23-24 school year. The report will be reported to the State accordingly and there is still time to make changes. <i>Melissa Dahlin made a motion to approve the revised Prop 28 Annual Report, Jeannie Lee seconded the motion, all Council members were in favor.</i></p> <p>C. <b>Staffing Plan 2024-25*:</b> Updates to Staffing Plan needed for the start of school</p> <p>Gavin Keller reviewed the staffing plan, including recent hires and vacancies that the school is still seeking to fill. Michael Allbee made a motion to approve the staffing plan, Melissa Dahlin seconded the motion, all Council members in favor.</p>	Gavin Keller	7:15
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	<p><b>D. <i>Employee Handbook: Review of changes and updates to the Employee Handbook.</i></b></p> <p>Gavin Keller reviewed updates to the handbook, two main changes. First to incorporate the WVPP that was approved in June as an Exhibit to the handbook and strike existing language. Second, adjust paid time off for the various terms of contracts. Previously, the handbook took into account just 10 and 12 month contracts and doesn't account for 11 month contracts. Language was also added for our Education Specialists/interventionists. The Council asked why vacation leave was inserted for Personal leave. Gavin explained that personal leave and sick leave are interchangeable and so having both in the previous handbook was confusing and duplicitous. It is the recommendation of legal counsel to adjust personal leave to vacation leave. The Council suggested a thorough review to ensure that all references to personal be removed, there were still some left in the handbook that were not changed to vacation leave. Michael Allbee made a motion to approve the Employee Handbook as revised, Margaret Moodian seconded the motion, all Council members were in favor.</p> <p><b>E. <i>Expanded Learning Opportunities Program Plan: Review of plan last approved in 2022, approval required once every 3 years.</i></b></p> <p>The ELOP plan was last approved in May of 2022, and updates/approval are required every 3 years. Gavin Keller reviewed the plan, adjusting language for Little Acorns, now that Journey School will be running the program directly and detailed programming that is provided by Strategic Kids and Little Acorns during the 175 day school year and the 6 week summer program funded by ELOP. Margaret Moodian asked for details regarding diversity efforts and Gavin shared that those efforts are a priority of the program, including literature, story, experiences and staff involvement are rich and diverse. This opens windows and mirrors for students with diverse backgrounds to feel seen and heard. Amy Capelle suggested that ELOP funds be used to help students who are struggling academically. Gavin discussed plans for providing tutoring should there be ELOP funds remaining after summer programming and aftercare provided to unduplicated students.</p> <p><i>Jeannie Lee made a motion to approve the ELOP plan, the motion was seconded by Melissa Dahlin, all Council members approved.</i></p> <p><b>F. <i>Executive Director Review Cycle: Presentation and discussion of goals for the 2024-2025 school year</i></b></p> <p>Gavin Keller reviewed three goals for the school and administration this coming school year. There was no action taken as this was an information-only item.</p>		
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8	<p><b>BOARD DEVELOPMENT and OVERSIGHT (Discussion/Action):</b></p> <p>A. <b>Board Roster &amp; Calendar of Meetings*</b></p> <p>The board reviewed the calendar of meetings and adjusted the board retreat in November from 11/13 to 11/20 at 2pm. The board reviewed the board roster and approved the changes to officers. The board discussed upcoming vacancies and expiring terms and indicated a need to grow the board.</p> <p>Margaret Moodian made a motion to approve the calendar and board roster, Melissa Dahlin seconded the motion, all council members were in favor.</p>	Amy Capelle	7:45
9	<p><b>CLOSED SESSION:</b> The meeting will now convene to closed session to discuss the matter described below:</p> <p>1. <b>Pursuant to Government Code §54953: Public Employee Compensation, Title: School Executive Director</b></p>	Amy Capelle	8:00
10	<p><b>Adjournment</b></p>	Amy Capelle	8:45

*Agenda publicly posted on the school website at [www.journeyschool.net](http://www.journeyschool.net) on August 19, 2024.*

*\*Items that are expected to have back up materials provided prior to or at the meeting are indicated with an asterisk. Other items may also have back up materials provided.*





**MEMORANDUM OF UNDERSTANDING**

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Journey School (“District”) located in Aliso Viejo, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

**WITNESSETH**

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, the University operates fully accredited educational programs for its students; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University’s students at the District’s facilities.

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

**GENERAL TERMS AND CONDITIONS**

1. **Term.** The term of this agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_. **(Five year agreement – May be renewed with consent of both parties)**
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

### **3. Insurance.**

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

**4. Employment Status of Students.** Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated

expenses related to their field experience, the students do not thereby become employees of the District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

**5. Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's

students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

**9. Indemnification.** Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

**10. Scope of Work.**

**SCHOOL COUNSELING/PSYCHOLOGY PRACTICUM**

“Practicum” as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor/Psychologist.

For School Counseling students, it is the expectation that students are required to meet one-on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor/psychologist. Settings for School Counselors/Psychologists should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

### **SCHOOL COUNSELING/SCHOOL PSYCHOLOGY FIELDWORK**

"Fieldwork" as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling or School Psychology and implement the student's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling/School Psychology site supervisors must have a current PPS credential with an authorization in school counseling/school psychology and a minimum of three years full-time experience as a school counselor or school psychologist. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the

University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

### **SCHOOL COUNSELING/SCHOOL PSYCHOLOGY INTERN**

The Intern School Counselor or Psychologist is approved to assume the functions

authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or Intern School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or Intern School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or Intern School Psychologist will



remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or Intern School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

## **11. General Provisions.**

a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

By: \_\_\_\_\_

Name: Rev. Dr. Scott Ashmon

Title: Senior Vice President and Provost

Date: \_\_\_\_\_

DISTRICT

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Concordia University Irvine

Attn: Dr. Charlie Rodrigues

1530 Concordia West

Irvine, CA 92612

Copy to:

General Counsel ([ronald.vanblarcom@cui.edu](mailto:ronald.vanblarcom@cui.edu))

MOU Coordinator ([charlie.rodrigues@cui.edu](mailto:charlie.rodrigues@cui.edu))

Address: \_\_\_\_\_



# CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675  
TELEPHONE: (949) 234-9200/FAX: 496-7681 [www.capousd.org](http://www.capousd.org)

Exhibit 1: 2024-2025

## BOARD OF TRUSTEES

KRISTA CASTELLANOS  
PRESIDENT

MICHAEL PARHAM  
VICE PRESIDENT

AMY HANACEK  
CLERK

JUDY BULLOCKUS

LISA DAVIS

GILA JONES

GARY PRITCHARD, PH.D.

**SUPERINTENDENT**  
CHRISTOPHER BROWN ED.D.

## OVERSIGHT ASSURANCES

**Charter School:** Journey School

### Operations & Governance

**The school materially complies with applicable federal and state laws, rules, regulations, and provisions of the charter petition and relating to education requirements, including but not limited to:**

- adhering to assurances in the charter petition;
- following education program requirements enumerated in Education Code §47605 (c)(5)(A);
- adhering to minimum instructional minutes and days, as required by grade;
- maintaining records according to retention and privacy policies, particularly student records;
- adhering to graduation requirements as written in the charter petition or maintaining a policy if not defined in the charter petition, if applicable based on the grade levels offered;
- adhering to Statewide educational standards and administration of required State assessments, except as otherwise provided in the charter petition; and
- remaining compliant with federal funding monitoring requirements.

**As a public school, the LEA assures compliance with applicable laws, rules, regulations, and provisions of the charter petition relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:**

- providing equitable access and opportunity to enroll and remain enrolled;
- referring and assessment of students believed to require special education and related services;
- remaining compliant with timelines related to special education, including legal requirements for scheduling and conducting IEPs and interim IEPs;
- providing services as required by a student's IEP;

SERVING THE COMMUNITIES OF:

ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO  
RANCHO MISSION VIEJO • RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

- following the process for determining a student’s eligibility for services under Section 504 of the Rehabilitation Act of 1973;
- ensuring equitable discipline, including due process protections, manifestation determinations, and behavioral intervention plans; and
- ~~referring and assisting the Capistrano Unified School District (“District”) in the assessment of students believed to require special education and related services, as necessary and/or appropriate;~~
- ~~working in conjunction with the District to remain compliant with timelines related to special education, including legal requirements for scheduling and conducting IEPs and interim IEPs, as necessary and/or appropriate;~~
- ~~working in coordination with the District to provide services required by a student’s IEP, as necessary and/or appropriate;~~
- ~~assisting and supporting the District in following the process for determining a student’s eligibility for services under Section 504 of the Rehabilitation Act of 1973, as necessary and/or appropriate; and~~
- ~~working in coordination with the District to ensure equitable discipline, including due process protections, manifestation determinations, and behavioral intervention plans, as necessary and/or appropriate.~~

**As a public school, the LEA assures compliance with applicable laws, rules, regulations, and provisions of the charter petition relating to the treatment of unduplicated student groups, including but not limited to:**

- providing equitable access and opportunity to enroll;
- developing data-driven processes to monitor academic progress and measure the success of educational programs of unduplicated student groups, including state and local assessment data;
- designing a program for English learners that is based on sound educational theory and ensures students increase by at least one EL proficiency level on the annual language assessment until reclassified; and
- maintaining appropriately assigned and credentialed staff.

**The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to the rights of students, including but not limited to:**

- maintaining policies and practices designed to protect the rights of students in relation to admissions, waiting lists, fair and open recruitment, and enrollment;
- ensuring due process protections, privacy, civil rights, and student liberties are upheld by the school;

- maintaining discipline policy and hearing practices for suspension and expulsion; and
- maintaining policies and practices for the involuntary removal of a student per 47605(c)(5)(J)(iii).

**The charter school materially complies with legal responsibilities related to the health and safety of students and staff, including but not limited to:**

- maintaining policies and practices, safety procedures, and a crisis plan to deal with violence and threats of violence as well as bullying;
- conducting legally required criminal background checks on potential employees, contractors, and volunteers;
- documenting tuberculosis test results for all employees; reviewing and updating the comprehensive health, safety, and disaster preparedness and emergency plan for students and employees for all topics listed in Education Code §32282 and 47605 by March 1 annually; and conducting training and emergency drills.

**The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU related to school personnel, including but not limited to:**

- ensuring personnel policies cover issues such as sick leave, personal necessity leave, and overtime; and
- ensuring all teachers have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code §44339, 44340, and 44341.

**The charter school materially complies with applicable laws, rules, regulations, and provisions of the charter petition/MOU relating to safety and health-related services, including but not limited to:**

- ensuring appropriate nursing services and dispensing of pharmaceuticals; ensuring food service requirements or contracting with the District for such services in which case the District is responsible for ensuring compliance with such applicable food service requirements; and providing other services as applicable.

By signing below, I agree that my charter school complies with each item above. If the school is not in full compliance, please note any areas for corrective action in the upcoming school year.

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Signature Charter School Administrator

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Date

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Printed Name and Title

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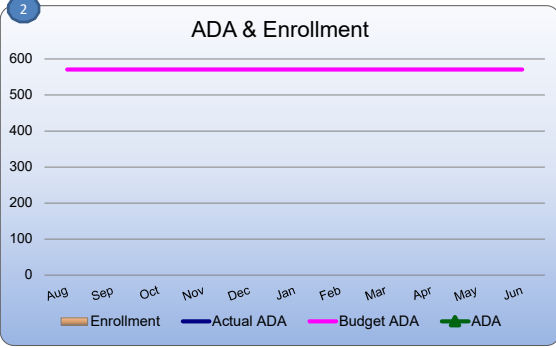
Date

# JOURNEY SCHOOL - Financial Dashboard (August 2024)

**1 Key Performance Indicators**

ADA vs. Budget ● Cash on Hand ●

Net Income / (Loss) ● Year-End Cash ●



## State Budget Update

### Per School Services of CA: LCAP to Include LREBG Funds

On September 11, 2024, the meeting of the State Board of Education (SBE) included a discussion regarding how best to incorporate changes to the Local Control and Accountability Plan (LCAP) to include the use of Learning Recovery Emergency Block Grant (LREBG) funds.

LEAs must develop a needs assessment for the use and expenditure of LREBG funds during this time period, and the expenditures must be included in the 2025-26 through 2027-28 LCAPs. In the needs assessment, an LEA must identify students in the greatest need of learning recovery supports based on a review of English language arts and mathematics assessments as well as chronic absenteeism. However, the allowable uses for LREBG funds are largely unchanged, although most of the expenditures must now be evidence-based. LREBG funds also may now be used for professional development on the mathematics and English language arts/English language development frameworks as well as for conducting the needs assessment.

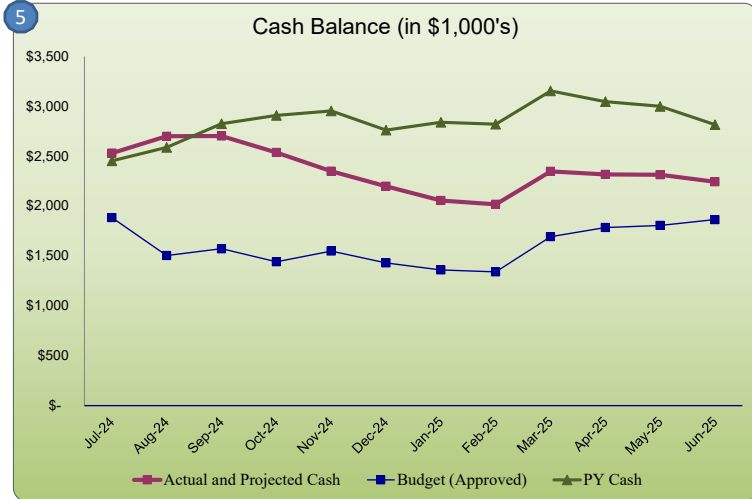
The CDE will release an updated draft of the LCAP template instructions that reflects the SBE feedback, and the SBE is expected to formally adopt the new LCAP template instructions at its November 2024 meeting.

**3 Attendance Analysis**

	Actual through Month 0	Forecasted P2	Budgeted P2	Budget Variance B/(W)	FY 23-24	FY 22-23
Enrollment		613	613	0	587	571
Attendance %		93.1%	93.1%	0.0%	93.3%	92.1%
Avg Daily Attendance (ADA)		570.84	570.84	0.00	549.71	533.24

**4 Income Statement**

	Actual through 08/31/24	Forecast as of 08/31/24	FY 24-25 Budget	Budget Variance B/(W)	FY 23-24	FY 22-23
Local Control Funding Formula	428,880	6,553,021	6,553,021	0	6,138,343	5,503,044
Federal Revenue	-	146,243	145,815	428	148,993	127,380
State Revenue	862,619	965,382	866,698	98,684	505,447	979,037
Other Local Revenue	19,123	769,981	687,715	82,266	85,124	47,713
Grants/Fundraising	7,934	255,000	255,000	0	243,600	293,886
<b>TOTAL REVENUE</b>	<b>1,318,556</b>	<b>8,689,627</b>	<b>8,508,248</b>	<b>181,378</b>	<b>7,121,507</b>	<b>6,951,059</b>
<i>Total per ADA</i>		15,223	14,905	318	12,955	13,036
<i>w/o Grants/Fundraising</i>		14,776	14,458	318	12,512	12,484
Certificated Salaries	254,944	3,158,896	3,131,581	(27,315)	2,358,174	2,091,898
Classified Salaries	94,868	1,413,369	1,354,562	(58,807)	1,267,994	1,161,891
Benefits	219,188	1,731,477	1,714,319	(17,158)	1,257,924	1,230,170
Student Supplies	52,946	284,967	283,950	(1,017)	259,102	395,837
Operating Expenses	317,817	1,950,725	1,834,454	(116,270)	1,776,809	1,619,604
Other	21,536	129,006	128,615	(391)	107,190	26,002
<b>TOTAL EXPENSES</b>	<b>961,300</b>	<b>8,668,440</b>	<b>8,447,481</b>	<b>(220,959)</b>	<b>7,027,193</b>	<b>6,525,402</b>
<i>Total per ADA</i>		15,185	14,798	(387)	12,783	12,237
<b>NET INCOME / (LOSS)</b>	<b>357,256</b>	<b>21,186</b>	<b>60,767</b>	<b>(39,581)</b>	<b>94,314</b>	<b>425,657</b>
<b>OPERATING INCOME</b>	<b>378,792</b>	<b>150,192</b>	<b>189,382</b>	<b>(39,190)</b>	<b>201,504</b>	<b>451,659</b>



**Year-End Cash Balance**

Projected	Budget	Variance
2,243,663	1,864,867	378,796

**6 Balance Sheet**

	6/30/2024	8/31/2024	6/30/2025 FC
<b>Assets</b>			
Cash, Operating	2,817,148	2,700,535	2,243,663
Accounts Receivable	835,276	509,416	1,081,149
Due From Others	452	452	452
Other Assets	190,350	115,399	19,794
Net Fixed Assets	315,760	294,224	201,753
<b>Total Assets</b>	<b>4,158,986</b>	<b>3,620,027</b>	<b>3,546,812</b>
<b>Liabilities</b>			
A/P & Payroll	214,789	255,695	375,791
Due to Others	329,831	228,062	371,365
Deferred Revenue	835,353	0	0
Other Liabilities	2,615	2,615	2,615
Total Debt	0	0	0
<b>Total Liabilities</b>	<b>1,382,588</b>	<b>486,372</b>	<b>749,771</b>
<b>Equity</b>			
Beginning Fund Bal.	2,682,084	2,776,398	2,776,398
Net Income/(Loss)	94,314	357,256	21,186
<b>Total Equity</b>	<b>2,776,398</b>	<b>3,133,654</b>	<b>2,797,584</b>
<b>Total Liabilities &amp; Equity</b>	<b>4,158,986</b>	<b>3,620,027</b>	<b>3,547,356</b>

Days Cash on Hand	149	115	96
Cash Reserve %	40.7%	31.6%	26.3%





Actuals as of 8/31/2024

	ACTUAL		Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Accrual	FORECAST	Budget Variance
	Jul-24	Aug-24												Jul-24 - Jun-25	Better / (Worse)
<b>Income</b>															
<b>8011-8098 - Local Control Funding Formula Sources</b>															
8011 Local Control Funding Formula	61,314	61,314	103,475	103,475	103,475	103,475	103,475	135,454	135,454	135,454	135,454	135,454	-	1,317,273	(13,455)
8012 Education Protection Account	-	-	28,008	-	-	28,008	-	-	30,162	-	-	30,162	-	116,340	-
8019 Local Control Funding Formula - Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8096 In Lieu of Property Taxes	-	306,252	591,589	394,393	394,393	394,393	394,393	394,393	749,867	374,934	374,934	374,934	374,934	5,119,407	13,455
8098 In Lieu of Property Taxes, Prior Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total 8011-8098 - Local Control Funding Formula Sources</b>	<b>61,314</b>	<b>367,566</b>	<b>723,073</b>	<b>497,868</b>	<b>497,868</b>	<b>525,876</b>	<b>497,868</b>	<b>529,847</b>	<b>915,483</b>	<b>510,388</b>	<b>510,388</b>	<b>540,549</b>	<b>374,934</b>	<b>6,553,021</b>	-
<b>8100-8299 - Federal Revenue</b>															
8181 Special Education - Federal (IDEA)	-	-	-	-	-	-	-	-	-	-	-	-	95,009	95,009	-
8291 Title I	-	-	-	-	-	-	8,209	-	-	8,209	-	-	16,417	32,834	254
8292 Title II	-	-	-	-	-	-	2,100	-	-	2,100	-	-	-	8,400	174
8295 Title IV, SSAFE	-	-	-	-	-	-	2,500	-	-	2,500	-	-	5,000	10,000	-
8299 All Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total 8100-8299 - Federal Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,809</b>	<b>-</b>	<b>-</b>	<b>12,809</b>	<b>-</b>	<b>-</b>	<b>120,626</b>	<b>146,243</b>	428
<b>8300-8599 - Other State Revenue</b>															
8550 Mandate Block Grant	-	-	-	-	-	11,028	-	-	-	-	-	-	-	11,028	53
8560 Lottery Revenue	-	-	-	-	-	-	28,469	-	-	28,469	-	-	105,829	162,768	14,309
8587 State Grant Pass-Through	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8591 SB740	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8592 State Mental Health	2,283	2,283	4,157	4,157	4,157	4,157	4,157	4,157	4,157	4,157	4,157	4,157	53	46,192	0
8595 Expanded Learning Opportunity Program	144,243	7,713	16,557	16,557	16,557	16,557	16,557	16,557	16,557	16,557	16,557	16,557	(133,559)	183,969	-
8596 Prop 28 Arts & Music	77,127	3,637	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107	(78,422)	23,416	(50,349)
8599 State Revenue - Other	625,333	-	-	-	-	-	-	-	-	-	-	-	(87,325)	538,008	134,671
<b>Total 8300-8599 - Other State Income</b>	<b>848,986</b>	<b>13,633</b>	<b>22,822</b>	<b>22,822</b>	<b>22,822</b>	<b>33,850</b>	<b>51,291</b>	<b>22,822</b>	<b>22,822</b>	<b>51,291</b>	<b>22,822</b>	<b>22,822</b>	<b>(193,424)</b>	<b>965,382</b>	<b>98,684</b>
<b>8600-8799 - Other Local Revenue</b>															
8660 Interest & Dividend Income	1	1,580	4,842	4,842	4,842	4,842	4,842	4,842	4,842	4,842	4,842	4,842	-	50,000	0
8662 Net Increase (Decrease) in Fair Value of Investments	2,556	4,667	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	-	20,000	-
8682 Childcare & Enrichment Program Fees	-	-	16,092	18,103	16,092	20,115	19,109	18,103	14,080	15,086	20,115	18,103	-	175,000	67,000
8689 All Other Fees & Contracts	-	-	230	259	230	216	273	259	201	216	287	259	-	2,500	-
8692 Grants	-	-	-	-	-	-	-	13,126	-	965	57,909	-	-	72,000	-
8695 Contributions & Events	3,263	1,331	7,041	7,041	7,041	7,041	7,041	7,041	7,041	7,041	7,041	7,041	-	75,000	-
8696 Other Fundraising	85	3,255	10,466	10,466	10,466	10,466	10,466	10,466	10,466	10,466	10,466	10,466	-	108,000	(0)
8697 E-Rate	77	10,241	18	18	18	18	18	18	18	18	18	18	-	10,500	9,849
8699 All Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8792 Transfers of Apportionments - Special Education	-	-	-	-	-	-	-	102,396	102,396	102,396	102,396	102,396	-	511,981	5,417
<b>Total 8600-8799 - Other Income-Local</b>	<b>5,982</b>	<b>21,075</b>	<b>39,966</b>	<b>42,006</b>	<b>39,966</b>	<b>44,047</b>	<b>43,027</b>	<b>157,529</b>	<b>140,322</b>	<b>142,307</b>	<b>204,352</b>	<b>144,403</b>	<b>-</b>	<b>1,024,981</b>	82,266
<b>TOTAL INCOME</b>	<b>916,282</b>	<b>402,274</b>	<b>785,861</b>	<b>562,696</b>	<b>560,656</b>	<b>603,773</b>	<b>604,994</b>	<b>710,197</b>	<b>1,078,627</b>	<b>716,795</b>	<b>737,561</b>	<b>707,774</b>	<b>302,136</b>	<b>8,689,627</b>	181,378
<b>Expense</b>															
<b>Total 1000 - Certificated Salaries</b>	<b>35,528</b>	<b>219,416</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>290,395</b>	<b>-</b>	<b>3,158,896</b>	(27,315)
<b>Total 2000 - Classified Salaries</b>	<b>40,573</b>	<b>54,295</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>131,850</b>	<b>-</b>	<b>1,413,369</b>	(58,807)
<b>Total 1000-2000 - Salaries</b>	<b>76,101</b>	<b>273,712</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>422,245</b>	<b>-</b>	<b>4,572,265</b>	(86,122)
<b>3000 - Employee Benefits</b>															
3111 STRS - State Teachers Retirement System	6,906	42,843	58,389	58,389	58,389	58,389	58,389	58,389	58,389	58,389	58,389	58,389	-	633,642	7,032
3212 PERS - Public Employee Retirement System	9,845	12,552	35,665	35,665	35,665	35,665	35,665	35,665	35,665	35,665	35,665	35,665	-	379,052	(12,643)
3213 PARS - Public Agency Retirement System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3311 OASDI - Social Security	2,415	3,002	7,226	7,226	7,226	7,226	7,226	7,226	7,226	7,226	7,226	7,226	-	77,673	(7,500)
3331 MED - Medicare	1,089	3,954	6,123	6,123	6,123	6,123	6,123	6,123	6,123	6,123	6,123	6,123	-	66,269	(1,220)
3401 H&W - Health & Welfare	85,965	48,660	39,903	39,903	39,903	39,903	39,903	39,903	39,903	39,903	39,903	39,903	-	493,750	2,448
3501 SUJ - State Unemployment Insurance	38	136	211	211	211	211	211	211	211	211	211	211	-	2,285	(42)
3601 Workers' Compensation Insurance	242	1,541	5,835	5,835	5,835	5,835	5,835	5,835	5,835	5,835	5,835	5,835	-	48,461	(5,233)
3902 Other Benefits	-	-	-	-	-	-	-	-	-	-	-	30,345	-	30,345	-
<b>Total 3000 - Employee Benefits</b>	<b>106,500</b>	<b>112,688</b>	<b>153,352</b>	<b>153,352</b>	<b>153,352</b>	<b>153,352</b>	<b>153,352</b>	<b>153,352</b>	<b>153,352</b>	<b>153,352</b>	<b>147,517</b>	<b>137,959</b>	<b>-</b>	<b>1,731,477</b>	(17,158)
<b>Total 1000-3000 - Salaries &amp; Benefits</b>	<b>182,601</b>	<b>386,400</b>	<b>575,597</b>	<b>575,597</b>	<b>575,597</b>	<b>575,597</b>	<b>575,597</b>	<b>575,597</b>	<b>575,597</b>	<b>575,597</b>	<b>569,762</b>	<b>560,204</b>	<b>-</b>	<b>6,303,742</b>	(103,281)
<b>4000 - Supplies</b>															
4111 Core Curricula Materials	3,493	10,134	15,069	1,835	1,835	1,835	1,835	1,835	1,835	1,835	1,835	1,835	-	45,207	-
4211 Books & Other Reference Materials	-	-	2,347	521	521	521	521	521	521	521	521	521	-	7,040	-
4311 Student Materials	-	13,168	6,056	6,056	6,056	6,056	6,056	6,056	6,056	6,056	6,056	6,056	-	73,728	-
4351 Office Supplies	2,158	474	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	1,869	-	21,322	(129)
4371 Custodial Supplies	1,359	2,802	1,684	1,684	1,684	1,684	1,684	1,684	1,684	1,684	1,684	1,684	-	21,000	-

Actuals as of 8/31/2024

	ACTUAL		ACTUAL											FORECAST		Budget Variance Better / (Worse)
	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Accrual	Jul-24 - Jun-25		
4390 Other Supplies	-	-	15,451	6,116	6,116	6,116	6,116	6,116	6,116	6,116	6,116	6,116	-	71,871	(888)	
4411 Non Capitalized Equipment	3,777	14,208	14,933	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	1,320	-	44,800	-	
4711 Nutrition Program Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4713 CACFP Supper Food & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total 4000 - Supplies</b>	<b>10,990</b>	<b>41,956</b>	<b>57,408</b>	<b>19,401</b>	<b>19,401</b>	<b>19,401</b>	<b>19,401</b>	<b>19,401</b>	<b>19,401</b>	<b>19,401</b>	<b>19,401</b>	<b>19,401</b>	-	<b>284,967</b>	<b>(1,017)</b>	
<b>5000 - Operating Services</b>																
5211 Travel & Conferences	1,404	1,279	2,327	2,327	2,327	2,327	2,327	2,327	2,327	2,327	2,327	2,327	-	25,950	-	
5311 Dues & Memberships	9,161	-	1,171	1,171	1,171	1,171	1,171	1,171	1,171	1,171	1,171	1,171	-	20,875	-	
5451 General Insurance	41,548	20,843	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	0	0	-	73,276	-	
5511 Utilities	4,464	6,890	7,395	7,395	7,395	7,395	7,395	7,395	7,395	7,395	7,395	7,395	-	85,300	-	
5521 Security Services	141	-	1	1	1	1	1	1	1	1	1	1	-	153	-	
5531 Housekeeping Services	5,644	11,896	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	8,859	-	106,130	-	
5599 Other Facility Operations & Utilities	784	3,127	382	382	382	382	382	382	382	382	382	382	-	7,730	(1,980)	
5611 School Rent - Private Facility	-	-	2	2	2	2	2	2	2	2	2	2	-	17	-	
5613 School Rent - Prop 39	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5619 Other Facility Rentals	10,670	10,495	16,340	16,340	16,340	16,340	16,340	16,340	16,340	16,340	16,340	16,340	-	184,562	-	
5621 Equipment Lease	1,048	812	2,228	2,228	2,228	2,228	2,228	2,228	2,228	2,228	2,228	2,228	-	24,136	-	
5631 Vendor Repairs	5,480	3,929	209	209	209	209	209	209	209	209	209	209	-	11,500	-	
5812 Field Trips & Pupil Transportation	15,808	-	12,780	12,780	12,780	12,780	12,780	12,780	12,780	12,780	12,780	12,780	-	143,607	-	
5821 Legal	-	135	9,987	9,987	9,987	9,987	9,987	9,987	9,987	9,987	9,987	9,987	-	100,000	-	
5823 Audit	-	696	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	1,880	-	19,500	-	
5831 Advertisement & Recruitment	-	-	252	252	252	252	252	252	252	252	252	252	-	2,516	(350)	
5841 Contracted Substitute Teachers	-	-	2,331	2,331	2,331	2,331	2,331	2,331	2,331	2,331	2,331	2,331	-	23,309	-	
5842 Special Education Services	-	-	50,875	50,875	50,875	50,875	50,875	50,875	50,875	50,875	50,875	50,875	-	508,750	(98,750)	
5843 Non Public School	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5844 After School Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5849 Other Student Instructional Services	30,000	60,000	6,353	9,073	9,073	9,073	9,073	9,073	9,073	9,073	9,073	9,073	-	178,011	-	
5852 PD Consultants & Tuition	2,353	500	1,763	1,763	1,763	1,763	1,763	1,763	1,763	1,763	1,763	1,763	-	20,487	-	
5854 Nursing & Medical (Non-IEP)	-	-	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	-	24,500	(24,500)	
5859 All Other Consultants & Services	31,642	13,442	16,482	16,482	16,482	16,482	16,482	16,482	16,482	16,482	16,482	16,482	-	209,908	-	
5861 Non Instructional Software	19,846	870	2,601	2,601	2,601	2,601	2,601	2,601	2,601	2,601	2,601	2,601	-	46,725	-	
5865 Fundraising Cost	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
5871 District Oversight Fees	-	-	-	-	-	-	-	-	-	-	-	65,530	-	65,530	-	
5872 Special Education Fees (SELPA)	-	-	-	-	-	-	-	-	-	-	-	40,520	-	40,520	(298)	
5899 All Other Expenses	801	1,010	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	-	20,975	-	
5911 Office Phone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,916	
5913 Mobile Phone	48	58	65	65	65	65	65	65	65	65	65	65	-	752	1,636	
5921 Internet	399	330	261	261	261	261	261	261	261	261	261	261	-	3,340	904	
5923 Website Hosting	145	10	23	23	23	23	23	23	23	23	23	23	-	385	354	
5931 Postage & Shipping	-	57	212	212	212	212	212	212	212	212	212	212	-	2,178	(357)	
5999 Other Communications	50	-	5	5	5	5	5	5	5	5	5	5	-	103	155	
<b>Total 5000 - Operating Services</b>	<b>181,438</b>	<b>136,379</b>	<b>150,510</b>	<b>153,230</b>	<b>153,230</b>	<b>153,230</b>	<b>153,230</b>	<b>153,230</b>	<b>153,230</b>	<b>153,230</b>	<b>151,869</b>	<b>257,919</b>	-	<b>1,950,725</b>	<b>(116,270)</b>	
<b>6000 - Capital Outlay</b>																
6901 Depreciation Expense	10,768	10,768	10,572	10,572	10,572	10,822	10,822	10,822	10,822	10,822	10,822	10,822	-	129,006	(391)	
<b>Total 6000 - Capital Outlay</b>	<b>10,768</b>	<b>10,768</b>	<b>10,572</b>	<b>10,572</b>	<b>10,572</b>	<b>10,822</b>	<b>10,822</b>	<b>10,822</b>	<b>10,822</b>	<b>10,822</b>	<b>10,822</b>	<b>10,822</b>	-	<b>129,006</b>	<b>(391)</b>	
<b>7000 - Other Outgo</b>																
7438 Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total 7000 - Other Outgo</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL EXPENSE</b>	<b>385,797</b>	<b>575,503</b>	<b>794,087</b>	<b>758,800</b>	<b>758,800</b>	<b>759,050</b>	<b>759,050</b>	<b>759,050</b>	<b>759,050</b>	<b>759,050</b>	<b>751,855</b>	<b>848,347</b>	-	<b>8,668,440</b>	<b>(220,959)</b>	
<b>NET INCOME</b>	<b>530,486</b>	<b>(173,229)</b>	<b>(8,226)</b>	<b>(196,104)</b>	<b>(198,144)</b>	<b>(155,277)</b>	<b>(154,056)</b>	<b>(48,853)</b>	<b>319,577</b>	<b>(42,255)</b>	<b>(14,294)</b>	<b>(140,573)</b>	<b>302,136</b>	<b>21,186</b>	<b>(39,581)</b>	
<b>Operating Income</b>														<b>150,192</b>		
<b>Operating Income Excluding Non-cash Lease Expenses</b>														<b>150,209</b>		
<b>EBITDA</b>														<b>150,192</b>		
<b>Beginning Cash Balance</b>	<b>2,817,148</b>	<b>2,531,017</b>	<b>2,700,535</b>	<b>2,702,880</b>	<b>2,538,324</b>	<b>2,350,750</b>	<b>2,200,028</b>	<b>2,056,794</b>	<b>2,018,763</b>	<b>2,349,162</b>	<b>2,317,729</b>	<b>2,314,258</b>	<b>2,243,663</b>	<b>2,817,148</b>	<b>232,993</b>	
<b>Cash Flow from Operating Activities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
Net Income	530,486	(173,229)	(8,226)	(196,104)	(198,144)	(155,277)	(154,056)	(48,853)	319,577	(42,255)	(14,294)	(140,573)	302,136	21,186	(39,581)	
Change in Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Prior Year Accounts Receivable	28,515	297,345	-	20,977	-	8,733	-	-	-	-	-	-	-	355,569	(355,569)	
Current Year Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	(601,442)	(601,442)	32,975	

Actuals as of 8/31/2024

	ACTUAL		Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Accrual	FORECAST		Budget Variance Better / (Worse)
	Jul-24	Aug-24												Jul-24	Jun-25	
Change in Due from	-	-												-	-	-
Change in Accounts Payable	(8,280)	(15,945)										120,096	-	95,870	102,764	
Change in Due to	(875)	(894)	(15,646)	(15,652)	(15,657)	(15,640)	(15,645)	(15,651)	(15,656)	(15,661)	(15,667)	(15,672)	299,850	141,534	935,439	
Change in Accrued Vacation	-	-												-	-	
Change in Payroll Liabilities	(77,526)	42,658												(34,868)	(34,868)	
Change in Prepaid Expenditures	55,464	(1,860)										(60,940)		(7,336)	56,502	
Change in Deposits	-	-												-	-	
Change in Deferred Revenue	(835,353)	-												(835,353)	(835,353)	
Change in Other Long Term Assets	10,671	10,677	15,645	15,651	15,656	15,640	15,645	15,651	15,656	15,661	15,667	15,672		177,892		
Change in Other Long Term Liabilities	-	-											(543)	(543)		
Depreciation Expense	10,768	10,768	10,572	10,572	10,572	10,822	10,822	10,822	10,822	10,822	10,822	10,822		129,006	391	
<b>Cash Flow from Investing Activities</b>	-	-														
Capital Expenditures	-	-	-	-	-	(15,000)	-	-	-	-	-	-	-	(15,000)	-	
<b>Ending Cash Balance</b>	<b>2,531,017</b>	<b>2,700,535</b>	<b>2,702,880</b>	<b>2,538,324</b>	<b>2,350,750</b>	<b>2,200,028</b>	<b>2,056,794</b>	<b>2,018,763</b>	<b>2,349,162</b>	<b>2,317,729</b>	<b>2,314,258</b>	<b>2,243,663</b>	<b>2,243,663</b>	<b>2,243,663</b>	<b>378,796</b>	

## **Journey School Financial Analysis August 2024**

### **Net Income**

Journey School is projected to achieve a net income of \$21,186 in FY24-25 compared to \$60,767 in the board-approved budget. This is \$39,581 less than the board-approved budget.

### **Balance Sheet**

As of August 31, the school's cash balance was \$2,531,017. By June 30, 2025, the school's cash balance is projected to be \$2,243,663.

As of August 31, 2024, the Accounts Receivable balance was \$509,416.

As of August 31, 2024, the Accounts Payable balance, including payroll liabilities, totaled \$486,372.

### **Income Statement**

#### *Revenue*

Total revenue for FY24-25 is projected to be \$8,689,627 which is \$181,378 more than the budgeted amount.

- Prop 28 Arts and Music is projected to be \$50,349 as a choir teacher was originally budgeted. Once expenses are identified the revenue will be recognized.
- State Revenue Other is projected to be \$134,671 over budget as the school will recognize additional Arts Music & Instructional Materials Grant funds.
- Childcare and Enrichment Fees are projected to be \$67,000 over budget based on higher expected participation rates.

#### *Expenses*

Total expenses for FY24-25 are projected to be \$7,101,081, which is \$115,971 more than the budgeted amount.

- Classified Salaries are projected to be \$58,807 over budget based on the updated staffing plan.
- STRS and PERS combined are projected to be \$92,356 under budget due to less staff being eligible.
- Special Education Services are projected to be \$98,750 over budget due to additional student needs.

### **ADA**

The budgeted P2 ADA is 570.84 based on an enrollment of 613 and a 93.1% attendance rate.

Note- Forecast variances of \$30,000 and 10% of budget will be discussed in this report.

**Journey School  
Check Register  
For the Month Ending August 31, 2024**

Check #	Vendor Name	Date	Description	Amount
			08/24 - FURNITURE MOVING SERVICE FOR	
2582M	KENTWAIN LOVE	8/2/2024	CARPET CLEANING	614.17
1006551	GAVIN KELLER	8/5/2024	CONFERENCE - MILEAGE	141.76
1006552	STRATEGIC KIDS, LLC	8/5/2024	07/24 - ELOP SUMMER CAMP	30,000.00
A018361	OC DAVOC ENTERPRISES, INC.	8/5/2024	07/24 - JANITORIAL SERVICE	4,921.26
A018362	KAISER PERMANENTE (3383)	8/5/2024	09/24 - HEALTH PREMIUM	23,519.24
			HAND SOAP, TRASH LINERS, PAPER TOWELS,	
A018363	OC DAVOC ENTERPRISES, INC.	8/5/2024	ETC	846.10
E016489	ULINE	8/5/2024	(2) PATIO UMBRELLAS	456.50
P057829	MOULTON NIGUEL WATER 3586	8/5/2024	05/20/24-06/17/24 - WATER SERVICES	400.45
P057830	MOULTON NIGUEL WATER 3587	8/5/2024	05/20/24-06/17/24 - WATER SERVICES	364.74
			MULTIPLE VENDORS - IRRIGATION	
P057831	BRANDON WICKES	8/5/2024	HARDWARE, BATTERIES, PLANTS, ETC	449.98
P057832	UNITED HEALTHCARE	8/5/2024	08/24 - HEALTH PREMIUM	19,850.10
P057833	CAPISTRANO UNIFIED SCHOOL	8/5/2024	CURRICULUM PRINTING	66.52
P057834	STAPLES (DET 27100234)	8/5/2024	PAPER, FOLDERS, TAPE, PENS, ETC	297.90
P057835	ALYSE ECKSTROM	8/5/2024	CMC LIVE SCAN - FINGERPRINTS	23.00
P057845	SEGERSTROM CENTER FOR THE ARTS	8/5/2024	PERFORMANCE TICKETS	547.96
2583M	PRO GREEN CARPET CLEAN	8/8/2024	08/24 - CARPET CLEANING SERVICE	3,088.00
2584M	FIRST NATIONAL BANK OF OMAHA	8/8/2024	06/24-07/24 - CREDIT CARD PURCHASES	24,124.41
1006553	SOUTHERN CALIFORNIA EDISON	8/12/2024	06/28/24-07/30/24 - ELECTRIC	4,041.02
A018454	YOUNG, MINNEY & CORR, LLP	8/12/2024	07/24 - LEGAL SERVICES	135.00
			06/26/24-07/25/24 - PHONE & HOTSPOT FOR	
A018455	VERIZON WIRELESS	8/12/2024	FACULTY USE	79.15
A018456	GOTO COMMUNICATIONS, INC	8/12/2024	08/24 - PHONES TAX	940.74
E016566	WESTERN EXTERMINATOR COMPANY	8/12/2024	07/24 - PEST CONTROL MAINTENANCE	334.48
P058066	OCEAN INSTITUTE	8/12/2024	10/24 - 4TH GRADE FIELD TRIP FINAL	2,541.00
P058068	EMILY LANDRUM	8/12/2024	POSTAL ANNEX - FINGERPRINTS	22.00
P058069	OCEAN INSTITUTE	8/12/2024	10/24 - 4TH GRADE FIELD TRIP FINAL	2,541.00
P058070	LAURA VALLE	8/12/2024	UPS STORE - FINGERPRINTS	35.00
P058071	GRACE STEWART	8/12/2024	SECURE LIVE SCAN - FINGERPRINTS	35.00
P058072	NICOLA WELLNER	8/12/2024	JOANN - FABRIC, PATTERNS, BOBBINS, ETC	595.67
			08/13/24 - LANDSCAPING SERVICES - SHRUB	
2585M	JC TREE CARE & LANDSCAPE INC.	8/14/2024	TRIMMING & CLEANUP	1,300.00
2586M	WELLS FARGO	8/14/2024	07/24 - CREDIT CARD PURCHASES	12,374.38
			08/24 - VARIOUS REPAIRS & FLOORING	
2587M	CONTRERAS CONSTRUCTION	8/16/2024	INSTALLATION	1,280.00
1006554	HEGGERTY PHONEMIC AWARENESS	8/19/2024	BRIDGE TO READING CURRICULUM	5,923.00
2588M	CR&R INCORPORATED	8/19/2024	08/24 - WASTE & RECYCLING SERVICES	616.81
E016696	WESTERN EXTERMINATOR COMPANY	8/19/2024	08/24 - PEST CONTROL MAINTENANCE	158.48
E016697	CLIFTON LARSON ALLEN LLP	8/19/2024	08/24 - COMPLIANCE TESTING	696.15
E016698	MERCURIUS	8/19/2024	BLACKBOARD CHALKS	121.05
P058420	ASHLEY GREY	8/19/2024	PARCEL PLUS - FINGERPRINTS	48.00
P058421	SHELLEY KELLEY	8/19/2024	BELLA LUNA TOYS - CALM KITS	206.88
			FY24-25 SCHOOL SAFE ANNUAL SOFTWARE	
P058422	SCHOOLSAFEID, LLC	8/19/2024	LICENSE	499.00
			SOUTH COAST MEDICAL OC - TB TEST & OC	
P058423	SAMIRA KASRAIE	8/19/2024	SHERIFF - FINGERPRINTS	50.00
2589M	H.R 24/7 LOCKSMITH SERVICE	8/21/2024	08/21/24 - LOCKSMITH SERVICE	194.00
2590M	DECOR ELECTRIC INC	8/21/2024	08/21/24 - ELECTRICAL INSTALLATION	1,325.00
			07/24 - MANAGEMENT CONTRACT FEE,	
1006555	DEVELOPMENT	8/26/2024	CALPADS, SIS SUPPORT & FEES	13,708.08
1006556	MARSH & MCLENNAN AGENCY LLC	8/26/2024	08/17/24-08/17/25 - INSURANCE PREMIUM	11,835.78
			08/24 - EXPANDED LEARNING OPPORTUNITIES	
1006557	STRATEGIC KIDS, LLC	8/26/2024	PROGRAM	60,000.00
2591M	GUARDIAN	8/26/2024	09/24 - HEALTH PREMIUM	2,239.70
			08/26/24 - HANDYMAN SERVICES & CAMPUS	
2592M	CONTRERAS CONSTRUCTION	8/26/2024	REPAIR	1,130.00
2593M	CHRISTINE NEWELL	8/26/2024	HAND DYED FELT	234.50

**Journey School  
Check Register  
For the Month Ending August 31, 2024**

<b>Check #</b>	<b>Vendor Name</b>	<b>Date</b>	<b>Description</b>	<b>Amount</b>
			08/08/24-09/07/24 - INTERNET & TELECONNECT	
2594M	COX COMMUNICATIONS	8/26/2024	FUND	231.75
A018625	SAVVAS LEARNING COMPANY LLC	8/26/2024	MATH BOOKS	1,078.17
E016797			07/22/24-12/21/24 - POSTAGE METER LEASE &	129.27
	QUADIENT LEASING USA, INC.	8/26/2024	TAX	
P058730			USPS - POSTAGE, OC WASTE & RECYCLING -	80.69
	GAYLEN CORBETT	8/26/2024	MILEAGE	
2595M	PRO GREEN CARPET CLEAN	8/28/2024	08/24 - CARPET CLEANING SERVICE	689.75
2596M	VOID	8/29/2024	VOID	0.00
2597M		8/29/2024	08/24 - PAYROLL	3,014.98
2598M		8/30/2024	08/24 - PAYROLL	3,645.74
2599M		8/30/2024	08/24 - PAYROLL	2,992.58
2600M		8/30/2024	08/24 - PAYROLL	3,605.78
2601M		8/30/2024	08/24 - PAYROLL	2,203.20
<b>Total</b>				<b>252,624.87</b>

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

NAME	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO/NOTES
<b>ADMINISTRATION and STUDENT SUPPORT</b>			
Gavin Keller	Executive Director	Salary/Exempt <b>BENEFITS</b>	
Shelley Kelley	Education Director	Salary/Exempt <b>BENEFITS</b>	
Amanda Simmons	Independent Study Director	0.25 FTE (.5 Teacher) Salary/Exempt <b>BENEFITS</b>	
Grace LaHatt	Office Manager and HR Specialist	Salary/Exempt <b>BENEFITS</b>	
Kris Reynolds	Admin Asst: Enrollment, Communication, After School Programs Coordinator	Salary/Exempt <b>BENEFITS</b>	
Shoon O'Neill	Admin Asst: Registrar, Attendance, Reception	Salary/Exempt <b>BENEFITS</b>	
Janet Gates	Information Technology Specialist and Office Support	Salary/Exempt <b>BENEFITS</b>	
Gaylen Corbett	Admin Assistant: Business Specialist/Accounts Payable	Salary/Exempt <b>BENEFITS</b>	
Tia Manushree	Admin. Assistant: School Nurse	Hourly/Non-Exempt	Agreed to 3 days a week through December
Jenny Wilkes	Admin. Assistant: School Nurse	Hourly/Non-Exempt	2 Days/Week SHARED
TBD	Admin Assistant: School Nurse	Salary/Exempt <b>BENEFITS</b>	Still Seeking FT nurse...would replace Tia and Nurse Contract with Agency (BELOW). Ideally 5 days a week/FT position



DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Cadence Lusinsky	Counselor	Salary/Exempt <b>BENEFITS</b>	
Emily Landrum	Counselor	FTE Salary/Exempt <b>BENEFITS</b>	New Hire
Jaime Lloyd	Receptionist/Communication Support	Hourly /Non-Exempt <b>BENEFITS</b>	
Vivienne Benjamin	Social Media and Event Support	Hourly /Non-Exempt/Part time	

<b>MAIN CLASS TEACHERS</b>	<b>TITLE/GRADE</b>	<b>SALARY or CONTRACTED HOURS PER WEEK &amp; EXEMPT STATUS</b>	<b>OTHER INFO</b>
April Martin	Main Class Teacher	F/T, Salary/Exempt	
Hellene Brodsky-Blake	Main Class Teacher	F/T, Salary/Exempt	
Jill Murphy	Main Class Teacher	F/T, Salary/Exempt	
Fiona Kephart	Main Class Teacher	F/T, Salary/Exempt	
Amanda Simmons	Independent Study Teacher	.5 F/T, Salary/Exempt	At employee request, reduced role to .75 FTE including admin duties
Lindsey Ponzo	Independent Study Teacher	F/T, Salary/Exempt	
Kayla Pennington	Main Class Teacher	F/T, Salary/Exempt	
Kelli Garcia	Independent Study Teacher	F/T Salary/Exempt	
Lisa O’Neill	Independent Study Teacher	F/T, Salary/Exempt	
Kelly Larson	Main Class Teacher	F/T, Salary/Exempt	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Dennis Kephart	Main Class Teacher	F/T, Salary/Exempt	
Stacy Kinney	Main Class Teacher	F/T, Salary/Exempt	
Jeannie Lee	Main Class Teacher	F/T, Salary/Exempt	
Andrew Goetz	Main Class Teacher	F/T, Salary/Exempt	
Julia Cameron	Main Class Teacher	F/T, Salary/Exempt	
Rita Kandel	Main Class Teacher	F/T, Salary/Exempt	
Kristi Kilcollins	Main Class Teacher	F/T, Salary/Exempt	
Jennifer Tarr	Main Class Teacher	F/T, Salary/Exempt	
Chandler Boyer	Main Class Teacher	F/T, Salary/Exempt	
Paul Breazeale	Main Class Teacher	F/T, Salary/Exempt	Leave Impending – Likely January -June
Heather Boley	Main Class Teacher	F/T, Salary/Exempt	
Jess Johnston	Main Class Teacher	F/T, Salary/Exempt	
Katie Blacker	Main Class Teacher	F/T, Salary/Exempt	Leave Impending – Likely January -June
Adam Kilcollins	Main Class Teacher	F/T, Salary/Exempt	
Maisony Schendel	Main Class Teacher	F/T, Salary/Exempt	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CERTIFICATED INSTRUCTIONAL SUPPORT	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Suzanna Bortz	Remedial Support Lower Grades	16 periods contact 5 prep <b>HOURS DEPENDENT ON TITLE I FUNDING</b>	
Erin O'Neill	Middle School Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	
Lindsey LaFleur	Middle School Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	
Pam Klevit	Elementary Academic Specialist (TOSA)	F/T, Salary/Exempt (Teacher Salary Schedule)	New Position/New Role for Teacher
Miscellaneous	Guest Teachers/Subs.	As needed EXEMPT	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Special Education	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Caryn Kaufman	Special Education Program Specialist (Administrator)	Salary/Exempt <b>BENEFITS</b>	
Alyson Wunderlich	Education Specialist	Salary/Exempt <b>BENEFITS</b>	
Grace Stewart	Education Specialist	Salary/Exempt <b>BENEFITS</b>	
Ashley Grey	Education Specialist	Salary/Exempt <b>BENEFITS</b>	
TBD	Education Specialist	Salary/Exempt – PART TIME <b>BENEFITS</b>	Seeking (Due to Increase in # of anticipated IEPs – new enrollment)
Alyse Eckstrom	Speech Language Pathologist	Salary/Exempt <b>BENEFITS</b>	
TBD	Speech Language Pathologist Assistant	Salary/Exempt – PART TIME <b>BENEFITS</b>	Seeking (Due to Increase in # of anticipated IEPs – new enrollment)
Dee Marzal	Occupational Therapist	Salary/Exempt – Part Time (16-20 hours)	New Hire – Started 9/23/24
Veronica Odonohue	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
Rosa Boynton	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
Donna Bill	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
Jonathan Vargas	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids
Nate Bunce	Paraprofessional	NA – Full time (30 hours)	Contract with Strategic Kids

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Hannah Milner	Paraprofessional	NA – Full time (30 hours)	New Addition to Contract with Strategic Kids (Due to Increase in # of anticipated IEPs – new enrollment)
Iryna Getto	Paraprofessional	NA – Full time (30 hours)	New Addition to Contract with Strategic Kids (Due to Increase in # of anticipated IEPs – new enrollment)
Lisa Ryan	School Psychologist	NA – Part Time	Contracted Service with Effectual Education
TBD	Specialized Services (Vision Therapy, Audiology, Assistive Technology, etc)	NA – Part Time	Contracted Services with Effectual Education and BrightStar Care

SPECIALTY Teachers	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Lindsay Fredrickson	Festival support and music teacher mentor	20 hours for 9 weeks of school year	New Role: Music and dancing support for Mayfaire and other festivals as needed. Mentorship and training of new music teacher
Samira Kasraie	Music Teacher Grades 1-3 and 7 <sup>th</sup> /8 <sup>th</sup> music elective	16 classes 8 prep 8 hours music support in main lesson <b>BENEFITS</b>	New Hire
Brandon Wilkes	Garden Instructor	12 classes 6 prep 12 hours maintaining gardens <b>BENEFITS</b>	
Devan Steele	Strings	14 classes 7 prep 3 hours music dept. coordination	
Billy Alexander	Music Elective: Guitar	2 classes 1 prep	
Nicola Wellner	Handwork Grades 5-8	18 classes 9 prep 3 hours specialty program coordination 2 hours assisting Independent Study	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

		<p><b>BENEFITS</b></p> <p>50-75 hours annually to work with Parent Cabinet to plan Harvest Faire – reimbursed by PC through their general/annual contribution to the school budget.</p>	
Amanda Hammond	Handwork Grades 1-4	<p>18 classes 9 prep 2 hours assisting Independent Study</p> <p><b>BENEFITS</b></p>	
Tania Marquez	Lower Grades Art Enrichment and 7 <sup>th</sup> /8 <sup>th</sup> Grade Visual Arts	<p>16 classes 8 prep</p> <p><b>BENEFITS</b></p>	
Peter Kelley (DML Team)	Digital Media Literacy (DML)	<p>2 classes 1 prep</p>	
Joy Halverson	Games/ Movement	<p>18 classes 9 hours prep</p> <p><b>BENEFITS</b></p>	
TBD	Games/ Movement	<p>17 classes 8.5 hours prep</p> <p><b>BENEFITS</b></p>	Still Seeking...
Sergio Huerta	Temporary Games/ Movement Teacher	<p>16 classes 8 hours prep</p> <p><b>BENEFITS</b></p>	Temporary role assigned to current employee
Joshua Crawford	Woodwork	<p>16 classes 8 hours prep</p> <p><b>BENEFITS</b></p>	
Janet Caballero	Spanish (Grades 1-8)	<p>20 classes 10 hours prep</p> <p><b>BENEFITS</b></p>	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

CLASSIFIED/INSTRUCTIONAL SUPPORT	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Jahtziry Hernandez	Kindergarten Assistant	NON EXEMPT 25 hours per week <b>BENEFITS</b>	Potentially eligible for benefits with additional Little Acorns hours
Karen Dillingham	Kindergarten Assistant	NON EXEMPT 25 hours per week	Potentially eligible for benefits with additional Little Acorns hours
Erin Warrack	Kindergarten Assistant	NON EXEMPT 25 hours per week	Potentially eligible for benefits with additional Little Acorns hours
Isabella Ortiz	Kindergarten Assistant	NON EXEMPT 25 hours per week	Potentially eligible for benefits with additional Little Acorns hours
Summer Jones	TK Kindergarten Assistant	NON EXEMPT 25 hours per week <b>BENEFITS</b>	
Laura Valle	Kindergarten Assistant Independent Study and 1 <sup>st</sup> Grade Assistant	NON EXEMPT 30 hours per week <b>BENEFITS</b>	New Hire for 24-25  3 days per week – Wildflower kindergarten 2 Days per week – Seat based 1 <sup>st</sup> grade
Lily Shaw	ISP First Grade Assistant	NON EXEMPT 12 hours per week	
Josiah Adams	First Grade Assistant	NON EXEMPT 18 hours per week	3 Days per week
Raz Allen	First Grade Assistant	NON EXEMPT 30 hours per week <b>BENEFITS</b>	
Rachel Verbeek	Violin Assistant	NON EXEMPT 16 hours per week	
Vianney Figueroa	Handwork Assistant	NON EXEMPT 16 hours per week	

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Sergio Huertas	Campus Supervision and Custodial Support	NON EXEMPT 35- 11 hours per week <b>BENEFITS</b>	Reduced hours due to Games commitment
Carmen Paez	Campus Supervision Lead And Campus Support	NON EXEMPT 35 hours per week <b>BENEFITS</b>	New Hire for 24-25
Tania Marquez	SE and Behavior Support Provider (Hearth Keeper)	NON EXEMPT 12 hours per week <b>BENEFITS</b>	
Sarah Kandel	SE and Behavior Support Provider (Hearth Keeper)	NON EXEMPT 28 hours per week	
Darren Utterback	Elementary School Interventionist, Substitute Teacher, and Campus Support	NON EXEMPT 40 hours per week <b>BENEFITS</b>	
Joshua Crawford	Construction/ Maintenance	NON EXEMPT 5 hours per week <b>BENEFITS</b>	
Other Misc Campus Supervisor support: Hourly Staff	Campus Supervisor -Before School -After School -Lunch -Recess	NON EXEMPT Approximately 20-25 hours per week of paid support	
Specialty Teacher Meetings/Performances	Specialty Teachers	NON EXEMPT Approximately 8-10 hours per week of collaborative meetings	



DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

Little Acorns Staffing*	TITLE/GRADE	SALARY or CONTRACTED HOURS PER WEEK & EXEMPT STATUS	OTHER INFO
Kris Reynolds	Coordinator	EXEMPT – Salary <b>BENEFITS</b>	Responsibilities and duties added to a current administrative assistant. Conversations are underway
Jahtziry Hernandez, Erin Warrack, <b>Karen Dillingham</b>	Little Acorns Leads	NON EXEMPT up to 15 hours per week*	New Role for employee in addition to assistant hours during kindergarten day
Lily Shaw, Summer Jones, <b>Josiah Adams</b> , Laura Valle, Issy Ortiz, Anna Whitney, <b>Zephyr Reynolds</b>	Little Acorns Assistants	NON EXEMPT up to 15 hours per week*	New Role for employee in addition to assistant hours during independent study school day
<b>TBD</b>	<b>Little Acorns Assistant</b>	<b>15-25 hours per week</b>	<b>ELOP Contract with Strategic Kids</b>

\*Little Acorns is a fee-based aftercare program for kindergarten and transitional kindergarten students. Staffing needs/scheduled hours will ultimately depend on enrollment

**DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25**

<b>CONTRACTORS</b>	<b>TITLE/GRADE</b>	<b>Description/Duration</b>	<b>OTHER INFO</b>
ExED	Business Services	See Contract	See Contract
Earth Roots	Eco-Literacy/Gardening	See Contract	Estimate \$25,750 annually
Black Tiger	IT Consultant	Special projects and complex diagnostics	Estimate \$10,000 annually
David Bocanegra – OC Janitorial Services	Janitorial Service	See contract	Estimate \$60,000 annually
Various	Waldorf Consultants	Provide professional development opportunities and Parent Education on campus	Estimate \$7,000 annually
Various	Special Education	Psychologists, Occupational Therapists, Vision Therapy, related services	Estimate \$280,000 annually
Effectual Education	Special Education	Psychologist, Assistive Technology, Vision/Hearing Testing, Physical Therapist, Assistive PE, Speech Language Pathologist Assistant	Estimate \$250,000
BrightStar Care	Special Education	1:1 Nurse, 1:1 Caretaker	Estimate \$85,000
BrightStar Care	School Nurse	Nurse on Thursdays and ½ day Friday	Estimate \$25,000
STRATEGIC KIDS	Staffing	Special Education Paraeducators/Substitutes	Estimate \$211,055 annually  Increased estimate to \$275,000 – more staffing needed to support increase IEP minutes and services.
STRATEGIC KIDS	Staffing	ELOP	Estimate \$180,000 annually

<b>ADDITIONAL HOUR AGREEMENTS PER CBA</b>	<b>TITLE/GRADE</b>	<b>SALARY or CONTRACTED HOURS PER WEEK &amp; EXEMPT STATUS</b>	<b>OTHER INFO</b>
Up to 5 Main Class Teachers (Admin and mentoring services for Certification Program)	Extra Duty Stipend	Hourly Stipend per CBA	8 hours monthly EACH

DRAFT JOURNEY SCHOOL STAFFING PLAN 2024-25

1 Main Class Teacher (mentoring for new Main Class Teacher hire)	Extra Duty Stipend	Hourly Stipend per CBA	5 hours monthly TOTAL
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DRAFT

# Client Staffing Agreement

**THIS CLIENT STAFFING AGREEMENT ("Agreement")** is made and entered into the **29<sup>th</sup> day of August, 2024**, by and among **Foreside Management Company (dba BrightStar Care of S. Orange County)** with their principal place of business at 26023 Acero Mission Viejo, CA 92691 (hereinafter referred to as "**BrightStar**") and **Journey School** with their principal place of business at **27102 Foxborough, Aliso Viejo, CA 92656** (hereinafter referred to as "**Client**"). Client and BrightStar are hereinafter referred to collectively as "**Parties**" and individually as "**Party**."

## WITNESSETH:

**WHEREAS**, BrightStar is a staffing agency licensed by the State of California to provide nursing personnel to medical health care providers to include hospital, hospice care, and palliative care facilities;

**WHEREAS**, BrightStar is a staffing agency that also provides non-medical staffing for health care support services with both Certified Nursing Assistants (CNAs) and caregivers;

**WHEREAS**, Client is a health care provider in need of staffing services; and

**WHEREAS**, BrightStar and Client desire to enter into agreement pursuant to which BrightStar will provide staffing services to Client in accordance with terms and conditions set forth herein.

**NOW**, in consideration of mutual covenants and promises set forth, Parties agree as follows:

**1. Engagement:** Client engages BrightStar to provide, and BrightStar agrees to provide, staffing services outlined in **Exhibit A ("Staffing Services")** pursuant to terms and conditions set forth in Agreement.

**2. Status of Parties:** In accordance with the mutual intentions of BrightStar and Client, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. This Agreement does not create any employer-employee, agency, joint venture or partnership relationship between the Parties or between a Party and the employees, agents or independent contractors of the other Party.

### **3. Responsibilities of BrightStar**

**3.1** BrightStar shall use its best efforts in providing Service to Client pursuant to terms and conditions of Agreement and shall provide Service in a manner consistent with the standards of practice existing within the community and applicable federal, state and local laws and regulations, to include the provisions of the Equal Employment Opportunity Act and Fair Labor Standards Act.

**3.2** BrightStar shall recruit, interview, select and employ applicants qualified, in BrightStar's sole judgment, to provide the nursing services described in **Exhibit A**. These applicants, once hired shall hereinafter for purposes of this Agreement be "**Personnel**."

**3.3** BrightStar shall employ the Personnel assigned to the Client under the Agreement. Consistent with its role as employer, BrightStar will: (i) maintain necessary personnel and payroll records for its employees, (ii) compute wages and withhold Federal, State and local taxes and Federal Social Security payments, (iii) remit employee withholdings to the proper government authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iv) pay net wages and fringe benefits directly to its employees, (v) provide for liability, fidelity and Workers' Compensation insurance coverage in the amounts set forth at Section 10 herein. The costs of the activities (the "**Payroll Burden Costs**") are included in the hourly billing rates set forth in **Exhibit B**.

**3.4** Upon request of Client, BrightStar shall act in good faith to replace assigned Personnel within a reasonable period of time of the request, based on availability of alternate Personnel.

**3.5** Personnel assigned to Client under this Agreement shall provide patient care in compliance with a patient care plan provided by Client and the applicable standard of care. However, the Client shall have a process in place permitting Personnel to address concerns when, based upon their professional judgment and expertise, the contents of the patient care plan provided by Client cause Personnel concern for a patient's welfare and/or health. Client shall provide a copy of this process to BrightStar prior to execution of this Agreement. If the Client does not have such a process in place, the Parties hereto agree to develop a process within a reasonable time from the execution date of this Agreement, which shall then be given to the relevant Personnel. Client shall at all times be solely responsible for the patient care plan and any acts which flow there from.

**3.4** The Parties hereto agree at all times to have policies and procedures in place which comply with federal and state privacy laws. The Client shall share a copy of those policies with the Personnel performing the Services for the Client pursuant to this Agreement. Client shall, if it is deemed appropriate and necessary, provide training at Client's expense related to these policies and procedures. BrightStar shall be responsible for training all Personnel on any applicable BrightStar policies.

#### **4. Responsibilities of Client**

**4.1** In its performance of this Agreement, Client shall interact with BrightStar employees in a professional manner consistent with standards of practice existing within the community and applicable federal, state and local laws and regulations, including applicable health, privacy, safety and security rules and regulations and the provisions of the Equal Employment Opportunity Act and Fair Labor Standards Act.

**4.2** To the extent that either Party determines necessary, Client shall provide Personnel all training necessary for Personnel to perform the Services at Client's facilities. BrightStar shall be paid and/or reimbursed as if the Personnel were performing Services for this training time.

**4.3** Client shall have in place a nondiscrimination policy, a copy of which shall be tendered to BrightStar prior to execution of this Agreement. Violation of this policy shall be reported by the Client to BrightStar whether it is a complaint directed at the Personnel or a complaint by the Personnel. Client shall take appropriate action to investigate and resolve the complaints, providing a copy of its investigation and the final outcome of that investigation to BrightStar.

#### **5. Representations and Warranties of BrightStar**

**5.1** BrightStar represents and warrants that all Personnel assigned to the Client (i) shall possess all licenses, certificates or other applicable permits from all relevant governmental authorities that are legally required for the provision of the services they are assigned to perform; (ii) all such licenses, certificates or permits are valid and in full force and effect; (iii) they are not in material violation of the terms of any such license certificate or permit; (iv) have been subject to a background check upon hiring; and (v) they otherwise do not have knowledge that any governmental authority is considering limiting, suspending, modifying or revoking any such applicable license, certificate or permit. If any such license, certificate or permit is suspended or revoked during the term of this Agreement, BrightStar will notify Client in writing and Personnel affected will be replaced.

#### **6. Representations and Warranties of Client**

**6.1** Client represents and warrants that it (i) shall possess all licenses, certificates or other applicable permits from relevant governmental authorities that are legally required for the provision of health care services BrightStar personnel will be assigned to perform; (ii) all such licenses,



certificates or permits are valid and in full force/effect; (iii) they are not in material violation of the terms of any such license certificate or permit; and (iv) they otherwise do not have knowledge that any governmental authority is considering limiting, suspending, modifying or revoking any such applicable license, certificate or permit. If any such license, certificate or permit is suspended or revoked during the term of this Agreement, Client will notify BrightStar immediately in writing.

**6.2** Client shall have and maintain at all times throughout the term of this Agreement appropriate insurance coverage including, but not limited to, professional and premise liability coverage.

**7. Compensation for Services:** In consideration for Client's Services, Client shall pay BrightStar for Services at rates specified in Exhibit B, subject to terms and conditions of Agreement:

**7.1** The number of compensable hours worked each week by Personnel assigned to Client will be determined by reference to time sheets submitted by Personnel on a weekly basis. Client will designate members of its staff authorized to sign time sheets prepared by Personnel on Client's behalf. Time sheets submitted to BrightStar bearing the signature of authorized Client staff shall be conclusive of the number of compensable hours worked by Personnel assigned to Client each week.

**7.2** BrightStar will send invoices to Client weekly for at the following email address:

**gavin@journeyschool.net; gcorbett@journeyschool.net**

Payment for all Services are due upon receipt by Client of the weekly invoices. Client shall remit all payments to the remit to address on the invoice. Payments not received within thirty days of the invoice date will be subject to a late charge of 2% (unless otherwise prohibited by the law). In the event that Client fails to pay the charges, BrightStar will pursue legal remedy for the full invoice charges and the Client shall be liable for all costs incurred by BrightStar as a result of these collection efforts, including, but not limited to, collection agency costs and/or attorney fees - whether or not litigation is initiated.

**7.3** Parties acknowledge that hourly rates set forth in **Exhibit B** apply only to first forty (40) hours worked by non-exempt personnel in any workweek. For purposes of this Agreement, a "workweek" is defined as beginning on Monday and ending on Sunday. For hours worked by Personnel assigned to a Client in excess of forty (40) hours in a Workweek, or eight (8) hours in a 24-hour period, such hours ("**Overtime Hours**") shall be subject to an "**Overtime Pay Rate**" equal to one hundred and fifty percent (150%) of the hourly rate, and an excess of 12-hours would be subject to two hundred percent (200%) of the hourly rates, as set forth in **Exhibit B**. (These rates/regulations are subject to change to coincide with appropriate State and federal laws.) The client agrees to pay Overtime Hours at Overtime Pay Rates. Overtime Hours shall be evidenced by time sheets described in Section 7.1. In no instances will BrightStar staff shifts at overtime/holiday rates without Client approval.

**7.4** Hours worked by Personnel assigned to Client on holidays ("**Holiday Hours**") are subject to a "**Holiday Pay Rate**" equal to one hundred and fifty percent (150%) of the hourly rates set forth on **Exhibit B**. Holidays subject to the Holiday Pay Rate set forth in this Section 7.4 are set forth on **Exhibit B**. Holiday Hours will be performed only at the specific request of the Client and shall be evidenced by the time sheets set forth in Section 7.1.

**7.5** Client acknowledges that the hourly rates set forth in **Exhibit B** do not include State or local sales tax that may be assessed on the Services provided under this Agreement and agrees to pay, in addition to the hourly rates set forth in **Exhibit B** and any other amounts due under this Agreement, any State or local sales tax applicable to the Services provided hereunder. Any such sales taxes will be included on weekly invoices for Services provided to the Client by BrightStar and shall be payable according to the terms set forth in Section 7.2.

**7.6** Parties agree that 24 hours of notice is required for Client cancellation.

**7.7** Parties acknowledge that rates are subject to change and any changes to

established rates in Exhibit B are required in writing with thirty (30) days written notice and approval.

## 8.0 Term and Termination

**8.1** This Agreement shall commence on the **29<sup>st</sup> day of August, 2024**, and unless earlier terminated as provided in this Section 8 or elsewhere in this Agreement and continue for a term of one year ("**Term**") such term commencing the first day after this Agreement has been executed. This Agreement shall automatically renew for one-year Terms unless either Party notifies the other in writing thirty days prior to the end of the current Term.

**8.2** This Agreement may be terminated at any time during the Term as follows:

**8.2.1** By either Party upon providing written notice to the other if the other Party should fail in any material respect to comply with the terms of this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof has been given by the non-defaulting Party; or

**8.2.2** In the event of termination, total sums due to Client shall be payable in full upon receipt of final invoice for Services, subject to provisions of Section 7.2.

**9. Nonsolicitation:** Client acknowledges that employees of BrightStar represent our inventory of skilled professionals, and their continued employment represents a valuable asset of BrightStar. Though BrightStar's standard staffing contract calls for Client to pay the amount of thirty percent (30%) of the full-time equivalent salary of an employee's pay if hired during the first twelve (12) months of the staffing agreement (the "**Conversion Fee**"), this fee structure will be waived and replaced by the following for this contract given the size, scope and relationship envisioned with Client.

### The rate schedule will be as follows:

**0 – 500 Hours: 20%**

**Over 500 Hours: 10%**

Additionally, BrightStar will offer a 30-day guarantee after the hire of a full-time employee that is let go for "cause" or is found otherwise to be unsuitable for their job (this does not include RIFs, general layoffs, etc.). BrightStar will then find a suitable replacement within 60-days or refund the "Conversion Fee."

## 10. Insurance

**10.1** BrightStar will maintain throughout this Agreement the following policies:

**10.1.1** Workers' Compensation and Occupational Disease Insurance in accordance with applicable State and Federal laws, and Employer Liability Insurance with a limit of liability of at least \$500,000.

**10.1.2** Commercial General Liability/Professional Liability Insurance on an occurrence basis with a combined Bodily Injury and Property Damage limit of \$1,000,000+ per occurrence and \$2,000,000+ per project aggregate, issued by a reputable carrier licensed in CA.

## 11. Indemnification

**11.1** BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for all claims for Workers' Compensation Benefits asserted against Client by any BrightStar employee assigned to Client under this Agreement or by the heirs, estate or personal representative of any deceased former BrightStar employee who was assigned to Client under this Agreement. Such indemnification is limited to the extent of benefits available under BrightStar's Workers' Compensation Insurance policy as set forth in Section 10.1.



**11.2** BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for liabilities, claims, demands, suits, losses, damages, and expenses (including reasonable attorneys' fees) arising out of bodily injury to or death of any person (other than an officer or employee of BrightStar), or damage to or destruction of property, directly caused by willful, wanton or reckless act on the part of BrightStar, its officers/employees, except for such liabilities, claims, suits, losses damages, costs and expenses resulting from negligent acts or omissions on the part of the Client, its officers, employees, agents, or independent contractors. However, if the bodily injury or damage to property is the direct or indirect result of an act or failure to act or misdirection or notation in the patient Care Plan, then BrightStar shall be under no obligation to indemnify Client.

**11.3** BrightStar agrees to indemnify and hold harmless Client, its agents, employees, successors and assigns for liabilities, claims, demands, suits, losses, damages, and expenses (including reasonable attorneys' fees) arising out of alleged violation of or noncompliance with applicable State, Federal or local laws by BrightStar, its officers or employees, except for such liabilities, claims, suits, losses damages, and expenses resulting from negligent acts or omissions on the part of the Client, its officers, employees, agents, or independent contractors.

**11.4** Client agrees to indemnify and hold harmless BrightStar, its agents, employees, successors and assigns for liabilities, claims, demands, suits, losses, damages, expenses (including reasonable attorneys' fees) arising out of bodily injury to or death of any person, or damage/destruction of property, directly caused by negligent act or omission on the part of Client, its officers or employees, except for such liabilities, claims, suits, losses damages, and expenses resulting from negligent acts or omissions on the part of BrightStar, its officers, employees, agents, or independent contractors.

**11.5** Client agrees to indemnify and hold harmless BrightStar, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, and expenses (including reasonable attorneys' fees) arising out of alleged violation of or noncompliance with applicable State, Federal or local laws by Client, its officers or employees, except for such liabilities, claims, suits, losses damages, and expenses resulting from negligent acts or omissions on the part of BrightStar, its officers, employees, agents, or independent contractors.

**11.6** Client agrees to indemnify and hold harmless BrightStar, its agents, employees, successors and assigns for all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of Client's violation of its noncompliance with any collective bargaining agreement under Section 12.2, except for any such liabilities, claims, suits, losses damages, costs and expenses resulting from any negligent act or omission on the part of BrightStar, its officers, employees, agents, or independent contractors.

## **12. Labor Organizations**

**12.1** Under no circumstances will Client enter into agreement or understanding with union organizations affecting any BrightStar employee assigned to Client hereunder. In the event BrightStar enters into any collective bargaining agreement covering BrightStar employees assigned to Client, BrightStar shall have sole control of and responsibility for, and will be sole signatory under, and connected with, all labor negotiations, grievances, collective bargaining agreements and labor matters.

**12.2** Client shall not violate collective bargaining agreements entered into by BrightStar covering its employees assigned to Client. BrightStar is responsible for notifying Client of such terms.

**13. Notice:** Any notice delivered to a Party pursuant to Agreement must be in writing and delivered personally or will be deemed to be delivered when deposited in U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed to Party at address indicated below, or at such other address that may have been specified by written notice delivered in accordance with this provision:



If to Client:

Journey School  
27102 Foxborough  
Aliso Viejo, CA 92656

If to BrightStar:

BrightStar Care of S. Orange County  
26023 Acero  
Mission Viejo, CA 92691  
Attn: Mark E. Woodsum

14. **Waiver:** The waiver by any Party of a breach of any provision of this Agreement will not be construed as a waiver of a subsequent breach of the same provision by that Party or the breach of other provisions of this Agreement. The delay or failure of a Party to give written notice will not constitute a waiver by that Party of a breach of this Agreement.

15. **Governing Law:** Agreement ruled by CA laws without regard to conflict of law principles.

16. **Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and the Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of the Agreement and the remaining provisions will remain in effect and will not be affected by the illegal, invalid or unenforceable provision or its removal. Instead of the illegal, invalid or unenforceable provision, there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

17. **Entire Agreement:** Agreement and attachments is entire understanding of the Parties, and supersedes prior agreements or understandings, whether written or oral, with respect to this subject matter. No terms, conditions, or warranties, other than those written in Agreement, and no amendments or modifications of Agreement will be binding on the Parties unless in writing and signed by the Parties.

18. **Assignment: Binding Effect.** Client shall not assign this Agreement or any part hereof without prior written consent of BrightStar. BrightStar may, without Client's consent, assign or extend this Agreement, including all rights and obligations hereunder, at any time to any entity acquiring substantially all of BrightStar's assets to which this Agreement relates. Subject to this Section 19, this Agreement is binding upon and is for the benefit of the Parties and the respective successors and assigns.

19. **Force Majeure.** If either Party is prevented from fulfilling obligations under Agreement by cause beyond reasonable control, then that Party will not be liable under Agreement for that failure.

20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original, but which together will constitute one and the same agreement.

21. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.

# Exhibit B

## Compensation

In exchange for Services described in Agreement, below are client compensation rates:

Registered Nurse (RN)	\$210 per visit; \$120 per hour
Licensed Vocational Nurse (LVN)	\$69.85 per hour
Caregiver/Student Aide	\$40.35 per hour

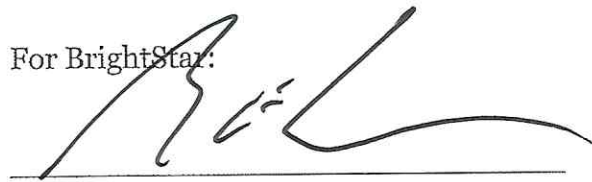
*\*Holiday Pay/Overtime Pay: It is mutually agreed that if an employee works on one of the following holidays, then Holiday/Overtime Pay will be paid (an amount charged at one and one-half (1.5) times the above rates). The following days are considered holidays: New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.*

*\*\*Shift cancellation policy: If a shift is cancelled within 24 hours of scheduled shift, Client is responsible for paying 1/2 of the shift length. Ex. A 4-hour shift is reduced to a 2-hour shift for billing purposes.*



IN WITNESS WHEREOF, Parties have executed this Agreement as of the day and year first written above.


For BrightStar:

  
\_\_\_\_\_  
Signed

Mark E. Woodsum  
President & CEO

08/30/24  
\_\_\_\_\_  
Date

For Client:

  
\_\_\_\_\_  
Signed

GAVIN KELLER  
EXECUTIVE DIRECTOR

8/30/24  
\_\_\_\_\_  
Date

# Exhibit A

## Staffing Services

### **I. Qualifications of Client:**

Client will provide BrightStar with requirements of personnel used to staff this Agreement, including, but not limited to, documentation and credentialing required, Standards of Conduct, procedures, and other requirements that would be necessary if Client were hiring the Personnel themselves.

### **II. Client Training Requirements:**

Client retains overall responsibility for training and agrees to provide training, forms and other materials necessary, so that Personnel are trained in the processes and procedures for fulfilling the position and responsibilities of Client's specific workplace requirements. Client may also provide forms and materials to facilitate the training of BrightStar Personnel to Client's standard during BrightStar's regular classes.

### **III. BrightStar Source Documents:**

BrightStar agrees to provide Client with copies of certificates, licenses, and other documents necessary for Client's compliance with state license or Joint Commission requirements and for Client's records.

### **IV. Registered Nurse Oversight:**

BrightStar will provide a Registered Nurse on an as needed hourly basis for the following services, but not limited to: IEP sessions, coordination of care, supervisory site visits, health education, health advocacy, records management, first aid and emergency response.

**FIRST AMENDMENT TO CHARTER FACILITIES USE AGREEMENT  
BY AND BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND  
JOURNEY CHARTER SCHOOL**

This First Amendment to the Charter Facilities Use Agreement dated May 21, 2020 ("First Amendment") is made by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Journey School ("Charter School"), a California non-profit public benefit corporation whose charter was authorized by the District (collectively the "Parties").

**RECITALS**

**WHEREAS**, the District is the owner of the real property and school facility located at 27102 Foxborough, Aliso Viejo, California 92656 ("Subject Property");

**WHEREAS**, on or about May 21, 2020, the Parties entered into a Charter Facilities Use Agreement ("Use Agreement"), which sets forth the terms and conditions of Charter School's occupancy of the Subject Property;

**WHEREAS**, the term of the Use Agreement is set to expire on June 30, 2025;

**WHEREAS**, the Parties desire to amend the Use Agreement to enable Charter School to continue its occupancy of the Subject Property for the remainder of the existing term of Charter School's charter; and

**WHEREAS**, it is the Parties' intention that unless otherwise modified by this First Amendment, the terms of Charter School's occupancy shall remain as set forth in the Use Agreement.

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements described in this First Amendment, the Parties hereby agree to modify the Use Agreement as follows:

**AGREEMENT**

1. Section 1. Use of the Subject Property. The "June 30, 2025" date in the final sentence of the first paragraph of the section entitled "Use of the Subject Property" on page 1 of the Use Agreement shall be replaced with "June 30, 2028." That sentence shall now read as follows: "Charter School's right to use of the Subject Property shall begin on July 1, 2020 ("Commencement Date") and shall conclude at the expiration of this Agreement on June 30, 2028 ("Termination Date"), unless terminated earlier in accordance with the terms of this Agreement." It shall be followed by a new sentence which reads, "July 1, 2020 through June 30, 2028 are collectively referred to as the "Applicable Years."



2. Section I.A. Reversion to District. The second sentence in Section I.A. of the Use Agreement shall be revised to read as follows: "If the Charter School desires to have facilities provided by the District for the 2028-29 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2027, or the then- applicable submission deadline."

3. Section 3. Term. The date "June 30, 2025" in Section 3 of the Use Agreement shall be replaced with "June 30, 2028."

4. Section 4. Annual Projection of In-District and Total Average Daily Attendance  
The following shall be added to the end of the second paragraph of Section 4 of the Use Agreement: "Charter School's projected in-District classroom ADA on which the facility allocation for the 2025-26 school year is based will be 384. For the 2026-27 and 2027-28 school years, the projected in-District classroom ADA on which the facility allocations will be based will be based on the projections made by the Charter School for that year in accordance with this section."

5. Section 23. Entire Agreement of Parties. The first sentence of Section 23 shall be revised to read as follows: "This Agreement, together with its attachments and First Amendment, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written."

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment as of the dates set forth below.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

Dated: 9/18/24

By:  \_\_\_\_\_

Clark Hampton

Its: Deputy Superintendent, Business and Support Services

**JOURENY SCHOOL**

Dated: 8/26/24

By:  \_\_\_\_\_ Gavin Keller

Its: Executive Director

## Arts, Music and Instructional Materials Discretionary Block Grant 2022

LEA Name:	Contact Name:	Email Address:	Phone Number:
JOURNEY	Gavin Keller	<a href="mailto:gavin@journeyschool.net">gavin@journeyschool.net</a>	949-448-7232

Total amount of funds received by the LEA:	Date of adoption at public meeting:
\$308,620	

[AB 181 Sec. 134](#) (amended [by AB 185 Sec. 56](#))

(e) The governing board or body of each school district, county office of education, or charter school receiving funds pursuant to this section shall discuss and approve a plan for the expenditure of funds received pursuant to this section at a regularly scheduled public meeting. It is the intent of the Legislature that each school district, county office of education, or charter school expend any resources received pursuant to this section consistent with their governing board or body approved plan.

**NOTE: This sample template is optional and is not required to be used. LEAs may develop their own plan template for the expenditure of Arts, Music and Instructional Materials Discretionary Block Grant funds. Please refer to AB 181 Sec. 134 (amended by AB 185 Sec. 56) for all program requirements.**



(1) Obtain standards-aligned professional development and instructional materials, in the following subject areas:

- (A) Visual and performing arts.
- (B) World languages.
- (C) Mathematics.
- (D) Science, including environmental literacy.
- (E) English language arts, including early literacy.
- (F) Ethnic studies.
- (G) Financial literacy, including the content specified in Section 51284.5 of the Education Code.
- (H) Media literacy.
- (I) Computer science.
- (J) History-social science.

Planned Activity:	Total Budgeted per Activity
<Enter planned activity here>	\$
<Enter planned activity here>	\$
<Add table rows as necessary>	\$
<b>Subtotal for this section</b>	<b>\$</b>

(2) Obtain instructional materials and professional development aligned to best practices for improving school climate, including training on deescalation and restorative justice strategies, asset-based pedagogies, antibias, transformative social-emotional learning, media literacy, digital literacy, physical education, and learning through play.

Planned Activity:	Total Budgeted per Activity
<Enter planned activity here>	\$
<Enter planned activity here>	\$
<Add table rows as necessary>	\$
<b>Subtotal for this section</b>	<b>\$</b>

(3) Develop diverse book collections and obtain culturally relevant texts, including leveled texts, in both English and pupils' home languages, to support pupils' independent reading. It is the intent of the Legislature that these book collections and culturally relevant texts be used to provide support for pupils through the establishment of site-based school and classroom libraries that are culturally relevant to pupils' home and community experiences and be available in English, pupils' home language, or a combination of more than one language.

Planned Activity:

Total Budgeted per Activity

<Enter planned activity here>

\$

<Enter planned activity here>

\$

<Add table rows as necessary>

\$

**Subtotal for this section**

**\$**

(4) Operational costs, including but not limited, to retirement and health care cost increases.

Planned Activity:

Total Budgeted per Activity

Utilize funding to support recent increases in CalSTRS and CalPERS for staff members who deliver educational opportunities aligned with the arts and musical opportunity.

**\$308,620**

<Enter planned activity here>

\$

<Add table rows as necessary>

\$

**Subtotal for this section**

**\$**

(5) As related to the COVID-19 pandemic, acquire personal protective equipment, masks, cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures, if they are necessary to keep pupils and staff safe from COVID-19 and schools open for in-person instruction.

Planned Activity:	Total Budgeted per Activity
<Enter planned activity here>	\$
<Enter planned activity here>	\$
<Add table rows as necessary>	\$
<b>Subtotal for this section</b>	<b>\$</b>

### Arts and Music Education Programs

(c) Funding appropriated pursuant to this section shall be available for encumbrance through the 2025–26 fiscal year. Local educational agencies are encouraged, but not required, to proportionally use resources received pursuant to this section for the purposes noted in paragraphs (1) to (5), inclusive, of subdivision (a) and to support arts and music education programs.

Planned Activity:	Total Budgeted per Activity
<Enter planned activity here>	\$
<Enter planned activity here>	\$
<Add table rows as necessary>	\$
<b>Subtotal for this section</b>	<b>\$</b>

## SUMMARY OF EXPENDITURES

Section Totals:	Total Budgeted per Activity
Subtotal Section (1): Standards-Aligned Instructional Materials and Professional Development in Nine Subject Areas	\$
Subtotal Section (2): Instructional Materials and Professional Development Aligned to Best Practices for Improving School Climate	\$
Subtotal Section (3): Diverse Book Collections and Culturally Relevant Texts	\$
Subtotal Section (4): Operational Costs	\$308,620
Subtotal Section (5): Costs Related to COVID-19	\$
Subtotal Section (6): Arts and Music Education Programs	\$
<b>Total Planned Expenditures:</b>	<b>\$308,620</b>

# Journey School Council Regular Meeting Schedule

**Approved 6.25.24**

**Revised 8.22.24**

## 2024-25 School Year

Day	Date	Year	Notes	
	July	2024	No regular meeting	
Thursday	August 22	2024	*	Margaret
Thursday	September 26	2024	*	Shelley
Thursday	October 24	2024	*	Mike
Wednesday	November 20	2024	Board Retreat 2pm start	
Thursday	December 12	2024	*	Melissa
Thursday	January 23	2025	*	Jeannie
Thursday	February 27	2025	*	Cassie
Thursday	March 27	2025	*	Gavin
Thursday	April 24	2025	*	Amy
Thursday	May 29	2025	*	Shelley
Thursday	June 26	2025	* Annual Meeting	Mike

\*4<sup>th</sup> Thursday of the month    ^ Exception due to holiday or other scheduling issue

# Special Meeting

All regular meetings normally start at 6:00 pm, but time is subject to change if needed for Council members' schedules and is different for any retreats. Meetings may be held in-person and/or virtually via Zoom based on public health considerations. Check each agenda for the meeting location.

# Understanding The Brown Act

**September 29, 2016**

**1:00 pm – 2:30 pm**



**INSTITUTE FOR  
LOCAL GOVERNMENT<sup>SM</sup>**

*Promoting Good Government at the Local Level*

# Speakers

Leah Castella, Partner, Burke Williams & Sorensen

Thomas Jex, Partner, Burke Williams & Sorensen

# Moderator

Melissa Kuehne, Communications and Development Manager,  
Institute for Local Government

**Thank you to ILG Partner Burke Williams  
& Sorensen for making this webinar  
possible!**

# How to ask a question during the webinar

- Please type your questions into the question box at any time during the webinar.
- We will read your questions during the question period at the end of the webinar.





# About The Institute for Local Government

**ILG is the non-profit research and education affiliate of**



**CSDA**

**California Special  
Districts Association**

*Districts Stronger Together*



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**ILG**



## ILG Mission

- Promoting good government at the local level
- Practical, impartial and easy-to-use materials

# Understanding the Brown Act



INSTITUTE FOR  
LOCAL GOVERNMENT<sup>SM</sup>

*Promoting Good Government at the Local Level*

Thomas D. Jex

and

Leah J. Castella



September 29, 2016

Burke Williams & Sorensen

burke

BURKE, WILLIAMS & SORENSEN, LLP

# Government in the Sunshine:



Does this look familiar?

# PRESENTATION OVERVIEW

- I. BROWN ACT ESSENTIALS
- II. LEGAL UPDATES
- III. COMMON MISTAKES  
(& HOW TO AVOID THEM)
- IV. QUESTIONS



# I. BROWN ACT ESSENTIALS

## ∞ Basic Rule:

- All meetings
- of the legislative body
- of a local agency
- shall be open and public,
- unless an exception applies.

(GC 54953)



# I. BROWN ACT ESSENTIALS

## ∞ Meetings Defined:

- A “**meeting**” is any gathering of a **majority** of the **members** of a legislative body at the same time and location to **hear, discuss, deliberate or take action** upon any item which is within its **subject matter jurisdiction**. (GC 54952.2)
- Watch out for **informal meetings**, where technology or an intermediary is used. (GC 54952(b)(1))



# I. BROWN ACT ESSENTIALS

## ☞ Meetings Distinguished:

- Individual contacts or conversations between a member and any other person.
- Majority of members at certain open and publicized conferences; meeting of another organization or another legislative body of another agency.
- Majority of members at a purely social or ceremonial occasion.

(GC 54952.2.)





# I. BROWN ACT ESSENTIALS

## Teleconferencing

Meetings may be conducted by teleconferencing (i.e., any electronic audio or video connection) under the following conditions:

- Agendas must be posted at teleconference locations specifying all teleconference locations;
- There is public access to teleconference locations;
- There is public opportunity to speak at each teleconference location; and
- All votes are taken by roll call.

§ 54953 (a) and (b)

# I. BROWN ACT ESSENTIALS

## ∞ Recommendations for E-mail/Technology

- **Avoid sending e-mails to the whole body.**
  - If necessary, provide information only.
  - Do not solicit a response.
- **Be careful replying to e-mails.**
  - Do not communicate your position or make a commitment on a pending matter.
  - Do not direct a reply to a majority of the body.
- **Think carefully before sending any e-mail.**
  - Remember, your e-mail can be forwarded by others to a majority of the body.

# I. BROWN ACT ESSENTIALS

## ∞ Agenda Requirement:

- A **written agenda** must be prepared and posted prior to agency meetings.
- Must provide a "*brief general description*" which generally need not exceed 20 words for each item of business to be "*transacted or discussed*," including closed session items.
- Must allow for **public comment** on each agendized item, and
- a general comment period.

(GC 54954.2.)



# I. BROWN ACT ESSENTIALS

## ∞ Closed Sessions:

- Closed sessions are an **exception** to the rule that agency meetings must be open and public.
- Only topics authorized under the Brown Act may be discussed in closed session.
- The most common closed session topics are Litigation, Real Estate Negotiations, Personnel Matters, and Labor Negotiations.

(GC 54954.3)



# I. BROWN ACT ESSENTIALS

## ∞ Legal Challenges, Remedies and Penalties:

- Criminal Charges
- Civil Action
- Request to Cure
- Invalidation
- Costs and Attorney's Fees  
(GC 54959, 54960, 54960.1)



## II. LEGAL UPDATES

### ∞ New Cease and Desist Procedure:

- New procedure to request agencies stop engaging in practices that allegedly violate the Brown Act.
- Requester sends a “cease and desist” letter within 9 months of the alleged violation.
- Agency has 30 days to issue “unconditional commitment” to stop the past action.
- If the body fails to respond or issue the commitment, then the requester has 60 days to file a lawsuit.

(SB 1003 (Yee); GC 54960)

## II. LEGAL UPDATES

- Center for Local Government Accountability v. City of San Diego

## II. LEGAL UPDATES

### ∞ Closed Session Statutes Renumbered:

- Gov't Code section 54956.9(g) requires that the paragraph that authorizes the closed session for a “Conference with Legal Counsel” be listed on the agenda or publicly announced.
- The “Conference with Legal Counsel” statutes were renumbered to 54956.9(d)(1)-(4).
- Don't just cut and paste from old agendas.





## II. LEGAL UPDATES

### ☞ Castaic Lake Water Agency v. Newhall County Water District

- Newhall used old numbering on an agenda for “Conference with Legal Counsel”
- Castaic sued claiming Brown Act violation
- Court held no violation because agenda was in substantial compliance with the Brown Act
- “Castaic’s argument is hyper technical and elevates form over substance”



## II. LEGAL UPDATES

### ∞ Put Agendas Online:

- Notice of all meetings, including special meetings, must be **posted on the local agency's website**, if the agency has a website. (GC 54954.2)
- Attorney General Opinion – but not if technical difficulties prevent Agency from posting on website.

### ∞ Limit Special Meeting Topics:

- Agencies are **prohibited** from calling a special meeting about an agency executive's **salary, salary schedule, or fringe benefits**. (GC 54956)

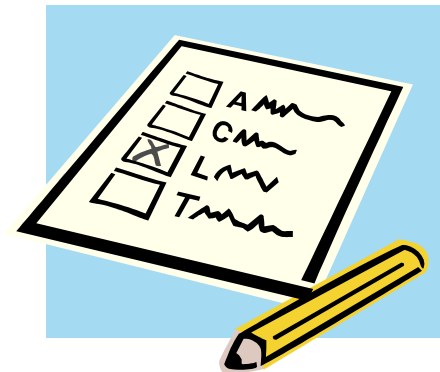


## II. LEGAL UPDATES

### ∞ Public Reports

- Legislative bodies must publicly report: (1) any **action taken** and (2) the **vote or abstention** on each action taken **by each member**.
- When action is taken by any means other than a roll-call vote, the chair or clerk should state the names of each individual who dissented or abstained so there is a clear record of how the entire body voted.
- Ensure the minutes reflect the same.

(SB 751 (Yee); GC 54953)



## II. LEGAL UPDATES

### SB 1436

Agencies must publicly announce pay and benefit increases to executives before approved by a vote.



## II. LEGAL UPDATES

### AB 2257 –

Agendas posted in a consistent, visible location on Agency's homepage

Posted agenda must be in machine readable format so it can be indexed and searched



# III. COMMON MISTAKES



## ∞ Hypotheticals:

- Designed to help you **spot issues** based on real world examples.
- You'll get the most out of this training if you **actively participate**.
- Please do not skip ahead in the materials.
- If you or your agency has made a mistake, change your practice going forward.
- Train regularly and implement these practice tips to avoid mistakes.

# III. COMMON MISTAKES

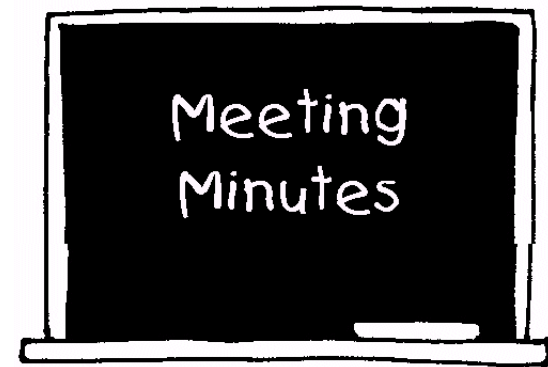
## ∞ Hypothetical #1:

- Clockwork Community Services District holds regular meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month. Board Chair Skip Calendario will be out of town for the next meeting. He tells the Clerk to move the meeting one week later to the 4<sup>th</sup> Tuesday. The Clerk complies and posts a regular meeting agenda 72 hours in advance.
- What mistake was made?



# III. COMMON MISTAKES

- ∞ Answer – This was a **special meeting**, not a regular meeting.
- The time and place for **regular meetings** of the legislative body is **set by ordinance, resolution or bylaws**. (GC 54944)
  - **Special meetings** may occur at **any time** one is called by the chair or a majority of the board.





# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- Update your agency's ordinance, resolution or bylaws setting the times for regular meetings to allow flexibility.
- Label agendas accurately (regular/special).
- Note that certain actions may only be taken at regular meetings.
- Consider adjourning the regular meeting to a specific time/date and posting notice within 24 hours to create an "adjourned regular meeting."

# III. COMMON MISTAKES

## ∞ Hypothetical #2:

- Ms. Dee Veloper is meeting with Board members Chatty and Verbose at her proposed project site. After they discuss whether the project would be eligible for a fee waiver, Dee mentions that another Board member, Gabby, liked the project and would support a fee waiver.
- What mistake was made?



# III. COMMON MISTAKES

☞ Answer – The developer was acting as an intermediary in a **serial meeting**.

- “A majority of the members of a legislative body shall not...use a **series of communications** of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.
- Individual contacts or conversations between a board member and any other person are otherwise permissible.

(GC 54952.2.)

# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- The Brown Act doesn't require board members to stop engaging with the public.
- But it does prevent them from learning about the other members' perspectives through the public.
- Before meeting or discussing agency business with the public, warn them that you cannot discuss the other official's views.



# III. COMMON MISTAKES

## ∞ Hypothetical #3:

- The Gobbledygook Garbage Disposal District's first business item on the agenda is: *“Board Discussion and Direction regarding WALL-E Compaction Project 2014-9”*
- Following a staff presentation, the Board awards a contract to Axiom Technologies to purchase a Waste Allocation Load Lifter.
- What mistake was made?



# III. COMMON MISTAKES

## ☞ Answer – Using jargon laden agenda descriptions that don't identify **potential action**.

- Case law suggests each independent action of the Board should be agendized, even if it is related to a single project.
- Other cases have held that the Brown Act was violated when agenda descriptions used internal lingo that was meaningless to the public.



# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- Understand that in some cases, 20 words or less won't be sufficient to let the public know what the Board will consider.
- Use agenda descriptions that would make sense to an out-of-towner.
- Give your agency options by including a range of possible actions.



# III. COMMON MISTAKES

## ∞ Hypothetical #4:

- The Teamville Transportation District appointed two Board members to act as the Recruitment Committee. The Committee works with staff on an on-going basis to interview all management-level employees and make hiring recommendations to the Board. The Committee meets in private when needed.
- What mistake was made?





# III. COMMON MISTAKES

- ☞ Answer – All **committees** established by the Board must comply with the Brown Act, **UNLESS** it:
- Is **ADVISORY**, not decision-making; **AND**
  - Includes **ONLY** Board Members; **AND**
  - Includes **LESS** than a quorum; **AND**
  - Does **NOT** have continuing subject matter jurisdiction; **AND**
  - Is **NOT** meeting on a fixed schedule set by the Board.
- (GC 54952(b))

# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- Assume all committees formed by the Board need to comply with the Brown Act.
- Most *ad hoc* committees will be made of 2 board members only and have a short term advisory role.
- If an *ad hoc* committee's role continues beyond original purpose or term, disband and reform it or comply with the Act.



# III. COMMON MISTAKES

## ∞ Hypothetical #5:

- Following a lengthy staff presentation, Chair Anita Break of Inclusive Irrigation District asks each Board member individually to express their opinion on the item. A motion and a second is made to approve the project. The Chair opens public comment, hears the testimony of an angry neighbor and two proponents. She closes public comment and calls for a vote on the motion, which passes.
- What mistake was made?



# III. COMMON MISTAKES

## ∞ Answer – Public comment was taken after significant deliberations occurred.

- The agenda must provide an opportunity for the public to comment on agenda items before or during the consideration of the item.
- Soliciting input after deliberations are concluded arguably does not satisfy this requirement.

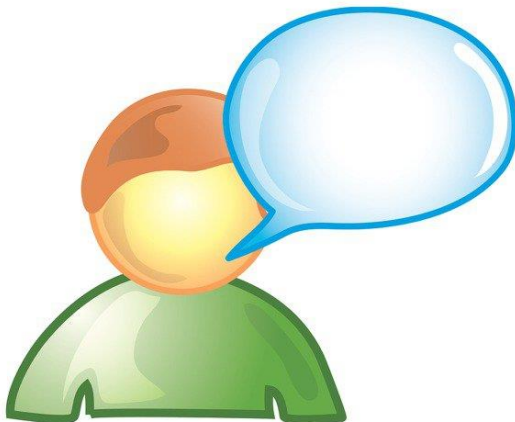
(GC 54954.3)



# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- Consider giving the Chair prompts to solicit public comment before deliberations.
- Even if your agency uses speaker cards, and none were submitted, always ask for public comment.
- Close the public comment period once those wishing to comment are done to ensure meeting management.



# III. COMMON MISTAKES

## ∞ Hypothetical #6:

- Reverend Brimstone regularly comments at Wayward Water District meetings because a Town Crier reporter always attends and he wants publicity. During the comment period of one meeting, he accuses the Chair of being a “sinner” because the District has failed to shut off water service to a certain business that began operating without paying applicable fees. The Clerk turns off the microphone at the Chair’s request.
- What mistake was made?

# III. COMMON MISTAKES

- Answer – The legislative body cannot prohibit public criticism of policies, procedures, programs, or services of the agency or the omissions of the legislative body itself.
  - Expressions of support or opposition to matters before the agency (provided they are not overly disruptive) constitute protected speech.
  - The legislative body may not preclude speech based on its content. It may only adopt content-neutral restrictions, such as time limits, on public comments.



# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- The 1<sup>st</sup> Amendment is a highly protected right, so err on the side of allowing speech.
- Be prepared to receive harsh comments.
- Let the public use their three minutes as they wish. This avoids escalating the issue and potentially drawing additional criticism.





# III. COMMON MISTAKES

## ∞ Hypothetical #7:

- After Reverend Brimstone's microphone was cut off, he begins yelling a sermon from the podium. He refuses to leave after the three minute comment period has ended. The Wayward Water District Chair warns him he will clear the board room if he doesn't stop. The Reverend continues yelling so the Chair orders everyone in attendance to leave.
- What mistake was made?



# III. COMMON MISTAKES

∞ Answer – Members of the news media who have not participated in the disturbance must be allowed to continue to attend the meeting.



- The legislative body may remove persons from a meeting who willfully interrupt proceedings. If order still cannot be restored, the meeting room may be cleared.
- However, there is an exception for members of the press.

(Gov. Code 54957.9)



# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- First, warn the member that they are being disruptive and may be ejected.
  - Second, warn the member that if they continue to be disruptive you will order a recess.
  - Third, take a short break.
  - Then, ask the member to leave.
- ∞ If they don't leave voluntarily, remove the individual.
- ∞ Don't clear the room unless necessary, and let the media stay.

**LAST WARNING**

# III. COMMON MISTAKES

## ∞ Hypothetical #8:

- The Board of the Revival Reclamation District has a lengthy agenda with a closed session as the last item. The Board goes into closed session to discuss existing litigation at 8:45 P.M. After three hours, the Board finishes the closed session. The members return to an empty boardroom, adjourn the meeting, and head home.
- What mistake was made?



# III. COMMON MISTAKES

## ∞ Answer – Failing to announce reportable action from the closed session.

- Brown Act has nuanced requirements for reporting final actions taken in closed session. Consult agency counsel.
- If no reportable action is taken, an announcement to that effect should be made and included in the minutes.

(Gov Code 54957.1)



# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- Designate a staff member or official to be in charge of reporting out.
- Make sure to follow up if action is not final until some time after the meeting.



# III. COMMON MISTAKES

## ∞ Hypothetical #9:

- Joe Justice informs the Fused Fire District Board during general public comment that tomorrow is the deadline to comment on a CalTrans EIR for a new highway that would split the District, affecting response times. During the portion of the agenda for “matters from/for the Board,” the vice-chair asks staff for more info. The Board discusses the issue and votes to have staff submit a comment letter to CalTrans on behalf of the District.
- What mistake was made?



# III. COMMON MISTAKES

🌀 Answer – Action or discussion on non-agendized items is generally prohibited. Members may only:

- Briefly respond to statements/questions from the public,
- Ask a question for clarification,
- Make a brief announcement,
- Make a brief report on his or her activities,
- Provide a reference to staff or other sources for factual information,
- Request staff report back at a later meeting, or
- Direct staff to place the matter on a future agenda.

(Gov't Code 54954.2(a)(2).)



# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- Let the agenda be your guide of discussions, not comments made by public or staff.
- Review your agenda and evaluate whether general agenda items (such as “matters from/for Board”) are potentially traps for Brown Act violations.
- If you wish to keep general agenda items on, note on the agenda that no action will be taken and ensure this rule is followed.



# III. COMMON MISTAKES

## ∞ Hypothetical #10:

- The Hasty Harbor District board meets monthly. At a regular meeting the General Manager advises that Phase I of the Marina Project was completed early and if the contractor starts Phase II now, they'll save tens of thousands of dollars in costs. Director Em Parative moves to add this to the agenda. The motion is seconded and approved. The Board votes to issue a notice to proceed to the contractor.
- What mistake was made?



# III. COMMON MISTAKES

∞ Answer – The Board didn't make the **findings** necessary to add an item to the agenda.

- Items may only be added to an agenda when:
  - A majority decides that an **emergency** situation exists (work stoppage, crippling disaster, etc.); or
  - 2/3 of the Board (or all members if less than 2/3 are present) determine there is a **need to take immediate action** that came to the attention of the agency after the agenda was posted.

(Gov't Code 54954.2(b))

# III. COMMON MISTAKES

## ∞ Practical Tips to Avoid Mistakes:

- To add an item, the Board should make the following findings:
  - There is an immediate need to take action because of [factual explanation], and
  - That need arose [identify time after agenda posting]; and
  - The agenda was posted on [date].
- Consider having a cheat sheet for this.
- If the findings can't be made, hold a special meeting.

# CONCLUSION

## ⑩ The Brown Act can be a trap for the unwary:

- Regular training for the Board and staff is an important step to help avoid mistakes.
- Your agency counsel is an important resource to help prevent violations.



# QUESTIONS?

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# ILG's Ethics and Transparency Resources

AB 1234 Training

Understanding Public Service Ethics Laws

The Brown Act and Open Meetings

Good Governance Checklist



Visit [www.ca-ilg.org](http://www.ca-ilg.org)  
to find out more!

# Check out the rest of the webinars in our ethics series!

- Form 700 and Recent Updates to FPPC Regulations
- Promoting Personal and Organizational Ethics
- Abstentions and Disqualifications: Conflicts of Interest and When to Step Aside

Find out more here:

[www.ca-ilg.org/post/ilg-webinar-archives](http://www.ca-ilg.org/post/ilg-webinar-archives)



# Thank You!

**And thank you to ILG Partner Burke Williams &  
Sorensen**

**The webinar recording and PowerPoint slides will be  
available on ILG's website shortly.**

If you have additional questions please contact  
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